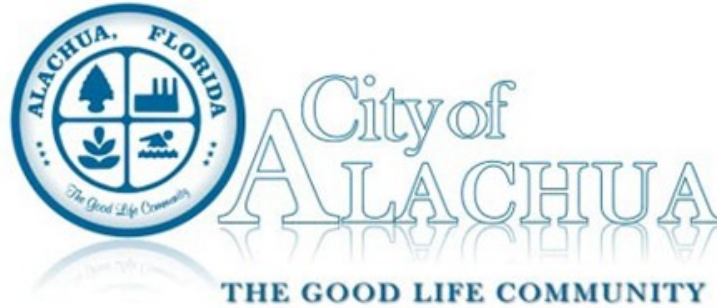




**Mayor Gib Coerper**  
**Vice Mayor Edward Potts**  
Commissioner Shirley Green Brown  
Commissioner Dayna Miller  
Commissioner Jennifer Ringersen

**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:** August 12, 2024

**Meeting Location:** James A Lewis Commission Chambers  
15100 NW 142 Ter.

### **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**

#### **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 24-09: 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 03044-001-002); 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 AN EFFECTIVE DATE. ( )**
- B) **ORDINANCE 24-10, FIRST READING; AMENDING CODE SECTION 38 - UTILITY RATES (QUALITY OF LIFE  
COMMUNITY ENHANCEMENT  
FUNDING SOURCE - WATER FUND  
FUNDING SOURCE - WASTE WATER FUND  
ECONOMIC DEVELOPMENT  
)**

## **V. AGENDA ITEMS**

- A) **FY 24/25 RENEWAL OF COMMERCIAL AND GROUP HEALTH INSURANCE PACKAGES**
- B) **RFB 2024-04 86TH DRIVE ROADWAY IMPROVEMENTS AND WATER LINE EXTENSION**

## **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**

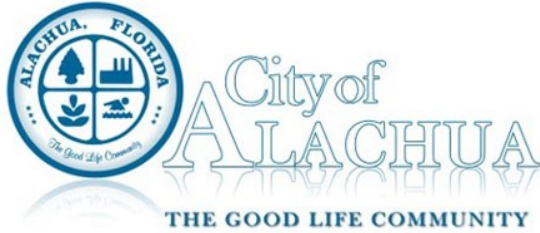
## **VIII. COMMISSION COMMENTS/DISCUSSION**

## **ADJOURN**

|                       |
|-----------------------|
| <b>CONSENT AGENDA</b> |
|-----------------------|

## **CONSENT AGENDA ITEMS**

- A) **JUNE 24, 2024, CITY COMMISSION MEETING MINUTES**
- B) **JULY 22, 2024, CITY COMMISSION BUDGET WORKSHOP MINUTES**



## Commission Agenda Item

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**MEETING DATE:** August 12, 2024

**SUBJECT:** Ordinance 24-09: 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 03044-001-002); 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 AN EFFECTIVE DATE.

**PREPARED BY:** Carson Crockett

**RECOMMENDED ACTION:**

Staff recommends that the City Commission approve Ordinance 24-09 upon first reading and schedule second and final reading of Ordinance 24-09 for August 26, 2024.

**RECOMMENDED MOTION:**

*I move that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a voluntary annexation submitted by Nicholas Jones on behalf of Browning Family Revocable Trust to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance 24-09 on first reading and (2) schedules second and final reading of Ordinance 24-09 for August 26, 2024.*

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### Summary

A request by Nicholas Jones of Alakai Acquisitions, LLC, applicant and agent for Browning Family Revocable Trust, property owner, for the voluntary annexation of a ± 1.28-acre subject property generally located at the northwest corner of US highway 441 and Country Road 235A (tax parcel 03044-001-002) into the municipal limits of the City of Alachua, Florida.

### FINANCIAL IMPACT

### ADDITIONAL FINANCIAL INFORMATION

### ATTACHMENTS

1. Ordinance 24-09
2. August 12, 2024, Feasibility Study to the City Commission
3. Board of County Commissioners Notice Materials
4. Public Notice Materials

**ORDINANCE 24-09**

**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 03044-001-002); 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 AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Jannette L. Browning and D. Holton Browning, as Trustees of the Browning Family Revocable Trust, owner of the property to be annexed, have 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**, pursuant to the provisions of Florida Statute 171.042, a written notice of annexation has been mailed to each person who resides or owns property within the area proposed to be annexed no fewer than 10 days prior to the first public hearing and the notice has been kept available for public inspection during the regular business hours in the Office of the Deputy City Clerk of the City of Alachua, Florida; and,

**WHEREAS**, City Staff has prepared a feasibility study meeting the requirements of Florida Statute 171.042 and the feasibility study has been filed with the Board of County Commissioners of Alachua County, Florida no fewer than 15 days prior to commencing annexation procedures; and,

**WHEREAS**, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing City boundaries of the City of Alachua, Florida, and is reasonably compact, and does not create an enclave, and meets the requirements of character as established in Florida Statute 171.043.

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

**Section 1.**

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."

**Section 2.**

A location map is hereby attached to this ordinance and identified as “Exhibit B.”

**Section 3.**

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 4.**

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 being annexed, and shall be enforced by the City of Alachua.

**Section 5.**

This Ordinance shall take effect immediately after its passage and adoption.

**Passed on First Reading the \_\_\_\_ day of \_\_\_\_.**

**PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this \_\_\_\_ day of \_\_\_\_ 2024.**

CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

\_\_\_\_\_  
Gib Coerper, Mayor  
**SEAL**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Mike DaRoza, City Manager/Clerk

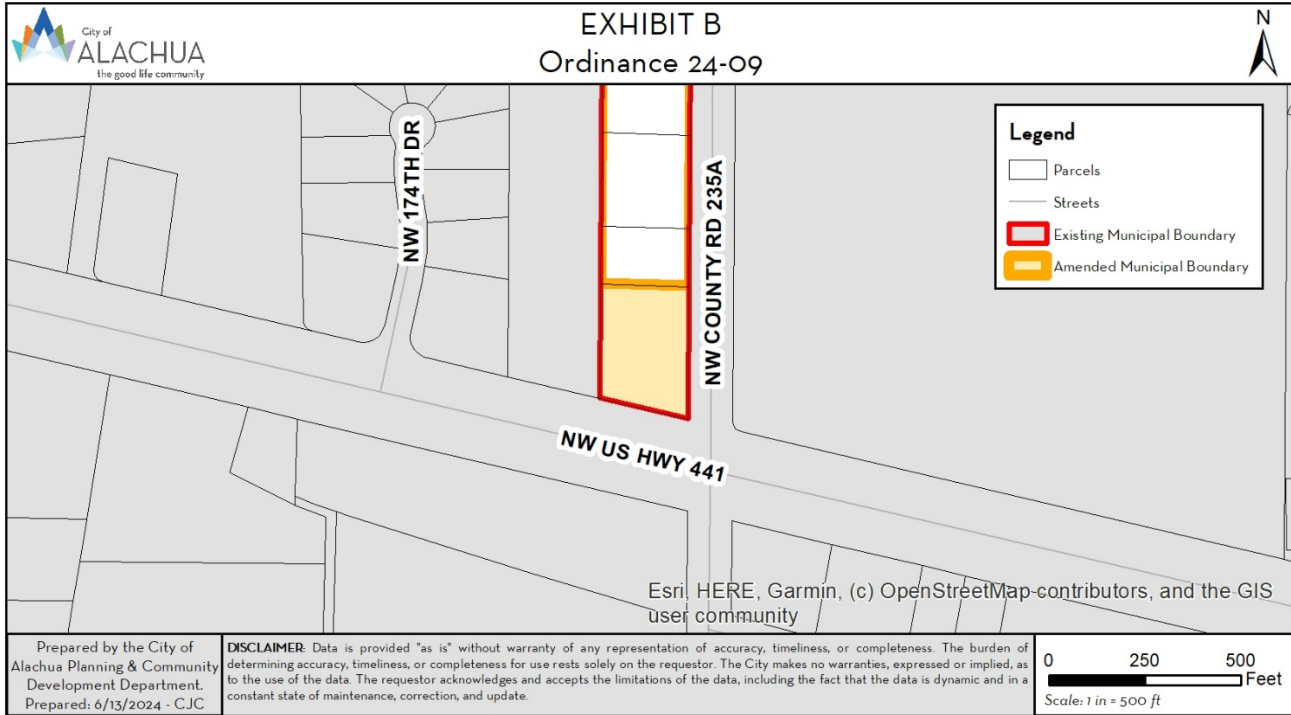
\_\_\_\_\_  
Marian B. Rush, City Attorney

**EXHIBIT A**

**A tract of land located in the Southeast ¼ of Section 8, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:**

**For a point of reference commence at the Southeast corner of said Section 8: thence run North 01 deg. 49 min. West, along the East line of said Section 8 a distance of 2010.55 feet; thence run South 89 deg. 29 min. West, 50 feet to the Westerly right-of-way of State Road S-235A being the point of beginning; thence from said point of beginning continue South 89 deg. 29 min. West, a distance of 200 feet; thence run South 01 deg. 49 min. East, a distance of 257.75 feet to the Northerly right-of-way line a distance of 205.2 feet to the said Westerly right-of-way line of State Road No. S235A; thence run North 01 deg. 49 min. West, along said Westerly right-of-way line, a distance of 298.4 feet to close on said point of beginning.**

**EXHIBIT B**





# City of Alachua

## Planning & Community Development Department

### Feasibility Study

**City Commission Meeting Date:**  
**Legislative Hearing**

**August 12, 2024**  
**Application #: PA24-0002**

**SUBJECT:** Feasibility Study for a request for voluntary annexation of the subject property into the municipal limits of the City of Alachua, Florida

**APPLICANT/AGENT:** Nicholas Jones, Alakai Acquisitions, LLC

**PROPERTY OWNER:** Browning Family Revocable Trust

**LOCATION:** Generally located at the northwest corner of the intersection of US Highway 441 and County Road 235A (NW 173<sup>rd</sup> Street)

**PARCEL ID NUMBER:** 03044-001-002

**FLUM DESIGNATION:** Rural/Agriculture (County)

**ZONING:** Administrative and Professional (AP) (County)

**OVERLAY:** N/A

**ACREAGE:** ± 1.28

**PROJECT PLANNER:** Carson J. Crockett, AICP Candidate

**RECOMMENDED ACTION:** Staff recommends that the City Commission approve Ordinance 24-09 upon first reading and schedule second and final reading of Ordinance 24-09 for September 9, 2024.

**RECOMMENDED MOTION:** *I move that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a voluntary annexation submitted by Nicholas Jones on behalf of Browning Family Revocable Trust to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance 24-09 on first reading and (2) schedules second and final reading of Ordinance 24-09 for September 9, 2024.*

# SUMMARY

This application is a request by Nicholas Jones of Alakai Acquisitions, LLC, applicant and agent for Browning Family Revocable Trust, property owner, for the voluntary annexation of a ± 1.28-acre subject property generally located at the northwest corner of US highway 441 and Country Road 235A (tax parcel 03044-001-002) into the municipal limits of the City of Alachua, Florida.

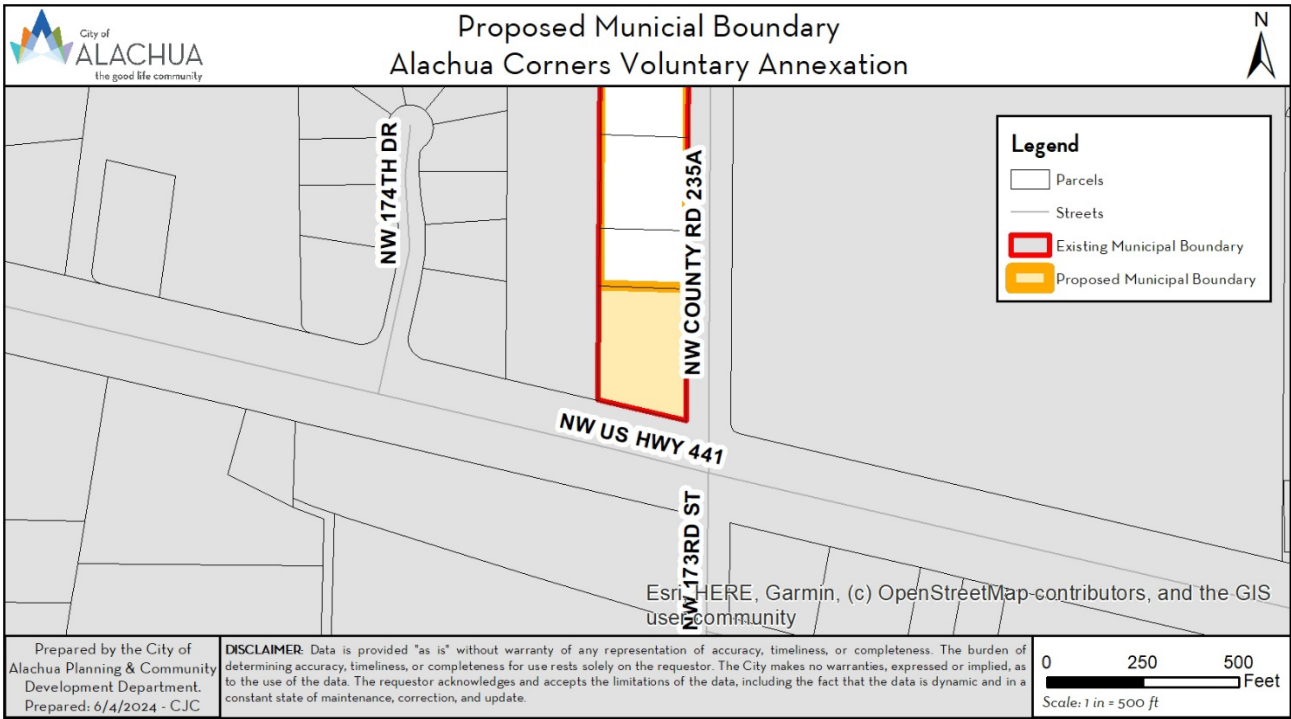


Figure 1. Proposed Municipal Boundary

# EXISTING USES

The subject property is undeveloped and is comprised primarily of cleared lands. The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the subject property are identified in Table 1.

Table 1. Existing Land Uses

| Existing Use(s) | FLUM Designation(s)         | Zoning District(s)                            |
|-----------------|-----------------------------|-----------------------------------------------|
| Vacant          | Rural/Agricultural (County) | Administrative and Professional (AP) (County) |

# SURROUNDING USES

The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the surrounding area are identified in Table 2. Figure 2 provides an overview of the vicinity of the subject property. Figure 3 provides an overview of the surrounding future land use map designations. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject property and to generally orient the reader. The information below is not intended to be all-inclusive, and may not identify all existing uses, FLUM designations, and/or zoning districts surrounding the subject property.)

Table 2. Surrounding Land Uses

| Direction | Existing Use(s)                              | FLUM Designation(s)         | Zoning District(s)        |
|-----------|----------------------------------------------|-----------------------------|---------------------------|
| North     | Single-Family Detached Residential           | Rural/Agricultural (County) | Agricultural (A) (County) |
| South     | Vehicle Sales and Services; Retail and Sales | Commercial                  | Commercial Intensive (CI) |
| East      | High School                                  | Public                      | Agricultural (A)          |
| West      | Religious Institution                        | Agriculture                 | Agricultural (A)          |

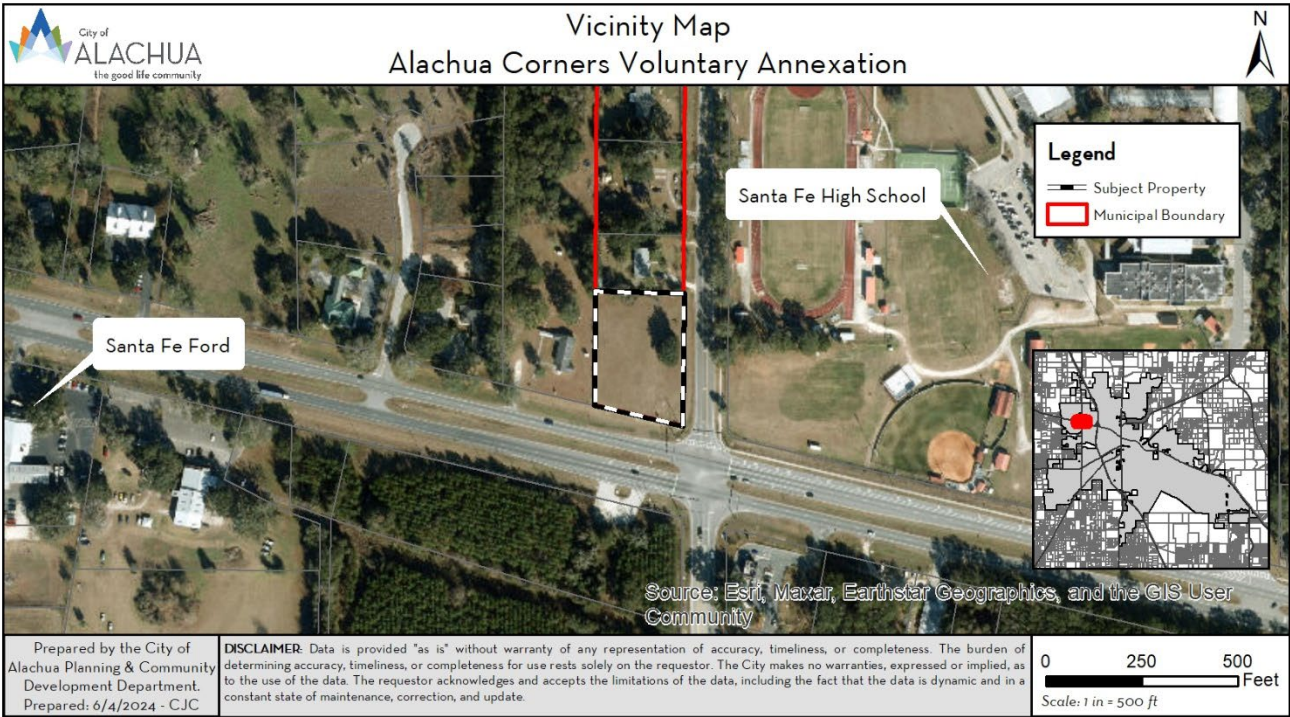


Figure 2. Vicinity Map

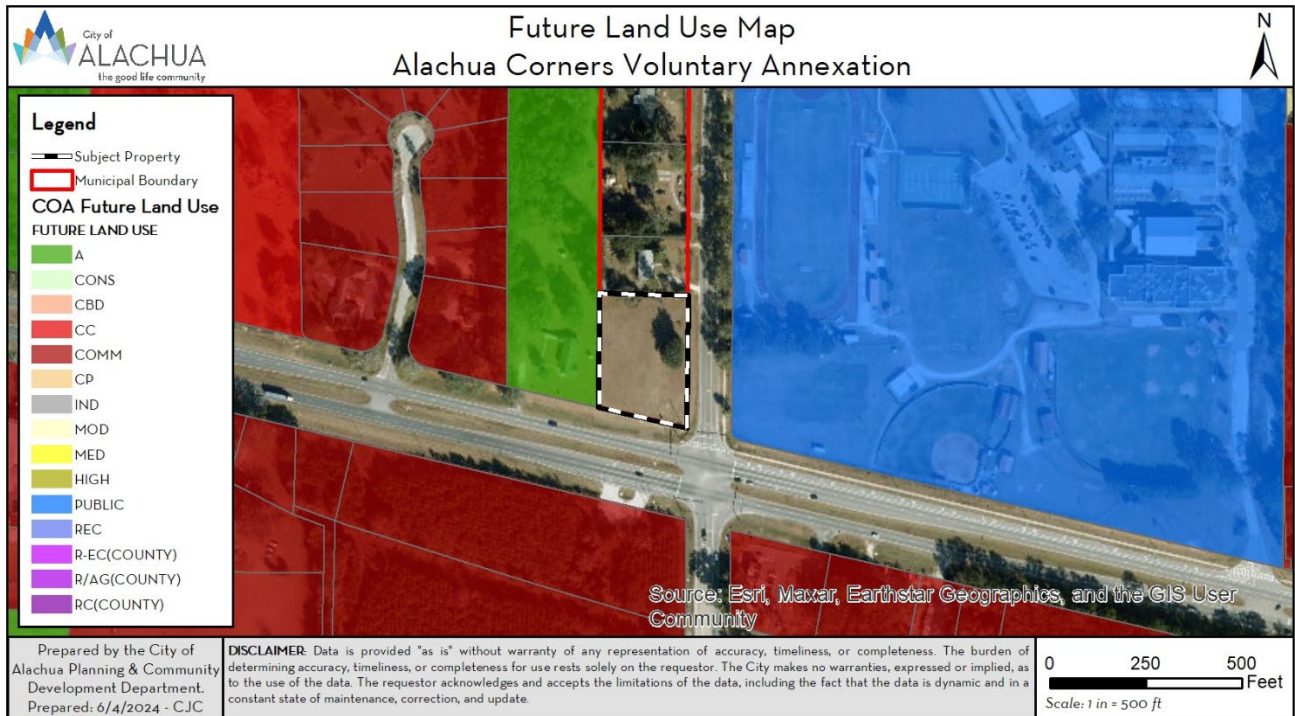


Figure 3. Future Land Use Map

## CHARACTER OF THE AREA TO BE ANNEXED

Chapter 171.043, Florida Statutes, establishes the standards for which the area to be annexed must be found consistent in character with. The subject property proposed to be annexed has been evaluated against these standards.

171.043 A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

- (1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

**Evaluation & Findings:** Chapter 171.031, Florida Statutes, defines contiguous as meaning "that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality." The subject property is coterminous on three of its four sides with the City of Alachua boundary and meets the definition of contiguous. Chapter 171.031, Florida Statutes, defines compactness as meaning "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." The subject property is confined to one area and reduces an existing enclave, meeting the definition of compactness. The subject property is not already incorporated within another municipality.

- (3) In addition to the area being developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:
  - (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary and cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or
  - (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

**Evaluation & Findings:** The subject property is adjacent on at least 60 percent of its external boundary to the City of Alachua boundary and the boundary of areas developed for urban purposes.

**Evaluation & Findings:** The subject property proposed for voluntary annexation meets the criteria established in Chapter 171.043, Florida Statutes.

# COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

The Goals, Objectives, and Policies (GOPs) identified below are provided to establish a basis of the application's consistency with the Comprehensive Plan. There may be additional GOPs which the application is consistent with that are not identified within this report. An evaluation and findings of consistency with the identified GOPs is also provided below.

## Future Land Use Element

### *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.

**Evaluation & Findings:** An analysis of the proposed voluntary annexation in relation to the requirements of Chapter 171, Florida Statutes, has been included within this report. The proposed voluntary annexation is found to comply with the requirements of Chapter 171, Florida Statutes.

# PUBLIC FACILITIES IMPACT ANALYSIS

Chapter 171.042, Florida Statutes, establishes prerequisites to annexation, including the setting forth of plans for extending each major municipal service performed within the city at the time of annexation. Impacts to existing public facilities are expected to be de minimis as the subject property is vacant and any future development will require amending the City’s Comprehensive Plan and Official Zoning Atlas. Impacts to existing public facilities will be reevaluated at that time.

The subject property is already located within the City’s Community Wastewater Service Area and Community Potable Water Service Area as established in the Community Facilities Element of the City’s Comprehensive Plan; therefore, no extension of utilities to service the subject property will be required. Figure 4 demonstrates the subject property’s location in relation to existing pressurized water mains and wastewater force and gravity mains.

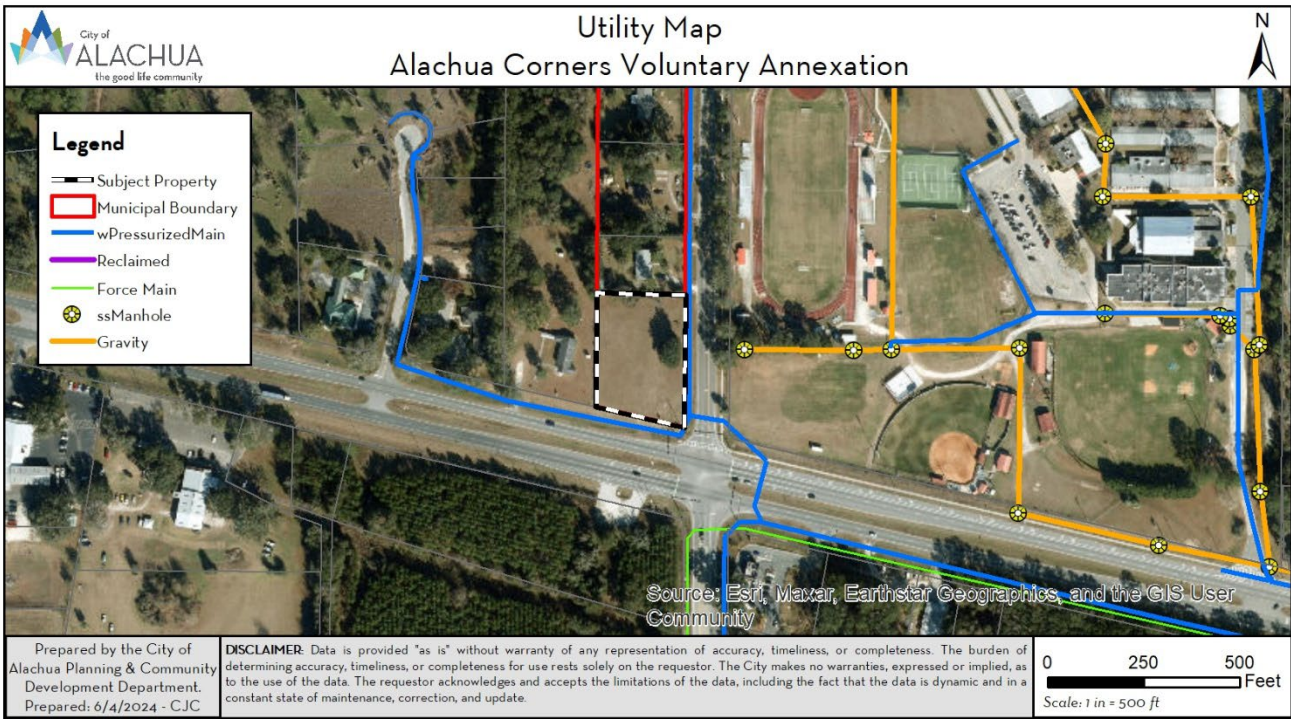


Figure 4. Utility Map

EXHIBIT "A"  
TO  
PA24-0002  
ALACHUA CORNERS VOLUNTARY ANNEXATION  
FEASIBILITY STUDY

DRAFT ORDINANCE 24-09

**ORDINANCE 24-09**

**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 03044-001-002); 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 AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Jannette L. Browning and D. Holton Browning, as Trustees of the Browning Family Revocable Trust, owner of the property to be annexed, have 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**, pursuant to the provisions of Florida Statute 171.042, a written notice of annexation has been mailed to each person who resides or owns property within the area proposed to be annexed no fewer than 10 days prior to the first public hearing and the notice has been kept available for public inspection during the regular business hours in the Office of the Deputy City Clerk of the City of Alachua, Florida; and,

**WHEREAS**, City Staff has prepared a feasibility study meeting the requirements of Florida Statute 171.042 and the feasibility study has been filed with the Board of County Commissioners of Alachua County, Florida no fewer than 15 days prior to commencing annexation procedures; and,

**WHEREAS**, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing City boundaries of the City of Alachua, Florida, and is reasonably compact, and does not create an enclave, and meets the requirements of character as established in Florida Statute 171.043.

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

**Section 1.**

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."

**Section 2.**

A location map is hereby attached to this ordinance and identified as “Exhibit B.”

**Section 3.**

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 4.**

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 being annexed, and shall be enforced by the City of Alachua.

**Section 5.**

This Ordinance shall take effect immediately after its passage and adoption.

**Passed on First Reading the \_\_\_\_ day of \_\_\_\_.**

**PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this \_\_\_\_ day of \_\_\_\_ 2024.**

CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

\_\_\_\_\_  
Gib Coerper, Mayor  
**SEAL**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Mike DaRoza, City Manager/Clerk

\_\_\_\_\_  
Marian B. Rush, City Attorney

**EXHIBIT A**

**A tract of land located in the Southeast  $\frac{1}{4}$  of Section 8, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:**

**For a point of reference commence at the Southeast corner of said Section 8: thence run North 01 deg. 49 min. West, along the East line of said Section 8 a distance of 2010.55 feet; thence run South 89 deg. 29 min. West, 50 feet to the Westerly right-of-way of State Road S-235A being the point of beginning; thence from said point of beginning continue South 89 deg. 29 min. West, a distance of 200 feet; thence run South 01 deg. 49 min. East, a distance of 257.75 feet to the Northerly right-of-way line a distance of 205.2 feet to the said Westerly right-of-way line of State Road No. S235A; thence run North 01 deg. 49 min. West, along said Westerly right-of-way line, a distance of 298.4 feet to close on said point of beginning.**

**EXHIBIT B**

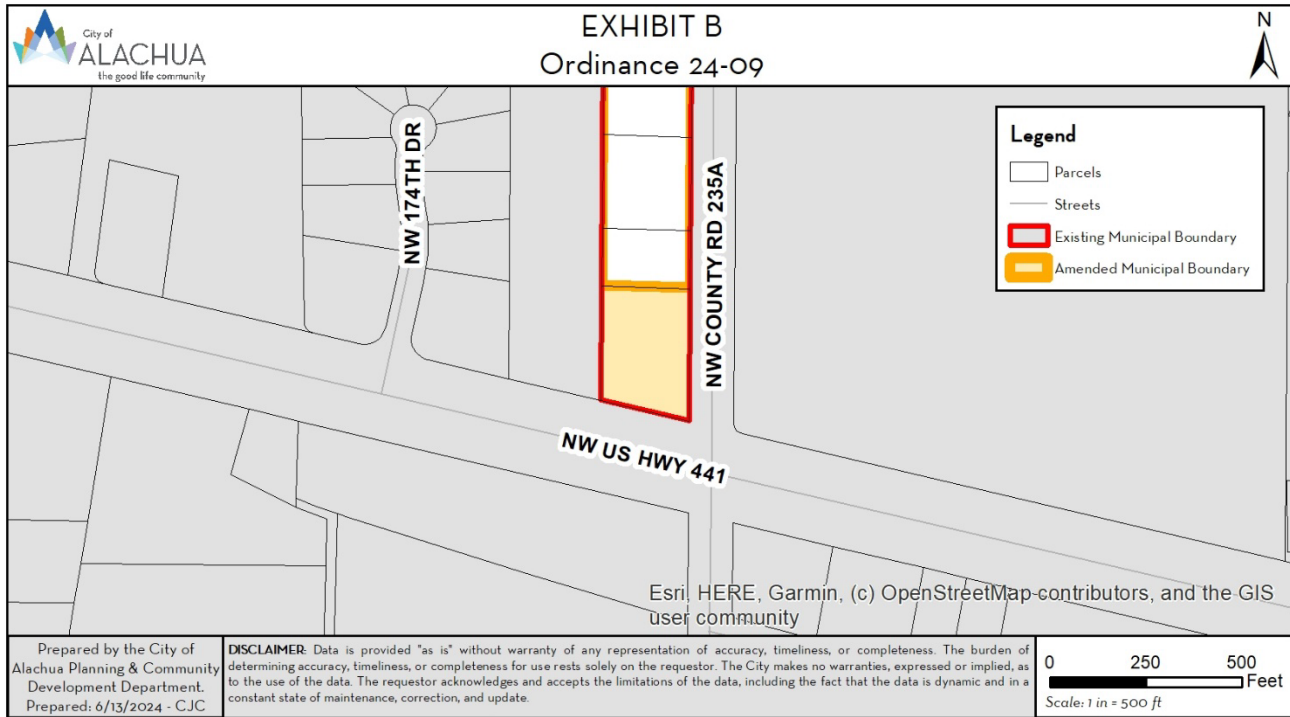


EXHIBIT “B”  
TO  
PA24-0002  
ALACHUA CORNERS VOLUNTARY ANNEXATION  
FEASIBILITY STUDY

SUPPORTING APPLICATION MATERIALS  
SUBMITTED BY CITY STAFF TO THE  
CITY COMMISSION



# City of Alachua

MIKE DAROZA  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN

June 6, 2024

Submitted electronically to [Nick@RedBellPartners.com](mailto:Nick@RedBellPartners.com)

Nicholas Jones, Managing Member  
Alakai Acquisitions, LLC  
2469 N John Young Pkwy, Suite C  
Orlando, FL 32804

Application #: PA24-0002

RE: Notice of Hearing to be Scheduled for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a  $\pm$  1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Based on review of the materials submitted, the City has determined that this application can now be scheduled for a hearing before the City Commission.

The application has been tentatively scheduled for first hearing at the **August 12, 2024** City Commission meeting (*the application may be rescheduled should an applicable County or State agency provide comment on the application once the item has been noticed*).

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM one week prior to the City Commission meeting; therefore, the presentation or materials must be submitted no later than 12:00 PM on **Monday, August 5, 2024**. Any presentation or materials may be submitted electronically by emailing them to [planning@cityofalachua.org](mailto:planning@cityofalachua.org).

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

Sincerely,

Carson J. Crockett, AICP Candidate  
Planner

CC: Mike DaRoza, City Manager *(by electronic mail)*  
Rodolfo Valladares, Assistant City Manager *(by electronic mail)*  
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*  
Justin Tabor, AICP, Principal Planner *(by electronic mail)*  
Adam Hall, AICP, Principal Planner *(by electronic mail)*  
Project File



# City of Alachua

MIKE DAROZA  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN

May 20, 2024

Submitted electronically to [Nick@RedBellPartners.com](mailto:Nick@RedBellPartners.com)

Nicholas Jones, Managing Member  
Alakai Acquisitions, LLC  
2469 N John Young Pkwy, Suite C  
Orlando, FL 32804

Application #: PA24-0002

RE: Completeness Review for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a  $\pm$  1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002).

According to Section 2.6.6 of the City's Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning & Community Development Department has reviewed the aforementioned application for completeness and finds that the application is complete.

**This determination is based solely on a preliminary review of your application for completeness.** An in-depth review of the content of the application will be performed, and the findings transmitted under separate cover.

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

Sincerely,

Carson J. Crockett, AICP Candidate  
Planner

CC: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*  
Justin Tabor, AICP, Principal Planner *(by electronic mail)*  
Adam Hall, AICP, Principal Planner *(by electronic mail)*  
Project File

7022 3330 0000 3061 4666

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                           |                                                                                    |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> . |                                                                                    |
| OFFICIAL USE                                                                                    |                                                                                    |
| Certified Mail Fee<br>\$                                                                        |  |
| Extra Services & Fees (check box, add fee as appropriate)                                       |                                                                                    |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                           |                                                                                    |
| <input type="checkbox"/> Return Receipt (electronic) \$                                         |                                                                                    |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                  |                                                                                    |
| <input type="checkbox"/> Adult Signature Required \$                                            |                                                                                    |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                                 |                                                                                    |
| Postage<br>\$                                                                                   |                                                                                    |
| Total Postage and Fees<br>\$                                                                    |                                                                                    |
| Sent To Board of County Commissioners                                                           |                                                                                    |
| Street and Apt. No., or PO Box No.<br>12 SE 1st Street                                          |                                                                                    |
| City, State, ZIP+4®<br>Gainesville, FL 32601                                                    |                                                                                    |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                      |                                                                                    |

7022 3330 0000 3061 4673

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                           |                                                                                     |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> . |                                                                                     |
| OFFICIAL USE                                                                                    |                                                                                     |
| Certified Mail Fee<br>\$                                                                        |  |
| Extra Services & Fees (check box, add fee as appropriate)                                       |                                                                                     |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                           |                                                                                     |
| <input type="checkbox"/> Return Receipt (electronic) \$                                         |                                                                                     |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                  |                                                                                     |
| <input type="checkbox"/> Adult Signature Required \$                                            |                                                                                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                                 |                                                                                     |
| Postage<br>\$                                                                                   |                                                                                     |
| Total Postage and Fees<br>\$                                                                    |                                                                                     |
| Sent To Michelle L. Lieberman                                                                   |                                                                                     |
| Street and Apt. No., or PO Box No.<br>12 SE 1st St                                              |                                                                                     |
| City, State, ZIP+4®<br>Gainesville, FL 32601                                                    |                                                                                     |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                      |                                                                                     |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                              | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>                                                                                   | <p>A. Signature</p> <div style="display: flex; justify-content: space-between;"> <div><b>X</b></div> <div> <input type="checkbox"/> Agent<br/> <input type="checkbox"/> Addressee         </div> </div> <div style="display: flex; border-top: 1px solid black; border-bottom: 1px solid black;"> <div style="flex: 1; padding: 2px;">B. Received by (Printed Name)</div> <div style="flex: 1; padding: 2px;">C. Date of Delivery</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>1. Article Addressed to:</p> <p style="font-family: cursive;">Board of County Commissioners<br/>Alachua County, Florida<br/>12 SE 1st Street<br/>Gainesville, FL 32601</p> <div style="text-align: center;"> <br/>           9590 9402 5896 0049 7145 57         </div> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>2. Article Number (Transfer from service label)</p> <p style="font-family: monospace;">7022 3330 0000 3061 4666</p>                                                                                                                                                                                                                                     | <p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Adult Signature<br/> <input type="checkbox"/> Adult Signature Restricted Delivery<br/> <input type="checkbox"/> Certified Mail®<br/> <input type="checkbox"/> Certified Mail Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery<br/> <input type="checkbox"/> Insured Mail<br/> <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)         </div> <div> <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Signature Confirmation Restricted Delivery         </div> </div> |
| <div style="display: flex; justify-content: space-between;"> <span>PS Form 3811, July 2015 PSN 7530-02-000-9053</span> <span>Domestic Return Receipt</span> </div>                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                        | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>                                                                             | <p>A. Signature</p> <div style="display: flex; justify-content: space-between;"> <div><b>X</b></div> <div> <input type="checkbox"/> Agent<br/> <input type="checkbox"/> Addressee         </div> </div> <div style="display: flex; border-top: 1px solid black; border-bottom: 1px solid black;"> <div style="flex: 1; padding: 2px;">B. Received by (Printed Name)</div> <div style="flex: 1; padding: 2px;">C. Date of Delivery</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>1. Article Addressed to:</p> <p style="font-family: cursive;">Michelle L. Lieberman<br/>Alachua County, Florida<br/>12 SE 1st Street<br/>Gainesville, FL 32601</p> <div style="text-align: center;"> <br/>           9590 9402 5896 0049 7145 64         </div> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>2. Article Number (Transfer from service label)</p> <p style="font-family: monospace;">7022 3330 0000 3061 4673</p>                                                                                                                                                                                                                               | <p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Adult Signature<br/> <input type="checkbox"/> Adult Signature Restricted Delivery<br/> <input type="checkbox"/> Certified Mail®<br/> <input type="checkbox"/> Certified Mail Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery<br/> <input type="checkbox"/> Insured Mail<br/> <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)         </div> <div> <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Signature Confirmation Restricted Delivery         </div> </div> |
| <div style="display: flex; justify-content: space-between;"> <span>PS Form 3811, July 2015 PSN 7530-02-000-9053</span> <span>Domestic Return Receipt</span> </div>                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

USPS TRACKING#

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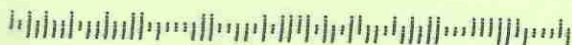
United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Alachua  
ATTN: Planning - Carson Crockett  
PO Box 9  
Alachua, FL 32616-0009

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

JUL 18 2024



USPS TRACKING#

JACKSONVILLE FL 320  
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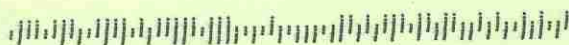
United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Alachua  
ATTN: Planning - Carson Crockett  
PO Box 9  
Alachua, FL 32616-0009

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

JUL 18 2024



July 11, 2024

Board of County Commissioners  
Alachua County, Florida  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601

**RE: Notice of Proposed Annexation and Feasibility Study as Required by Florida Statute**

Dear Alachua County Board of County Commissioners,

As required by Florida Statute 171.042, the City of Alachua is providing the Board of County Commissioners the attached feasibility study regarding the proposed voluntary annexation of a  $\pm$  1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002).

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](mailto:ccrockett@cityofalachua.org).

Sincerely,



Carson J. Crockett, AICP Candidate  
Planner

Attachments: Notice of proposed annexation  
Feasibility Study/Staff Report

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

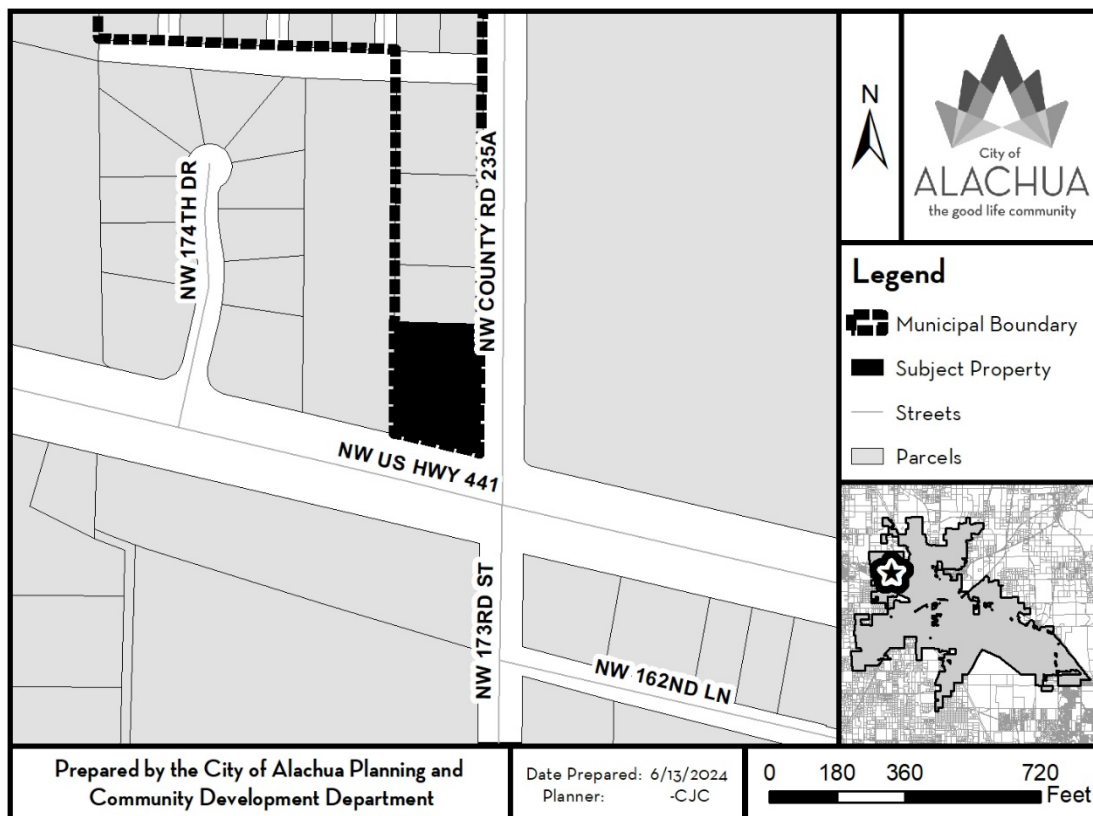


## NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold public hearings on August 12, 2024 at 6:00 p.m. and August 26, 2024 at 6:00 p.m. The hearings will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142<sup>nd</sup> Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

### ORDINANCE 24-09

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 03044-001-002); 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 AN EFFECTIVE DATE.



The subject property is generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). 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.



# City of Alachua

## Planning & Community Development Department

### Feasibility Study

**City Commission Meeting Date:**  
**Legislative Hearing**

**August 12, 2024**  
**Application #: PA24-0002**

**SUBJECT:** Feasibility Study for a request for voluntary annexation of the subject property into the municipal limits of the City of Alachua, Florida

**APPLICANT/AGENT:** Nicholas Jones, Alakai Acquisitions, LLC

**PROPERTY OWNER:** Browning Family Revocable Trust

**LOCATION:** Generally located at the northwest corner of the intersection of US Highway 441 and County Road 235A (NW 173<sup>rd</sup> Street)

**PARCEL ID NUMBER:** 03044-001-002

**FLUM DESIGNATION:** Rural/Agriculture (County)

**ZONING:** Administrative and Professional (AP) (County)

**OVERLAY:** N/A

**ACREAGE:** ± 1.28

**PROJECT PLANNER:** Carson J. Crockett, AICP Candidate

**RECOMMENDED ACTION:** Staff recommends that the City Commission approve Ordinance 24-09 upon first reading and schedule second and final reading of Ordinance 24-09 for September 9, 2024.

**RECOMMENDED MOTION:** *I move that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a voluntary annexation submitted by Nicholas Jones on behalf of Browning Family Revocable Trust to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance 24-09 on first reading and (2) schedules second and final reading of Ordinance 24-09 for September 9, 2024.*

# SUMMARY

This application is a request by Nicholas Jones of Alakai Acquisitions, LLC, applicant and agent for Browning Family Revocable Trust, property owner, for the voluntary annexation of a ± 1.28-acre subject property generally located at the northwest corner of US highway 441 and Country Road 235A (tax parcel 03044-001-002) into the municipal limits of the City of Alachua, Florida.

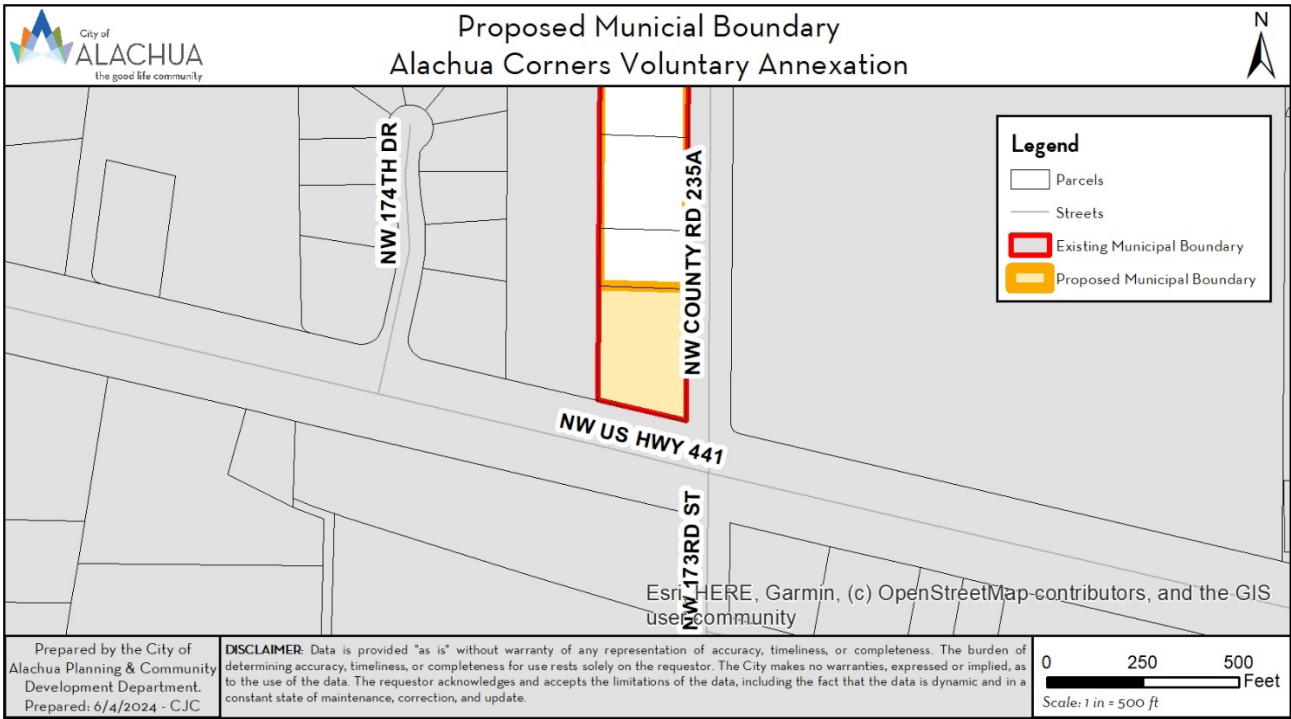


Figure 1. Proposed Municipal Boundary

# EXISTING USES

The subject property is undeveloped and is comprised primarily of cleared lands. The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the subject property are identified in Table 1.

Table 1. Existing Land Uses

| Existing Use(s) | FLUM Designation(s)         | Zoning District(s)                            |
|-----------------|-----------------------------|-----------------------------------------------|
| Vacant          | Rural/Agricultural (County) | Administrative and Professional (AP) (County) |

# SURROUNDING USES

The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the surrounding area are identified in Table 2. Figure 2 provides an overview of the vicinity of the subject property. Figure 3 provides an overview of the surrounding future land use map designations. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject property and to generally orient the reader. The information below is not intended to be all-inclusive, and may not identify all existing uses, FLUM designations, and/or zoning districts surrounding the subject property.)

Table 2. Surrounding Land Uses

| Direction | Existing Use(s)                              | FLUM Designation(s)         | Zoning District(s)        |
|-----------|----------------------------------------------|-----------------------------|---------------------------|
| North     | Single-Family Detached Residential           | Rural/Agricultural (County) | Agricultural (A) (County) |
| South     | Vehicle Sales and Services; Retail and Sales | Commercial                  | Commercial Intensive (CI) |
| East      | High School                                  | Public                      | Agricultural (A)          |
| West      | Religious Institution                        | Agriculture                 | Agricultural (A)          |

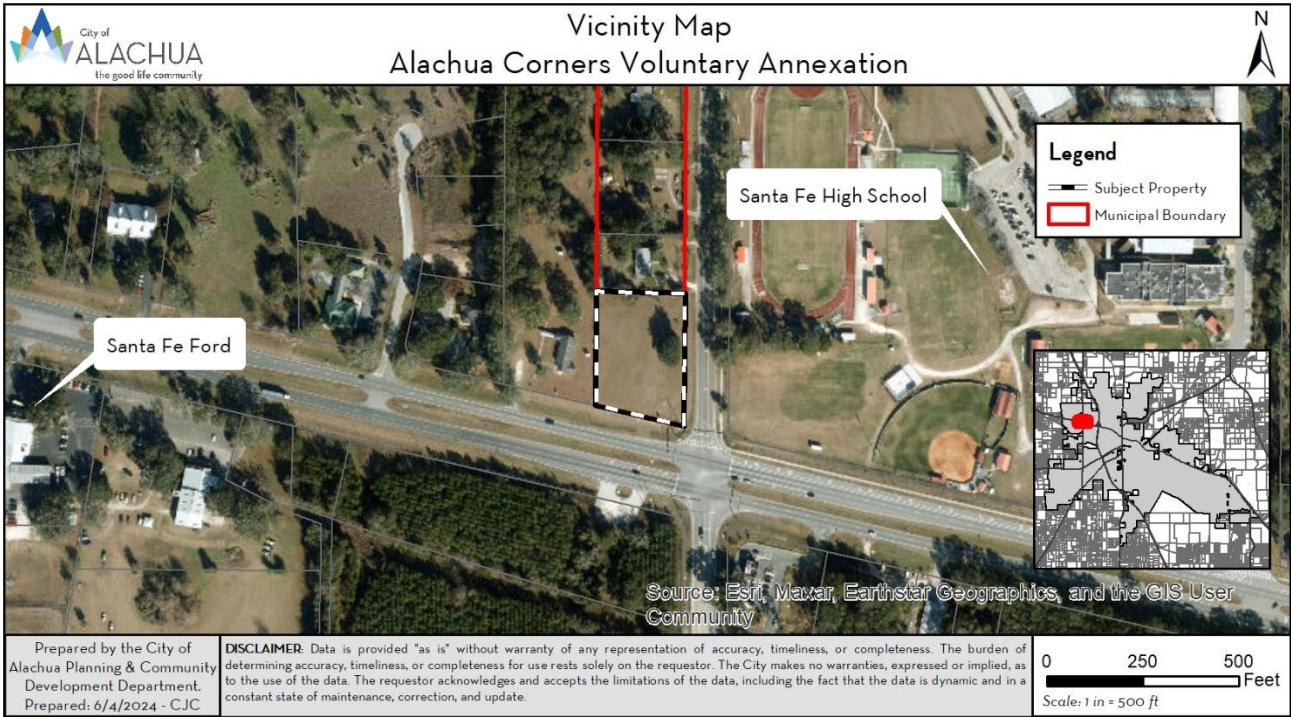


Figure 2. Vicinity Map

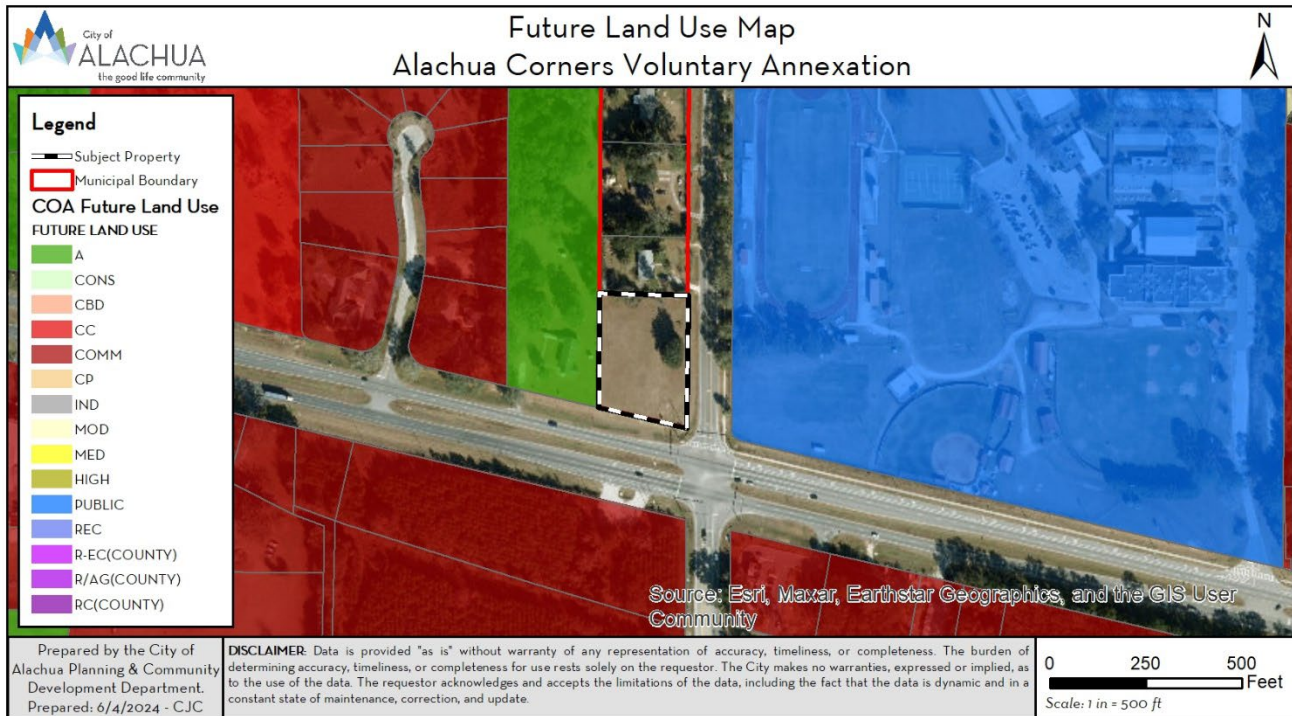


Figure 3. Future Land Use Map

## CHARACTER OF THE AREA TO BE ANNEXED

Chapter 171.043, Florida Statutes, establishes the standards for which the area to be annexed must be found consistent in character with. The subject property proposed to be annexed has been evaluated against these standards.

171.043 A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

- (1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

**Evaluation & Findings:** Chapter 171.031, Florida Statutes, defines contiguous as meaning "that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality." The subject property is coterminous on three of its four sides with the City of Alachua boundary and meets the definition of contiguous. Chapter 171.031, Florida Statutes, defines compactness as meaning "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." The subject property is confined to one area and reduces an existing enclave, meeting the definition of compactness. The subject property is not already incorporated within another municipality.

- (3) In addition to the area being developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:
  - (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary and cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or
  - (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

**Evaluation & Findings:** The subject property is adjacent on at least 60 percent of its external boundary to the City of Alachua boundary and the boundary of areas developed for urban purposes.

**Evaluation & Findings:** The subject property proposed for voluntary annexation meets the criteria established in Chapter 171.043, Florida Statutes.

## COMPRHENSIVE PLAN CONSISTENCY ANALYSIS

The Goals, Objectives, and Policies (GOPs) identified below are provided to establish a basis of the application's consistency with the Comprehensive Plan. There may be additional GOPs which the application is consistent with that are not identified within this report. An evaluation and findings of consistency with the identified GOPs is also provided below.

### Future Land Use Element

#### *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.

**Evaluation & Findings:** An analysis of the proposed voluntary annexation in relation to the requirements of Chapter 171, Florida Statutes, has been included within this report. The proposed voluntary annexation is found to comply with the requirements of Chapter 171, Florida Statutes.

# PUBLIC FACILITIES IMPACT ANALYSIS

Chapter 171.042, Florida Statutes, establishes prerequisites to annexation, including the setting forth of plans for extending each major municipal service performed within the city at the time of annexation. Impacts to existing public facilities are expected to be de minimis as the subject property is vacant and any future development will require amending the City’s Comprehensive Plan and Official Zoning Atlas. Impacts to existing public facilities will be reevaluated at that time.

The subject property is already located within the City’s Community Wastewater Service Area and Community Potable Water Service Area as established in the Community Facilities Element of the City’s Comprehensive Plan; therefore, no extension of utilities to service the subject property will be required. Figure 4 demonstrates the subject property’s location in relation to existing pressurized water mains and wastewater force and gravity mains.

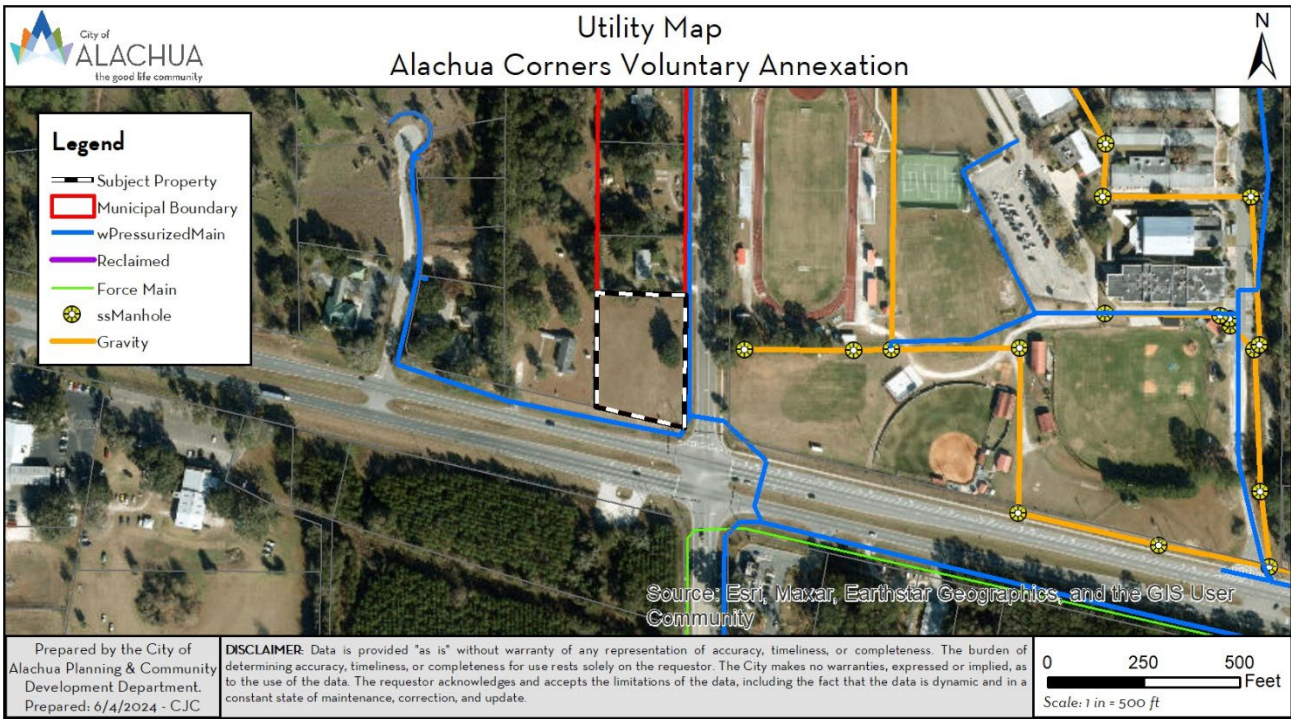


Figure 4. Utility Map

EXHIBIT "A"  
TO  
PA24-0002  
ALACHUA CORNERS VOLUNTARY ANNEXATION  
FEASIBILITY STUDY

DRAFT ORDINANCE 24-09

**ORDINANCE 24-09**

**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 03044-001-002); 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 AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Jannette L. Browning and D. Holton Browning, as Trustees of the Browning Family Revocable Trust, owner of the property to be annexed, have 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**, pursuant to the provisions of Florida Statute 171.042, a written notice of annexation has been mailed to each person who resides or owns property within the area proposed to be annexed no fewer than 10 days prior to the first public hearing and the notice has been kept available for public inspection during the regular business hours in the Office of the Deputy City Clerk of the City of Alachua, Florida; and,

**WHEREAS**, City Staff has prepared a feasibility study meeting the requirements of Florida Statute 171.042 and the feasibility study has been filed with the Board of County Commissioners of Alachua County, Florida no fewer than 15 days prior to commencing annexation procedures; and,

**WHEREAS**, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing City boundaries of the City of Alachua, Florida, and is reasonably compact, and does not create an enclave, and meets the requirements of character as established in Florida Statute 171.043.

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

**Section 1.**

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."

**Section 2.**

A location map is hereby attached to this ordinance and identified as “Exhibit B.”

**Section 3.**

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 4.**

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 being annexed, and shall be enforced by the City of Alachua.

**Section 5.**

This Ordinance shall take effect immediately after its passage and adoption.

**Passed on First Reading the \_\_\_\_ day of \_\_\_\_.**

**PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this \_\_\_\_ day of \_\_\_\_ 2024.**

CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

\_\_\_\_\_  
Gib Coerper, Mayor  
**SEAL**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Mike DaRoza, City Manager/Clerk

\_\_\_\_\_  
Marian B. Rush, City Attorney

**EXHIBIT A**

**A tract of land located in the Southeast ¼ of Section 8, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:**

**For a point of reference commence at the Southeast corner of said Section 8: thence run North 01 deg. 49 min. West, along the East line of said Section 8 a distance of 2010.55 feet; thence run South 89 deg. 29 min. West, 50 feet to the Westerly right-of-way of State Road S-235A being the point of beginning; thence from said point of beginning continue South 89 deg. 29 min. West, a distance of 200 feet; thence run South 01 deg. 49 min. East, a distance of 257.75 feet to the Northerly right-of-way line a distance of 205.2 feet to the said Westerly right-of-way line of State Road No. S235A; thence run North 01 deg. 49 min. West, along said Westerly right-of-way line, a distance of 298.4 feet to close on said point of beginning.**

**EXHIBIT B**

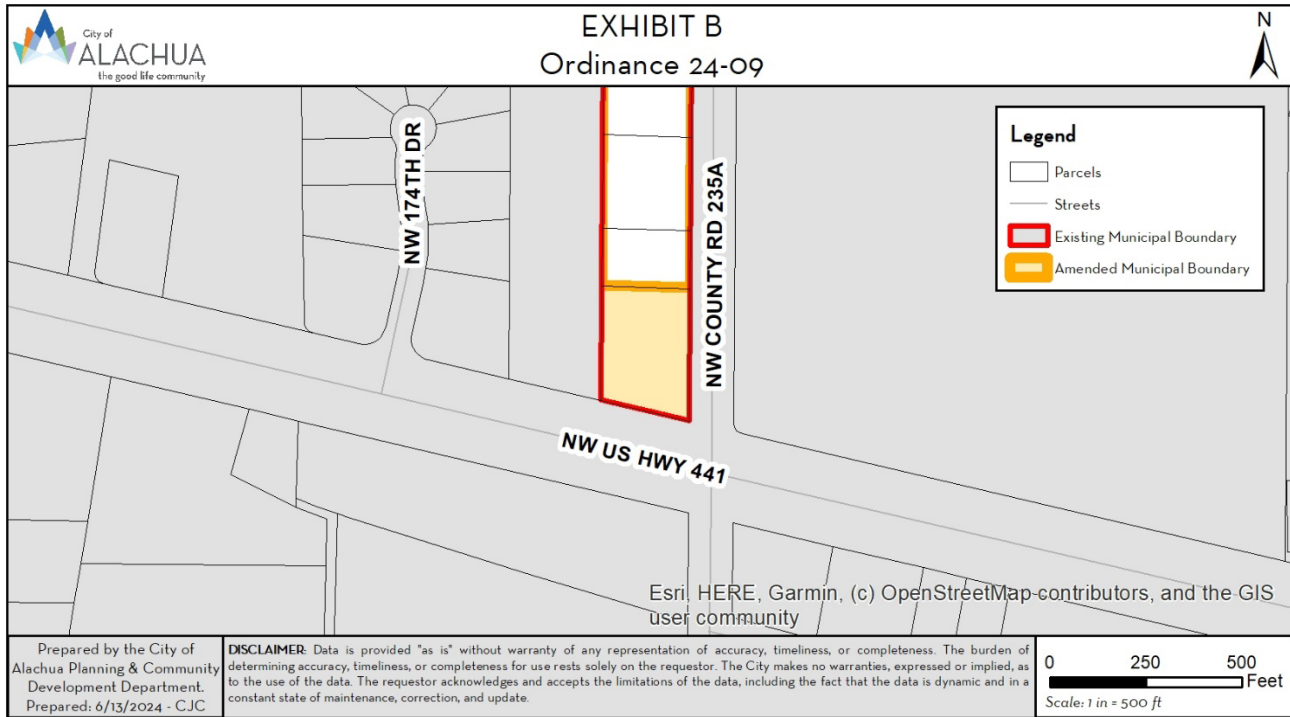


EXHIBIT “B”  
TO  
PA24-0002  
ALACHUA CORNERS VOLUNTARY ANNEXATION  
FEASIBILITY STUDY

SUPPORTING APPLICATION MATERIALS  
SUBMITTED BY CITY STAFF TO THE  
CITY COMMISSION



# City of Alachua

MIKE DAROZA  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN

June 6, 2024

Submitted electronically to [Nick@RedBellPartners.com](mailto:Nick@RedBellPartners.com)

Nicholas Jones, Managing Member  
Alakai Acquisitions, LLC  
2469 N John Young Pkwy, Suite C  
Orlando, FL 32804

Application #: PA24-0002

RE: Notice of Hearing to be Scheduled for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a  $\pm$  1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Based on review of the materials submitted, the City has determined that this application can now be scheduled for a hearing before the City Commission.

The application has been tentatively scheduled for first hearing at the **August 12, 2024** City Commission meeting (*the application may be rescheduled should an applicable County or State agency provide comment on the application once the item has been noticed*).

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM one week prior to the City Commission meeting; therefore, the presentation or materials must be submitted no later than 12:00 PM on **Monday, August 5, 2024**. Any presentation or materials may be submitted electronically by emailing them to [planning@cityofalachua.org](mailto:planning@cityofalachua.org).

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

Sincerely,

Carson J. Crockett, AICP Candidate  
Planner

CC: Mike DaRoza, City Manager *(by electronic mail)*  
Rodolfo Valladares, Assistant City Manager *(by electronic mail)*  
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*  
Justin Tabor, AICP, Principal Planner *(by electronic mail)*  
Adam Hall, AICP, Principal Planner *(by electronic mail)*  
Project File



# City of Alachua

MIKE DAROZA  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN

May 20, 2024

Submitted electronically to [Nick@RedBellPartners.com](mailto:Nick@RedBellPartners.com)

Nicholas Jones, Managing Member  
Alakai Acquisitions, LLC  
2469 N John Young Pkwy, Suite C  
Orlando, FL 32804

Application #: PA24-0002

RE: Completeness Review for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a  $\pm$  1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002).

According to Section 2.6.6 of the City's Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning & Community Development Department has reviewed the aforementioned application for completeness and finds that the application is complete.

**This determination is based solely on a preliminary review of your application for completeness.** An in-depth review of the content of the application will be performed, and the findings transmitted under separate cover.

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

Sincerely,

Carson J. Crockett, AICP Candidate  
Planner

CC: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*  
Justin Tabor, AICP, Principal Planner *(by electronic mail)*  
Adam Hall, AICP, Principal Planner *(by electronic mail)*  
Project File

just  
the  
FACTS



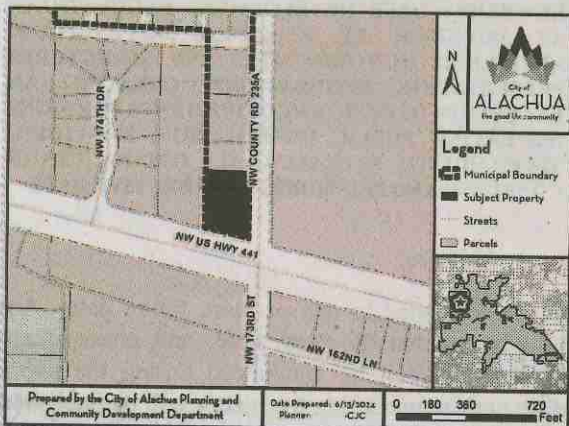
## City of ALACHUA

### 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 August 12, 2024 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 24-09

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 03044-001-002); 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 AN EFFECTIVE DATE.



The subject property is generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). 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 and 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 - July 25, 2024 and August 1, 2024)

## Transactions

- Real Estate Litigation
- Landlord - Tenant
- Unlawful Detainers
- Land Use
- Public Employee Defense

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(7529)

14804 Main Street  
Alachua, Florida

Boredom, defined as the inability to engage in satisfying activities, affects 91 to 98 percent of youth, according to research. This pervasive feeling can lead to depression and anxiety, signaling a dire need for attention to the mental health of our next generation of leaders and workforce. But are we truly listening?

If today's youth don't find satisfaction before adulthood, how will they cope with essential but unexciting responsibilities? By addressing youth boredom and mental health now, we can nurture a resilient, engaged generation. Making tough decisions for our young people isn't easy, but in the long run, they'll appreciate our concern for their future, even if it means risking their temporary anger.

I am a mom and a grandparent, deeply committed to creating a supportive community where parents can nurture the mental well-being of their children.

I envision Alachua County as a beacon for economic development, higher education, biotech, and future innovations because our workforce is strong.

Together, we will intentionally develop future leaders and a thriving workforce making our county the most desirable place to live, work, and raise a family.

Let's build a brighter, safer future for our children and our community.



**PAMELA 4 SHERIFF**

ALACHUA COUNTY

**Pamela D. Marshall-Koons**

Candidate for Ala. County Sheriff

Executive Director At The WELLness Network

Public Policy/Corporate Strategist Author - The Art of Forgiveness - An Expression of Peace

**352-356-VOTE • United@Pamela4Sheriff • Pamela4Sheriff.org**

Political advertisement paid for and approved by Pamela Marshall-Koons, Independent for Alachua County Sheriff.

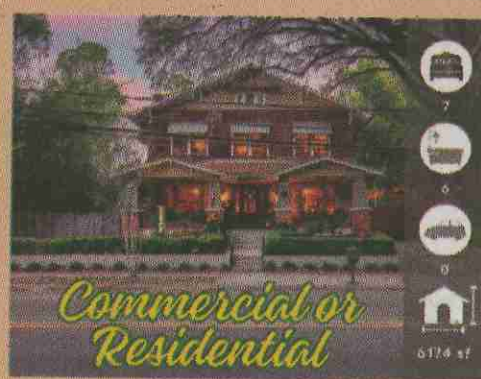


## LISTINGS

# for sale



**HORIZON**  
REALTY OF ALACHUA, INC.



*Commercial or  
Residential*

**GC520473 \$695,000**

24042/24016 W US HWY 27 HIGH SPRINGS

Two beautiful, historic homes in High Springs! Currently used as a Bed & Breakfast, these vintage homes can be your new residence or take over the Turn-Key business. The Grady House & Easterlin House have been pillars in High Spring's community for many, many years.



*Office Suites for  
Lease*

**GC519208 \$2,500 month**

16407 NW 174TH DR D&E ALACHUA

Located in Horizon Office Park on US 441 just N of I-75 and Santa Fe High School. Well-maintained office building across from Renasant Bank and Santa Fe Ford and the soon to be Wawa and additional retail/businesses under construction. Business professional!



**GC517304 \$524,000**

11306 CREEK DRIVE ALACHUA

Nestled in the heart of the Turkey Creek Golf Community of Alachua, this stunning English Tudor style home is a true castle for those who appreciate timeless elegance. With enchanting castle-like features, this property is more than just a house; it is a dream come true.



*Lake Front*

**GC519511 \$420,000**

210 LAKE RAY RD HAWTHORNE

Your Country Oasis awaits you: A Unique one of a kind 3 level pine log home on most desirable Cowpen Lake. The home features 4BR 3BA on 3 split levels: main, upper level and recently finished walkout basement with a 1 car garage.

**HORIZON REALTY  
OF ALACHUA, INC.**

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**PH: 386-462-4020**

**HORIZONREALTYFL.COM**

officer's patrol vehicle and a second patrol vehicle that had arrived.

McLees allegedly ran multiple stop signs while driving west on Northwest 184th Road and crossed

assault on a law enforcement officer, fleeing with the condition that or attempting to elude a law enforcement officer and suspended if he successfully



# ALACHUA

## Task Force Vacancy

### Education Task Force

The Alachua City Commission is accepting applications for one (1) vacancy on its Educational Task Force. The appointment will be for a three-year term. A minimum of three (3) members must reside in the City of Alachua and two (2) members may be residents of the greater Alachua area. Interested applicants must be willing to attend meetings on a regular basis to be determined by the Task Force and have a keen interest in education for children.

To apply, you may obtain an application and information from either our website [www.cityofalachua.com](http://www.cityofalachua.com), or contact the City of Alachua at (386) 418-6100 to obtain a copy. The City must receive applications on or before **August 29, 2024, for consideration**. You may send your application Attention: City Manager's Office, P.O. Box 9, Alachua, FL 32616 or drop it off at City Hall, located at 15100 NW 142 Terrace.

(Published: Alachua County Today - August 1, 2024 and August 15, 2024)



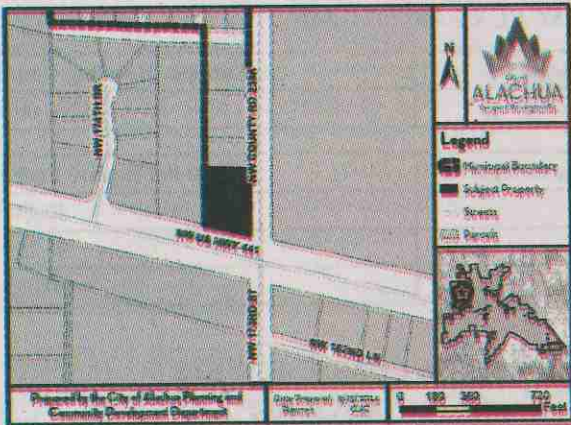
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(Published: Alachua County Today - July 25, 2024 and August 1, 2024)



## Ben Boukari

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14804 Main Street  
Alachua, Florida

## CHAT W/PAMELA4SHERIFF

### Ending Violence Starts with Self-Protection

By Pamela Marshall-Koons

I wish it was true that not getting on the scale meant I hadn't gained weight. However, we seemingly operate in a societal norm that if we don't discuss rapes and sexual assaults happening on college campuses and in our communities, they didn't happen.

During a recent Peace and Healing Thru Forgiveness Workshop, I shared my journey to forgiveness after being raped, in my freshmen year of college. Two ladies left the room. I'm not sure why they were triggered, but I have been in their shoes. Not sharing our stories does not make our hearts lighter nor our communities safer.

I wish I could have had a conversation with 17-year-old Pamela. I would have explained to her, about her responsibility to protect this transcendent miracle called the body. This gift, given to each of us by the Creator, entrusts us to guard and protect until our last exhale. One more thing Pamela, the Creator didn't trust you with a magnificent vessel just for show. It is the home of your spirit, allowing you to connect with others, to carry out your assignments and purpose.

"So why have we been coerced into relinquishing the power to protect this precious gift," my 17-year-old self might ask?

The commercialization of our bodies has led you to believe that this gift from the Creator was for others to enjoy, so you didn't know that their hands were not good. You paid insur-



Chat W/Pamela4sheriff. Please submit questions or comments to [www.pamela4sheriff.org](http://www.pamela4sheriff.org). You could be featured in our next column.

ance for your vehicle to protect it from mayhem, but you left your most precious gift in the hands of a world that was not on your side.

I want us to think about how much we talk about ending violence. Now think about how we have become comfortable with allowing attacks on the human body. Every 98 seconds someone is raped in America. Rapes and sexual assaults are the most under-reported crimes in our communities. If we don't feel safe taking care of ourselves, then how can we comprehend our responsibility to help take care of others.

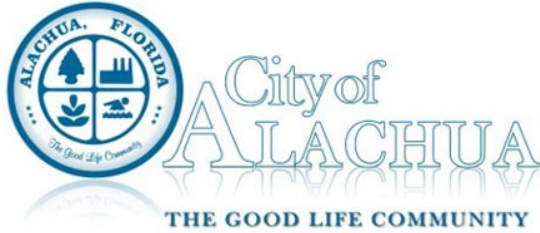
As your Alachua County Sheriff, I will help lead these uncomfortable conversations. This is the hard work. Let's have these conversations so we can STOP the Violence on this precious miracle, our bodies because we all deserve to be safe.

**PAMELA 4 SHERIFF**  
ALACHUA COUNTY

**Pamela D. Marshall-Koons**  
Candidate for Ala. County Sheriff  
Executive Director At The WELLness Network  
Public Policy/Corporate Strategist Author - The Art of Forgiveness - An Expression of Peace

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Political advertisement paid for and approved by Pamela Marshall-Koons, Independent for Alachua County Sheriff.



## Commission Agenda Item

**MEETING DATE:** August 12, 2024

**SUBJECT:** Ordinance 24-10, First Reading; Amending Code Section 38 - Utility Rates

**PREPARED BY:** Michael Carrillo

**RECOMMENDED ACTION:**

Approve Ordinance 24-10 on First Reading and Schedule Second Reading on August 28, 2024.

### Summary

The City of Alachua establishes water, wastewater, and reclaimed water rates to generate revenue sufficient to meet its operating expenses. The City of Alachua's water, wastewater, and reclaimed water rates were last modified in 2023 for the Fiscal Year 2024 budget process. The Administration evaluates utility rates annually during the budget process and, if warranted, recommends rates be adjusted.

Staff utilizes models for developing water, wastewater, and reclaimed water rates. The forecasts determine whether or not rates will produce revenues that are sufficient to meet the expenses associated with providing utility service to our residents. Staff proposes increases in its water, wastewater, and reclaimed water rates and an increase in the water meter installation charge, water capital facility charges, and wastewater capital facility charges to ensure the funds operate in a self-sustaining manner.

The Florida Public Service Commission (FPSC) annually publishes a Water and Wastewater Price Index. The prices establish a price increase or decrease for major categories of water and wastewater operating expenses. The intent of the price index is to identify the necessary adjustments that utility service providers should make to their rates to stay abreast of inflationary or deflationary pressures. The latest FPSC approved a water and wastewater price index of 3.24%.

As identified in Ordinance 24-10, the proposed rate increases are:

- 7%, to amend the water rates, and
- 5%, to amend the wastewater and reclaimed water rates.

The proposed rates provide for changes to the customer charge, availability charge, and consumption charge. The proposed rate includes 7% increase to amend the water meter installation charge and the associated capital facility charges for water. The proposed rate includes 5% increase to amend the associated capital facility charges for wastewater.

The City Commission held a workshop to review utility rates on July 22, 2024. Notices were issued through the City's utility billing system in accordance with Florida Statute 180.136.

### **FINANCIAL IMPACT**

### **ADDITIONAL FINANCIAL INFORMATION**

### **ATTACHMENTS**

1. FIRST READING Ordinance 24-10 Water, Wastewater, Reclaim Rates
2. Ordinance 24-10 Ad (1st Reading) publication 07252024

**ORDINANCE 24-10**

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FOLLOWING SECTIONS OF CHAPTER 38 OF THE CITY OF ALACHUA CODE OF ORDINANCES: SECTION 38-99(A) INCREASING THE WATER METER INSTALLATION CHARGE; 38-101(A) INCREASING THE WATER CAPITAL FACILITIES CHARGE; 38-102(A)(1) INCREASING THE WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-102(A)(2) INCREASING THE MONTHLY WATER AVAILABILITY CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY'S WATER SYSTEM; SECTION 38-102(A)(3) INCREASING THE WATER CONSUMPTION CHARGES FOR RESIDENTIAL SERVICE, NONRESIDENTIAL SERVICE, AND IRRIGATION SERVICE; SECTION 38-139(A) INCREASING THE WASTEWATER CAPITAL FACILITIES CHARGE; SECTION 38-140(A)(1) INCREASING THE WASTEWATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-140(A)(2) INCREASING THE WASTEWATER USAGE CHARGES FOR RESIDENTIAL SERVICE AND NONRESIDENTIAL SERVICE; SECTION 38-141(A)(1) INCREASING THE RECLAIMED WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY RECLAIMED WATER SYSTEM; SECTION 38-141(A)(2) INCREASING THE RECLAIMED WATER USAGE CHARGE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR INCLUSION IN THE CITY CODE; AND, PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of Alachua provides water, wastewater and reclaimed water services to residential and non-residential customers located within its water and wastewater service territories; and,

**WHEREAS**, the current residential customer and non-residential charges for water, wastewater, and reclaimed water services are not adequate to cover the cost of providing such services, and,

**WHEREAS**, the City Commission, being fully advised of the facts and circumstances, hereby finds it necessary and in the interest of prudent management of public assets and business affairs to increase the current residential and non-residential charges for water, wastewater, and reclaimed water services in order to equitably and adequately fund the cost of such essential services, and

**WHEREAS**, the City of Alachua Commission hereby amends Section 38-99(a), Section 38-101(a), Section 38-102(a)(1), Section 38-102(a)(2) Section 38-102(a)(3), Section 38-139(a), Section 38-140(a)(1), Section 38-140(a)(2), Section 38-141(a)(1), and Section 38-141(a)(2) of the City of Alachua Code of Ordinances.

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

**Section 1. Amendment of Code of Ordinances**

The following sections of Chapter 38 of the City of Alachua Code of Ordinances are hereby amended to read as follows:

**Section 38-99. Water meter installation charge.**

City of Alachua

- (a) Upon written application and payment to the City of the charges required herein, the City shall furnish all labor, material and equipment necessary, in accordance with the standard construction specifications of the City, to provide water service to the consumer's property line. Each applicant shall pay to the City, prior to the issuance of a building permit, a water meter installation charge based on the schedule in this subsection. The following schedule of rates will apply to all property within the corporate City limits:

***Water Meter Installation Charges***  
***(Domestic and Irrigation)***

| Meter Size<br>(inches) | Water Meter<br>Installation Charge |
|------------------------|------------------------------------|
| 5/8 x 3/4              | <del>\$535</del> <u>\$572</u>      |
| 3/4                    | <del>\$583</del> <u>\$624</u>      |
| 1                      | <del>\$599</del> <u>\$641</u>      |
| 1 - 1 1/2              | <del>\$690</del> <u>\$738</u>      |
| 2                      | Actual Cost                        |
| 3                      | Actual Cost                        |
| (with backflow)        | Actual Cost                        |
| 4                      | Actual Cost                        |
| (with backflow)        | Actual Cost                        |

**Section 38-101. Water capital facilities charge.**

(Domestic and Irrigation)

- (a) Each applicant for water service shall pay to the City a water capital facilities charge, where no water capital facilities charge has been previously paid, prior to conducting the final inspection. This charge is prescribed for various categories of consumers as follows: For residential and commercial consumers, the water capital facilities charge shall be based on the sizes and type of the water meters installed according to the schedule in this subsection. The following schedule of charges shall apply to all property within the corporate limits:

| Water Meter<br>Size<br>(inches) | Water Capital Facilities Charge       |                                       | Total                                 |
|---------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
|                                 | Treatment<br>Facilities               | Distribution<br>Facilities            |                                       |
| 5/8 x 3/4                       | <del>\$1,846</del> <u>\$1,975</u>     | <del>\$556</del> <u>\$595</u>         | <del>\$2,402</del> <u>\$2,570</u>     |
| 1                               | <del>\$4,617</del> <u>\$4,940</u>     | <del>\$1,386</del> <u>\$1,483</u>     | <del>\$6,003</del> <u>\$6,423</u>     |
| 1 1/2                           | <del>\$9,229</del> <u>\$9,875</u>     | <del>\$2,771</del> <u>\$2,965</u>     | <del>\$12,000</del> <u>\$12,840</u>   |
| 2                               | <del>\$14,766</del> <u>\$15,800</u>   | <del>\$4,430</del> <u>\$4,740</u>     | <del>\$19,196</del> <u>\$20,540</u>   |
| 3 Compound                      | <del>\$29,532</del> <u>\$31,599</u>   | <del>\$8,860</del> <u>\$9,480</u>     | <del>\$38,392</del> <u>\$41,079</u>   |
| 3 Turbine                       | <del>\$64,601</del> <u>\$69,123</u>   | <del>\$19,383</del> <u>\$20,740</u>   | <del>\$83,984</del> <u>\$89,863</u>   |
| 4 Compound                      | <del>\$46,144</del> <u>\$49,374</u>   | <del>\$13,846</del> <u>\$14,815</u>   | <del>\$59,990</del> <u>\$64,189</u>   |
| 4 Turbine                       | <del>\$184,575</del> <u>\$197,495</u> | <del>\$55,373</del> <u>\$59,249</u>   | <del>\$239,948</del> <u>\$256,744</u> |
| 6 Compound                      | <del>\$92,288</del> <u>\$98,748</u>   | <del>\$27,686</del> <u>\$29,624</u>   | <del>\$119,974</del> <u>\$128,372</u> |
| 6 Turbine                       | <del>\$369,150</del> <u>\$394,991</u> | <del>\$110,745</del> <u>\$118,497</u> | <del>\$479,895</del> <u>\$513,488</u> |

**Section 38-102. Rates for Consumption of Water are hereby amended as set forth below.**

(a) *Rates.* The rates to be assessed and collected from customers of water furnished as set forth below.

***Water System Consumption Charges.***

- (1) *Customer charge.* Each customer must pay a customer charge for each metered point of connection to the City's water system.

CUSTOMER CHARGE ~~\$10.07~~ \$10.77 per month

- (2) *Water availability charge.* Each customer must pay a water availability charge for each metered point of connection to the City's water system based upon water meter size associated with each connection point.

|             |                                               |
|-------------|-----------------------------------------------|
| 5/8" x 3/4" | <del>\$1.32</del> <u>\$1.41</u> per month     |
| 1"          | <del>\$3.37</del> <u>\$3.61</u> per month     |
| 1 1/2"      | <del>\$7.60</del> <u>\$8.13</u> per month     |
| 2"          | <del>\$13.47</del> <u>\$14.41</u> per month   |
| 3"          | <del>\$29.18</del> <u>\$31.22</u> per month   |
| 4"          | <del>\$53.84</del> <u>\$57.61</u> per month   |
| 6"          | <del>\$121.21</del> <u>\$129.69</u> per month |
| 8"          | <del>\$215.49</del> <u>\$230.57</u> per month |

- (3) *Water consumption charge(s).* Each customer must pay for water consumed through each connection point based upon water service type.

**RESIDENTIAL SERVICE**

|                                  |                                                   |
|----------------------------------|---------------------------------------------------|
| Tier 1 (0 – 4,000 gallons)       | <del>\$2.40</del> <u>\$2.57</u> per 1,000 gallons |
| Tier 2 (4,001 – 8,000 gallons)   | <del>\$3.12</del> <u>\$3.34</u> per 1,000 gallons |
| Tier 3 (8,001 gallons and above) | <del>\$4.67</del> <u>\$5.00</u> per 1,000 gallons |

**NON-RESIDENTIAL (Commercial, Industrial and Fire Line Service)**

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Tier 1 (All consumption) | <del>\$3.12</del> <u>\$3.34</u> per 1,000 gallons |
|--------------------------|---------------------------------------------------|

**IRRIGATION (Residential and Non-Residential Service)**

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Tier 1 (All Consumption) | <del>\$4.67</del> <u>\$5.00</u> per 1,000 gallons |
|--------------------------|---------------------------------------------------|

**Section 38-139. Wastewater capital facilities charge.**

- (a) Each applicant for wastewater service shall pay to the City a wastewater capital facilities charge, where no wastewater capital facilities charge has been previously paid, prior to conducting the final inspection. This charge is prescribed for various categories of consumers as follows: For residential and commercial consumers, the wastewater capital facilities charge shall be based on the sizes and type of the water meters installed according to the schedule in this subsection. The following schedule of charges shall apply to all property within the corporate limits:

| Water Meter<br>Size<br>(inches) | Wastewater Capital Facilities Charge |           | Collection |           | Total               |
|---------------------------------|--------------------------------------|-----------|------------|-----------|---------------------|
|                                 | Treatment<br>Facilities              |           | Facilities |           |                     |
| 5/8 x 3/4                       | \$3,542                              | \$3,719   | \$861      | \$904     | \$4,403 \$4,623     |
| 1                               | \$8,860                              | \$9,303   | \$2,156    | \$2,264   | \$11,016 \$11,567   |
| 1 1/2                           | \$17,719                             | \$18,605  | \$4,307    | \$4,522   | \$22,026 \$23,127   |
| 2                               | \$28,355                             | \$29,773  | \$6,891    | \$7,236   | \$35,246 \$37,008   |
| 3 Compound                      | \$56,699                             | \$59,534  | \$13,782   | \$14,471  | \$70,481 \$74,005   |
| 3 Turbine                       | \$124,034                            | \$130,236 | \$30,147   | \$31,654  | \$154,182 \$161,890 |
| 4 Compound                      | \$88,596                             | \$93,026  | \$21,534   | \$22,611  | \$110,130 \$115,637 |
| 4 Turbine                       | \$354,384                            | \$372,103 | \$86,135   | \$90,442  | \$440,519 \$462,545 |
| 6 Compound                      | \$177,192                            | \$186,052 | \$43,068   | \$45,221  | \$220,260 \$231,273 |
| 6 Turbine                       | \$708,768                            | \$744,206 | \$172,270  | \$180,884 | \$881,038 \$925,090 |

**Section 38-140. Wastewater rates and charges are hereby amended as set forth below:**

- (a) *Rates.* There is hereby established a schedule of monthly rates and charges for the use of or availability for the use of wastewater collection, treatment and disposal service which in part is based on the amount of water used from the City water system as measured by the customer water meter. Wastewater service charges shall be billed to and be the responsibility of the customer responsible for paying the water bill at any specific location. These rates will apply to all locations within the corporate city limits.

***Wastewater System Usage Charges.***

- (1) *Wastewater Customer charge.* Each customer must pay a wastewater customer charge for each metered (water meter) point of connection to the City's water system.

CUSTOMER CHARGE \$12.47 \$13.09 per month

- (2) *Wastewater Usage Charge(s).* Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

RESIDENTIAL CUSTOMERS \$6.55 \$6.88 per 1,000 gallons

NON-RESIDENTIAL (Commercial & Industrial) \$9.11 \$9.57 per 1,000 gallons

**Section 38-141. Reclaimed water rates and charges are hereby amended as set forth below:**

- (a) *Rates.* There is hereby established a schedule of monthly rates and charges for the use of or availability for the use of reclaimed water. These rates will apply to all locations within the corporate city limits.

***Reclaimed Water System Usage Charges.***

- (1) *Reclaimed water customer charge.* Each customer must pay a reclaimed water customer charge for each metered point of connection to the City's reclaimed water system.

CUSTOMER CHARGE \$9.37 \$9.84 per month

- (2) *Reclaimed water usage charge(s).* Each customer must pay for reclaimed water withdrawn from the City reclaimed water system.

CONSUMPTION CHARGE

~~\$0.85~~ \$0.89 per 1,000 gallons

**Section 2. Inclusion of the Code**

It is the intention of the City Commission of the City of Alachua, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Alachua, Florida; that the sections of this ordinance may be renumbered or re-lettered and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation to accomplish such intention

**Section 3. Repealing Clause**

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

**Section 4. 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 5. Effective Date**

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

**PASSED** on first reading on the 12<sup>th</sup> day of August, 2024.

**PASSED** and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading on the 26<sup>th</sup> day of August, 2024.

CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

\_\_\_\_\_  
Gib Coerper, Mayor  
**SEAL**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Mike DaRoza, City Manager/Clerk

\_\_\_\_\_  
Marian B. Rush, City Attorney



# City of ALACHUA

## PUBLIC NOTICE

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

The City of Alachua City Commission will hold a public hearing on a proposed ordinance on August 12, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers of City Hall, at 15100 NW 142nd Terrace, Alachua, Florida.

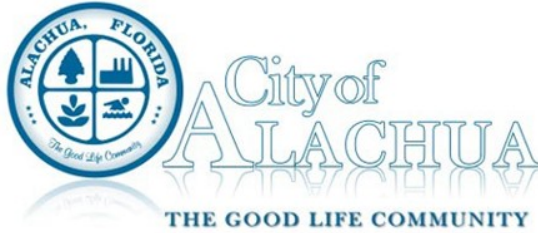
The ordinance title is as follows:

#### ORDINANCE 24-10

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FOLLOWING SECTIONS OF CHAPTER 38 OF THE CITY OF ALACHUA CODE OF ORDINANCES: SECTION 38-99(A) INCREASING THE WATER METER INSTALLATION CHARGE; 38-101(A) INCREASING THE WATER CAPITAL FACILITIES CHARGE; 38-102(A)(1) INCREASING THE WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-102(A)(2) INCREASING THE MONTHLY WATER AVAILABILITY CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY'S WATER SYSTEM; SECTION 38-102(A)(3) INCREASING THE WATER CONSUMPTION CHARGES FOR RESIDENTIAL SERVICE, NONRESIDENTIAL SERVICE, AND IRRIGATION SERVICE; SECTION 38-139(A) INCREASING THE WASTEWATER CAPITAL FACILITIES CHARGE; SECTION 38-140(A) (1) INCREASING THE WASTEWATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-140(A)(2) INCREASING THE WASTEWATER USAGE CHARGES FOR RESIDENTIAL SERVICE AND NONRESIDENTIAL SERVICE; SECTION 38-141(A)(1) INCREASING THE RECLAIMED WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY RECLAIMED WATER SYSTEM; SECTION 38-141(A) (2) INCREASING THE RECLAIMED WATER USAGE CHARGE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR INCLUSION IN THE CITY CODE; AND, PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the proposed ordinance. Copies of the proposed ordinance and related materials are available for public inspection at the Office of the City Clerk, 15100 NW 142nd Terrace, Monday-Thursday between the hours of 7:30 a.m. to 6:00 p.m. the Thursday prior to the City Commission meeting. **Written comments on the proposed ordinance may be sent to the following address: City of Alachua, Attn: Public Services Department, 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 these public hearings, you will need to ensure that a verbatim record is made. 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 - July 25, 2024)



## Commission Agenda Item

**MEETING DATE:** August 12, 2024

**SUBJECT:** FY 24/25 Renewal of Commercial and Group Health Insurance Packages

**PREPARED BY:** Cap Wilson

**RECOMMENDED ACTION:**

Renew the City Commercial insurance package with the Florida Municipal Insurance Trust (FMIT) at the base premium up to \$813,333 the FMIT Group Health Insurance plan at the base premium of \$1,530,876; the Dental, Vision, Life and Employee Assistance Program group plans at a combined base premium of \$63,505; the storage tank liability, law enforcement death and disability policies (now including "at work" coverage for all City employees at a maximum base premium of \$5,000, and direct the City Manager to sign appropriate contract documents.

### Summary

#### FY 24/25 COMMERCIAL AND GROUP HEALTH INSURANCE RENEWALS

##### **COMMERCIAL PACKAGE**

See attached FY 2023/2024 and FY 2024/2025 renewals for premium comparisons (Exhibit A)

##### **General and Professional Liability**

Rates are tied to City payroll total, city loss experience and loss experience in the total trust group. The City has not experienced a loss in the current rating period. A projected 4.8% overall City payroll increase together with loss experience of the trust based primarily in inflation has generated a total 8% increase in premium.

##### **Cyber Liability**

Cyber liability premium of \$2,870 is increased by \$144 for a total of \$3014. The 5% FY 24/25 increase comes in the third year of the split out of Cyber Liability Coverage from the GL & PL package and the FMIT underwriting increase is a reasonable adjustment to stabilize the rate.

##### **Auto** (All motor vehicles including largest trucks)

The Base Property Damage premium total is increased by \$7,894 (18%) and Liability coverage total is increased by \$3,919 (20%). The insured value and liability rating varies per unit and the purchase and sale of 134 budgeted units is a fluid process that takes place during the budget year.

Increases in the cost of vehicles and repairs have driven premiums increases in the marketplace

by 20 percent. The City fleet presently consists of 134 units (11 new vehicles and 1 new Pump trailer). The inventory of units is reported to FMIT in real time and all premium adjustments occur on the following quarterly billing. City vehicle insurance premiums remain low with an average for all units including liability and property damage premium of less than \$544.35 per vehicle per year.

### **Property Coverage**

Property insurance coverage includes that for City Hall, Legacy Multipurpose Center, Police Building, Operations Center, non-vehicle equipment, facilities such as the Wastewater Treatment Facility and lift stations to name the most obvious.

The City has experienced no storm losses over the past several seasons. However, other members of FMIT have not been as fortunate. Large losses along coastal and low-lying areas of the state have drawn down the reserves in the trust. FMIT called a meeting of trust members in May of 2023 and established the need for all members to contribute toward bringing the trust balance to fiscal soundness. Discussions, study and negotiations resulted in a formula adopted and recommended by actuaries for the trust. The contribution (rate increase) of members was determined by region based on experience. The City of Alachua is in the lowest category and property coverage premium was increased by 55 % at the FY 23/24 renewal. Other members experienced increases up to 150%.

City staff recognized the need to review its property schedule valuation in 2021 and submitted an amended schedule to FMIT. The action was taken recognizing our property is insured at "Replacement Cost." The City also included an increase for coverage of an additional \$800,000 in Electric Division inventory (Transformers etc.) acquired due to growing supply chain disruption.

FMIT, in 2024, determined it had not conducted appraisals of insured property since as far back as 2000. The City was among those not reviewed by FMIT in 14 years. The FMIT selected professional appraisal firm began in June of 2023 and completed its work in May of 2024. Every single item of insured property was cataloged, photographed and valued. The staff of all departments worked with the designated appraiser. Inflation over the past 4 years, especially that accumulating since COVID19, has been dramatic. The value of City Buildings, booked at construction cost vs current value (example Legacy Multipurpose Center \$5,000,000 to \$13,449,6000), resulted in a total increase of \$30,272,589. The current replacement value/Total insured value or TIV, has increased from \$51,985,671 to \$82,258,260.

City staff worked closely with the appraiser throughout the long process, raising issues that were resolved before the final report. The increase in TIV is 57%, was reduced to 55% and rates were not increased from those established in 2023/2024.

### **Workers Compensation**

A current decrease in the experience modifier( aka experience mod or the EMod) from 1.11 to .98 = a 13% rate decrease, legislative changes expanding heart disease coverage and orthopedic professional fees = a 9% increase, City payroll increase of 4.8% = 5% together with

an overall “inflation increase” = a net increase of 3%.

#### **GROUP HEALTH RATE**

**See Exhibit B. FY 2023/2024 and FY 2024/2025 renewals plus a Comparison Spreadsheet. The best two year health insurance news the City Staff has had the opportunity to present to the Commission in years is the renewal of the FY 24/25 FMIT Group Health Plans at a .5% increase from current year rates that reflected a 7% decrease.**

Group health Insurance rates have been increasing over the past ten years but the COA has been able to remain below market increases due to participation in the Florida Municipal Insurance Trust, (FMIT) since FY 2014/2015. The City loss experience has been higher than premiums paid in the past few years, but, the 2017/2018 loss ratio (82%) brought a negotiated 2% rate reduction for the FY 2018/2019 based on a break in the trend of COA losses in excess of premium, and, forbearance gained because of the implementation of wellness and safety programs.

City staff has studied plan options and alternatives while working closely with FMIT to develop a lower cost, but comparable coverage plan to bring more affordable coverage to employee dependents. Plan 18 was added as an employee option in 22/23 and 23/24. Happily, 14 employees have elected this higher deductible that reduces the cost to the employee but adds the savings to the employee HSA account.

FMIT actuaries, worldwide Willis Towers Watson, agreed to and recommended the .5% renewal rate increase for the City FY 24/25 renewal. The rate came after the FMIT announcement at the meeting of state member risk managers in May of 2023 that all factors (“inflation, inflation, inflation”) should cause managers to look for a 6 to 16% increase.

The City of Alachua focuses on developing a culture of safety and wellness in coordination with FMIT Group Health and Risk Management specialists. The joint program is a prominent part of discussions between the City and FMIT throughout every policy year. Our recognized Safety and Wellness Program and the City Drug Free Workplace also bring a continuing reduction in premium.

#### **GROUP DENTAL, VISION, LIFE and EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The City provides, at no cost, group dental, vision, life and EAP (Exhibit C) coverage for all full time employees. Employee paid dependent coverage is available at group rates. Payroll deduction is provided by the City for dependent coverage. There is no increase for Dental, Vision, Life or EAP coverage. Premium cost are low. Life is \$6.02/month (\$30,000-double indemnity and EAP is included in this policy), Vision is \$5.66/mo and Dental is \$31.08/month).

#### **EMPLOYEE PAID SUPPLEMENTAL HEALTH BENEFITS**

A long list of supplemental benefits is made available to employees at employee cost and by City provided payroll deduction. City Staff schedules and announces several opportunities each policy year for employees to meet with designated insurance representatives to be informed

about and elect chosen overages.

#### **AVAILABLE HEALTH SAVING AND FLEXIBLE SPENDING ACCOUNTS**

The City makes available to all covered employees appropriate Health Savings and Flexible Spending Accounts. The Benefit is provided at no cost to the City or employee by the City's supplemental benefits provider.

### **FINANCIAL IMPACT**

\$2,412,714

### **ADDITIONAL FINANCIAL INFORMATION**

#### **ATTACHMENTS**

1. Exhibit A FMIT FY24/25 Commercial Insurance Renewal
2. Exhibit B FY2425 Health Coverage COMPARISON
3. Exhibit B FMIT FY 24/25 Health Insurance Renewal
4. Exhibit C FY 24/25 The Stanadrd Dental, Life and EAP
5. Exhibit C FY 24/25 Humana Vision Renewal

EXHIBIT A



RENEWAL QUOTE FOR 2024-2025

City of Alachua

FMIT 0002

| <u>Coverage</u>                                  | <u>Deductible</u>   | <u>Limit</u>                 | <u>FY 24/25<br/>Premium</u> | <u>FY 23/24<br/>Premium</u> | <u>Percentage</u> |
|--------------------------------------------------|---------------------|------------------------------|-----------------------------|-----------------------------|-------------------|
| General/Professional Liability                   | \$5,000             | \$3,000,000                  | \$173,289                   | \$159,100                   | 8%                |
| Cyber Liability                                  | \$5,000             | \$1,000,000                  | \$3,014                     | \$2,870                     | 5%                |
| Automobile Liability                             | \$0                 | \$3,000,000                  | \$47,643                    | \$39,749                    | 20%               |
| Automobile Physical Damage                       | Per Schedule        |                              | \$25,300                    | \$21,381                    | 18%               |
| Property                                         | \$5,000             | \$85,330,146                 | \$398,036                   | \$254,087                   | 55%               |
| Workers' Compensation<br>Experience Modification | \$0<br>0.98 10/1/24 | Total Payroll<br>\$9,133,579 | \$166,052                   | \$160,816                   | 3%                |
| TOTAL NET PREMIUM                                |                     |                              | \$813,333                   | \$575,716                   | 41%               |

\*Includes: Drug Free Credit: Yes  
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

**The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.**

**\*Please see next page for options if applicable.**

# EXHIBIT B FY 24/25 Premium Comparison

|                                                                 | FY 23/24                                       |                                                   |                                               |                                                      | FY 24/25                                                                                           |                                                   |                                               |                                                      |                                          |
|-----------------------------------------------------------------|------------------------------------------------|---------------------------------------------------|-----------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------|------------------------------------------------------|------------------------------------------|
|                                                                 |                                                |                                                   |                                               |                                                      | <b>.5% Rate Increase - 68% Loss Ratio<br/>PEPY Increased By \$57.72 / PEPM Increased By \$4.81</b> |                                                   |                                               |                                                      |                                          |
| <b>Health - Plan 14</b>                                         | <b>Total Monthly Premium UHC - Plan 14</b>     | <b>City Monthly Contribution UHC- Plan 14</b>     | <b>Employee Contribution UHC- Plan 14</b>     | <b>COA Contribution</b>                              | <b>Total Monthly Premium UHC - Plan 14</b>                                                         | <b>City Monthly Contribution UHC- Plan 14</b>     | <b>Employee Contribution UHC- Plan 14</b>     |                                                      | <b>Increase in Employee Contribution</b> |
| Employee Only                                                   | \$ 962.14                                      | \$962.14                                          | \$0.00                                        | \$0.00                                               | \$ 966.96                                                                                          | \$966.96                                          | \$0.00                                        | N/A                                                  |                                          |
| Employee / Spouse                                               | \$ 1,924.30                                    | \$962.14                                          | \$962.16                                      | \$0.00                                               | \$ 1,933.92                                                                                        | \$966.96                                          | \$966.96                                      | N/A                                                  | \$4.80                                   |
| Employee / Children                                             | \$ 1,828.08                                    | \$962.14                                          | \$865.94                                      | \$0.00                                               | \$ 1,837.22                                                                                        | \$966.96                                          | \$870.26                                      | N/A                                                  | \$4.32                                   |
| Family                                                          | \$ 3,078.84                                    | \$962.14                                          | \$2,116.70                                    | \$0.00                                               | \$ 3,094.24                                                                                        | \$966.96                                          | \$2,127.28                                    | N/A                                                  | \$10.58                                  |
|                                                                 |                                                |                                                   |                                               |                                                      |                                                                                                    |                                                   |                                               |                                                      |                                          |
| <b>Health - HSA Plan 5</b>                                      | <b>Total Monthly Premium UHC - HSA Plan 5</b>  | <b>City Monthly Contribution UHC- HSA Plan 5</b>  | <b>Employee Contribution UHC- HSA Plan 5</b>  | <b>COA Contribution PEPM to HSA-Plan 5</b>           | <b>Total Monthly Premium UHC - HSA Plan 5</b>                                                      | <b>City Monthly Contribution UHC- HSA Plan 5</b>  | <b>Employee Contribution UHC- HSA Plan 5</b>  | <b>COA Contribution PEPM to HSA Account -Plan 5</b>  | <b>Increase in Employee Contribution</b> |
| Employee Only                                                   | \$ 799.26                                      | \$799.26                                          | \$0.00                                        | \$162.88                                             | \$ 803.26                                                                                          | \$803.26                                          | \$0.00                                        | \$163.70                                             | \$0.00                                   |
| Employee / Spouse                                               | \$ 1,598.48                                    | \$799.26                                          | \$799.22                                      | \$162.88                                             | \$ 1,606.48                                                                                        | \$803.26                                          | \$803.22                                      | \$163.70                                             | \$4.00                                   |
| Employee / Children                                             | \$ 1,518.58                                    | \$799.26                                          | \$719.32                                      | \$162.88                                             | \$ 1,526.18                                                                                        | \$803.26                                          | \$722.92                                      | \$163.70                                             | \$3.60                                   |
| Family                                                          | \$ 2,557.32                                    | \$799.26                                          | \$1,758.06                                    | \$162.88                                             | \$ 2,570.12                                                                                        | \$803.26                                          | \$1,766.86                                    | \$163.70                                             | \$8.08                                   |
|                                                                 |                                                |                                                   |                                               |                                                      |                                                                                                    |                                                   |                                               |                                                      |                                          |
| <b>Health - HSA Plan 18</b>                                     | <b>Total Monthly Premium UHC - HSA Plan 18</b> | <b>City Monthly Contribution UHC- HSA Plan 18</b> | <b>Employee Contribution UHC- HSA Plan 18</b> | <b>COA Contribution PEPM to HSA Account -Plan 18</b> | <b>Total Monthly Premium UHC - HSA Plan 18</b>                                                     | <b>City Monthly Contribution UHC- HSA Plan 18</b> | <b>Employee Contribution UHC- HSA Plan 18</b> | <b>COA Contribution PEPM to HSA Account -Plan 18</b> | <b>Increase in Employee Contribution</b> |
| Employee Only                                                   | \$ 669.48                                      | \$669.48                                          | \$0.00                                        | \$292.66                                             | \$ 672.84                                                                                          | \$672.84                                          | \$0.00                                        | \$294.12                                             |                                          |
| Employee / Spouse                                               | \$ 1,338.92                                    | \$699.48                                          | \$639.44                                      | \$292.66                                             | \$ 1,345.62                                                                                        | \$672.84                                          | \$672.78                                      | \$263.98                                             | \$33.34                                  |
| Employee / Children                                             | \$ 1,272.02                                    | \$699.48                                          | \$572.54                                      | \$292.66                                             | \$ 1,278.38                                                                                        | \$672.84                                          | \$605.54                                      | \$263.98                                             | \$33.00                                  |
| Family                                                          | \$ 2,142.10                                    | \$699.48                                          | \$1,442.62                                    | \$292.66                                             | \$ 2,152.82                                                                                        | \$672.84                                          | \$1,479.98                                    | \$263.98                                             | \$37.36                                  |
|                                                                 |                                                |                                                   |                                               |                                                      |                                                                                                    |                                                   |                                               |                                                      |                                          |
| <b>Dental No Increase thru 10/25</b>                            | <b>Monthly Premium</b>                         | <b>City Monthly Contribution</b>                  | <b>Employee Contribution</b>                  |                                                      | <b>Monthly Premium</b>                                                                             | <b>City Monthly Contribution</b>                  | <b>Employee Contribution</b>                  | <b>No Chnages to Employee Monthly Contribution</b>   |                                          |
| Employee Only                                                   | \$31.08                                        | \$31.08                                           | \$0.00                                        |                                                      | \$31.08                                                                                            | \$31.08                                           | \$0.00                                        | \$0.00                                               |                                          |
| Employee / Spouse                                               | \$73.56                                        | \$31.08                                           | \$42.48                                       |                                                      | \$73.56                                                                                            | \$31.08                                           | \$42.48                                       | \$0.00                                               |                                          |
| Employee / Children                                             | \$85.92                                        | \$31.08                                           | \$54.84                                       |                                                      | \$85.92                                                                                            | \$31.08                                           | \$54.84                                       | \$0.00                                               |                                          |
| Family                                                          | \$124.28                                       | \$31.08                                           | \$93.20                                       |                                                      | \$124.28                                                                                           | \$31.08                                           | \$93.20                                       | \$0.00                                               |                                          |
|                                                                 |                                                |                                                   |                                               |                                                      |                                                                                                    |                                                   |                                               |                                                      |                                          |
| <b>Vision No Increase thru 10/25</b>                            | <b>Monthly Premium</b>                         | <b>City Monthly Contribution</b>                  | <b>Employee Contribution</b>                  |                                                      | <b>Monthly Premium</b>                                                                             | <b>City Monthly Contribution</b>                  | <b>Employee Contribution</b>                  | <b>No Chnages to Employee Monthly Contribution</b>   |                                          |
| Employee Only                                                   | \$5.66                                         | \$5.66                                            | \$0.00                                        |                                                      | \$5.66                                                                                             | \$5.66                                            | \$0.00                                        | \$0.00                                               |                                          |
| Employee + 1                                                    | \$11.34                                        | \$5.66                                            | \$5.68                                        |                                                      | \$11.34                                                                                            | \$5.66                                            | \$5.68                                        | \$0.00                                               |                                          |
| Family                                                          | \$15.05                                        | \$5.66                                            | \$9.39                                        |                                                      | \$15.05                                                                                            | \$5.66                                            | \$9.39                                        | \$0.00                                               |                                          |
|                                                                 |                                                |                                                   |                                               |                                                      |                                                                                                    |                                                   |                                               |                                                      |                                          |
| <b>Life Insurance, AD &amp; D and EAP No Increase thru 10/5</b> | <b>Monthly Premium</b>                         | <b>City Monthly Contribution</b>                  | <b>Employee Contribution</b>                  |                                                      | <b>Monthly Premium</b>                                                                             | <b>City Monthly Contribution</b>                  | <b>Employee Contribution</b>                  |                                                      |                                          |
| \$30,000 Paid 100% by City                                      | \$6.02                                         | \$6.02                                            | \$0.00                                        |                                                      | \$6.02                                                                                             | \$6.02                                            | \$0.00                                        |                                                      |                                          |

This Coverage Agreement shall memorialize the group health plan coverage and required premiums as agreed between Florida Municipal Insurance Trust ("FMIT") and the City of Alachua ("Designated Member").  
The effective date of this agreement is 10/01/2023-09/30/2024.

Coverage / Plans

Medical Coverage  
UnitedHealthcare, Rx Copays \$10/\$35/\$60; 2.5 for mail order \$25/\$87.50/\$150

Premiums

| UnitedHealthcare Choice Plus HSA Plan 5  |            | UnitedHealthcare Choice Plus Plan 14 |            |
|------------------------------------------|------------|--------------------------------------|------------|
| Employee                                 | \$803.26   | Employee                             | \$966.96   |
| Employee + Spouse                        | \$1,606.48 | Employee + Spouse                    | \$1,933.92 |
| Employee + Children                      | \$1,526.18 | Employee + Children                  | \$1,837.22 |
| Employee + Family                        | \$2,570.12 | Employee + Family                    | \$3,094.24 |
| UnitedHealthcare Choice Plus HSA Plan 18 |            |                                      |            |
| Employee                                 | \$672.84   |                                      |            |
| Employee + Spouse                        | \$1,345.62 |                                      |            |
| Employee + Children                      | \$1,278.38 |                                      |            |
| Employee + Family                        | \$2,152.82 |                                      |            |

Other Specified Items

Effective October 1, 2015, the Florida League of Cities is partnering with UnitedHealthcare to offer AARP Medicare Supplement and Medicare Advantage plans to decrease the overall cost to the retirees.  
The current Medicare Supplement plan will no longer be available due to the UnitedHealthcare plans being a more cost effective alternative.

As a condition of the Coverage/Plans provided pursuant to this Coverage Agreement, Designated Member agrees to use UnitedHealthcare Benefit Services for all administration of benefits under the Continuation of Health Coverage requirements of the Consolidated Omnibus Budget Reconciliation Act, more commonly referred to as "COBRA" benefits.

Disclosure (new FMIT groups only)  
Dependent SSN for enrollment

Signatures

|                                                   |      |
|---------------------------------------------------|------|
| Representative, Florida Municipal Insurance Trust | Date |
| Representative, City of Alachua                   | Date |

Note: Termination of coverage requires a 45 day written notice.

Florida Municipal Insurance Trust  
City of Alachua

Rate Quote for Medical and Prescription Drug Benefit Coverage

| <b>Current Rates - UnitedHealthcare Choice Plus Plan 14</b> |            |            |                    |                       |
|-------------------------------------------------------------|------------|------------|--------------------|-----------------------|
| 10/01/2023-                                                 |            |            |                    |                       |
| Contract Type                                               | Enrollment | 09/30/2024 | Monthly Premium    | Annual Premium        |
| Single                                                      | 87         | \$962.14   | \$83,706.18        | \$1,004,474.16        |
| EE + Spouse                                                 | 2          | \$1,924.30 | \$3,848.60         | \$46,183.20           |
| EE + Children                                               | 1          | \$1,828.08 | \$1,828.08         | \$21,936.96           |
| Family                                                      | 1          | \$3,078.84 | \$3,078.84         | \$36,946.08           |
| <b>Total</b>                                                | <b>91</b>  |            | <b>\$92,461.70</b> | <b>\$1,109,540.40</b> |

| <b>Renewal Rates - UnitedHealthcare Choice Plus Plan 14</b> |            |            |                    |                       |
|-------------------------------------------------------------|------------|------------|--------------------|-----------------------|
| 10/01/2024 -                                                |            |            |                    |                       |
| Contract Type                                               | Enrollment | 09/30/2025 | Monthly Premium    | Annual Premium        |
| Single                                                      | 87         | \$966.96   | \$84,125.52        | \$1,009,506.24        |
| EE + Spouse                                                 | 2          | \$1,933.92 | \$3,867.84         | \$46,414.12           |
| EE + Children                                               | 1          | \$1,837.22 | \$1,837.22         | \$22,046.64           |
| Family                                                      | 1          | \$3,094.24 | \$3,094.24         | \$37,130.88           |
| <b>Total</b>                                                | <b>91</b>  |            | <b>\$92,924.82</b> | <b>\$1,115,097.88</b> |

|                       |              |
|-----------------------|--------------|
| <b>Percent Change</b> | <b>0.50%</b> |
|-----------------------|--------------|

| <b>Prescription Drug Copays</b> |                    |
|---------------------------------|--------------------|
| Retail:                         | \$10/\$35/\$60     |
| Mail Order:                     | \$25/\$87.50/\$150 |

Florida Municipal Insurance Trust  
City of Alachua  
Rate Quote for Medical and Prescription Drug Benefit Coverage

| Current Rates - UnitedHealthcare Choice Plus HSA Plan 5 |            |                           |                    |                     |
|---------------------------------------------------------|------------|---------------------------|--------------------|---------------------|
| Contract Type                                           | Enrollment | 10/01/2023-<br>09/30/2024 | Monthly Premium    | Annual Premium      |
| Single                                                  | 28         | \$799.26                  | \$22,379.28        | \$268,551.36        |
| EE + Spouse                                             | 0          | \$1,598.48                | \$0.00             | \$0.00              |
| EE + Children                                           | 1          | \$1,518.58                | \$1,518.58         | \$18,222.96         |
| Family                                                  | 0          | \$2,557.32                | \$0.00             | \$0.00              |
| <b>Total</b>                                            | <b>29</b>  |                           | <b>\$23,897.86</b> | <b>\$286,774.32</b> |

| Renewal Rates - UnitedHealthcare Choice Plus HSA Plan 5 |            |                            |                    |                     |
|---------------------------------------------------------|------------|----------------------------|--------------------|---------------------|
| Contract Type                                           | Enrollment | 10/01/2024 -<br>09/30/2025 | Monthly Premium    | Annual Premium      |
| Single                                                  | 28         | \$803.26                   | \$22,491.18        | \$269,894.12        |
| EE + Spouse                                             | 0          | \$1,606.48                 | \$0.00             | \$0.00              |
| EE + Children                                           | 1          | \$1,526.18                 | \$1,526.18         | \$18,314.16         |
| Family                                                  | 0          | \$2,570.12                 | \$0.00             | \$0.00              |
| <b>Total</b>                                            | <b>29</b>  |                            | <b>\$24,017.36</b> | <b>\$288,208.28</b> |

|                       |              |
|-----------------------|--------------|
| <b>Percent Change</b> | <b>0.50%</b> |
|-----------------------|--------------|

| Prescription Drug Copays |                                                  |
|--------------------------|--------------------------------------------------|
| Retail:                  | After Deductible has been met \$10/\$35/\$60     |
| Mail Order:              | After Deductible has been met \$25/\$87.50/\$150 |

Florida Municipal Insurance Trust  
City of Alachua  
Rate Quote for Medical and Prescription Drug Benefit Coverage

| Current Rates - UnitedHealthcare Choice Plus HSA Plan 18 |            |                        |                    |                     |
|----------------------------------------------------------|------------|------------------------|--------------------|---------------------|
| Contract Type                                            | Enrollment | 10/01/2023- 09/30/2024 | Monthly Premium    | Annual Premium      |
| Single                                                   | 12         | \$669.48               | \$8,033.76         | \$96,405.12         |
| EE + Spouse                                              | 0          | \$1,338.92             | \$0.00             | \$0.00              |
| EE + Children                                            | 2          | \$1,272.02             | \$2,544.04         | \$30,528.48         |
| Family                                                   | 0          | \$2,142.10             | \$0.00             | \$0.00              |
| <b>Total</b>                                             | <b>14</b>  |                        | <b>\$10,577.80</b> | <b>\$126,933.60</b> |

| Renewal Rates - UnitedHealthcare Choice Plus HSA Plan 18 |            |              |                    |                     |
|----------------------------------------------------------|------------|--------------|--------------------|---------------------|
|                                                          |            | 10/01/2024 - |                    |                     |
| Contract Type                                            | Enrollment | 09/30/2025   | Monthly Premium    | Annual Premium      |
| Single                                                   | 12         | \$672.84     | \$8,074.08         | \$96,888.96         |
| EE + Spouse                                              | 0          | \$1,345.62   | \$0.00             | \$0.00              |
| EE + Children                                            | 2          | \$1,278.38   | \$2,556.76         | \$30,681.12         |
| Family                                                   | 0          | \$2,152.82   | \$0.00             | \$0.00              |
| <b>Total</b>                                             | <b>14</b>  |              | <b>\$10,630.84</b> | <b>\$127,570.08</b> |

|                       |              |
|-----------------------|--------------|
| <b>Percent Change</b> | <b>0.50%</b> |
|-----------------------|--------------|

| Prescription Drug Copays |                                                  |
|--------------------------|--------------------------------------------------|
| Retail:                  | After Deductible has been met \$10/\$35/\$60     |
| Mail Order:              | After Deductible has been met \$25/\$87.50/\$150 |



TheStandard®  
Positively different.

## City of Alachua

Policy#: 649026

Life/AD&D, Dental

Please find attached the current rates for dental. You are receiving a rate pass this year until 10/1/25.  
All other lines are in rate guarantee until 10/1/25.

Employee- \$31.08

Employee & Spouse-\$73.56

Employee & Child(ren)- \$85.92

Family - \$124.28

| Product & Services *        | Through 09/30/25              |
|-----------------------------|-------------------------------|
| Basic Life                  | \$0.149 Per \$1000 of Benefit |
| Employee Assistance Program | \$ .35 per member             |
| Travel Assistance           | Included in Rates for Life    |
| Basic AD&D                  | \$0.040 Per \$1000 of Benefit |
| Additional Life             | Rate Varies, no change        |
| Spouse Dependent Life       | Rate Varies, no change        |
| Child Dependent Life        | \$0.200 Per \$1000, Elective  |

## Additional Life Employee & Spouse

Age Graded Rates for Additional Life:

| Age Band    | Current Rate * |
|-------------|----------------|
| 0 – 29      | \$0.100        |
| 30 – 34     | \$0.110        |
| 35 – 39     | \$0.150        |
| 40 – 44     | \$0.240        |
| 45 – 49     | \$0.400        |
| 50 – 54     | \$0.610        |
| 55 – 59     | \$1.000        |
| 60 – 64     | \$1.150        |
| 65 – 69     | \$2.120        |
| 70 – 74     | \$3.490        |
| 75 and over | \$11.480       |

# Vision fully-insured renewal summary

CITY OF ALACHUA

Group 733653

Renewal date: October 1, 2024

## Your current and renewal vision rates

Renewal rates guaranteed through: September 30, 2026

| Plan description                                                                                                                                                                                                                           | Coverage type | Enrollment | Current rate | Monthly premium | Renewal rate | Monthly premium |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|--------------|-----------------|--------------|-----------------|
| <b>Plan 1</b><br>Humana Vision Plan Employer Sponsored, \$10/\$15 In Network Exam/Material Copay, \$130 In Network Frame Allowance, \$130 In Network Contact Lens Allowance, 12/12/24 Exam/Lens or Contact Lens/Frame Frequency Limitation |               |            |              |                 |              |                 |
|                                                                                                                                                                                                                                            | Employee      | 108        | \$5.66       | \$611           | \$5.66       | \$611           |
|                                                                                                                                                                                                                                            | Employee + 1  | 16         | \$11.34      | \$181           | \$11.34      | \$181           |
|                                                                                                                                                                                                                                            | Family        | 14         | \$15.05      | \$211           | \$15.05      | \$211           |
|                                                                                                                                                                                                                                            | <b>Total</b>  | <b>138</b> |              | <b>\$1,003</b>  |              | <b>\$1,003</b>  |

## Humana Vision

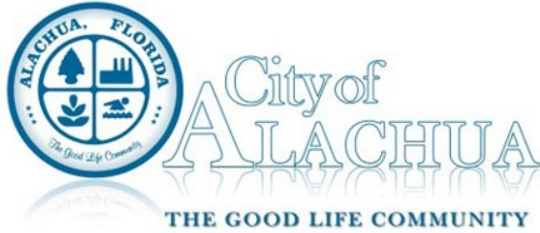
It needs to be easy for your employees to get the vision care they need. At home or on the road, your employees will find a provider with convenient hours and locations. And they'll receive substantial savings on eye wear and exams when they visit network providers.

It's important your employees keep their eyes healthy and get routine care. Exams can help prevent vision loss, but also detect more serious diseases in the body such as diabetes, hypertension, multiple sclerosis, and brain tumors.

Humana Vision plans encourage prevention, early diagnosis, and treatment, helping employees stay healthy and possibly prevent permanent vision loss.

Humana group vision plans are offered by Humana Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, CompBenefits Company, or The Dental Concern, Inc.





## Commission Agenda Item

---

**MEETING DATE:** August 12, 2024

**SUBJECT:** RFB 2024-04 86th Drive Roadway Improvements and Water Line Extension

**PREPARED BY:** Donna Smith

**RECOMMENDED ACTION:**

1. Accept the bid from John C. Hipp Construction Equipment Company in the amount of \$847,327.83.
  2. Authorize the City Manager to enter into a contract with John C. Hipp Construction Equipment Company to complete the work as needed under the provisions of RFB 2024-04.
- 

### Summary

On June 24, 2024, the City solicited formal bids from qualified vendors to furnish all labor, materials, services, expenses, equipment, direct and indirect costs, lump sum price to provide a new access road and water line extension under the 86th Drive Roadway Improvements and Water Line Extension Project.

The City received three (3) bids in response to RFB 2024-04.

Qualified bids were received from:

John C. Hipp Construction Equipment Company in the amount of \$847,327.83.

Scherer Construction of North Florida in the amount of \$956,729.00.

Art Walker Construction, Inc. in the amount of \$1,413,207.46.

Staff is recommending award of the contract to John C. Hipp Construction Equipment Company as the lowest responsive and responsible bidder.

### FINANCIAL IMPACT

\$847,327.83

### ADDITIONAL FINANCIAL INFORMATION

## **ATTACHMENTS**

1. Bidder 1 - John C. Hipp Construction Equipment Company
2. Bidder 2 - Scherer Construction of North Florida
3. Bidder 3 - Art Walker Construction, Inc.
4. Contract RFB 2024-04 86th Improvement Project -Hipp

Bid Form and Schedule of Values  
 City of Alachua FY 2024

NW 86<sup>th</sup> Drive Roadway Improvements and Water Line Extension

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

|                             |                                     | Qty  | Unit | Unit Cost   | Cost         |
|-----------------------------|-------------------------------------|------|------|-------------|--------------|
| <b>ROAD IMPROVEMENTS</b>    |                                     |      |      |             |              |
| <u>01</u>                   | Mobilization                        | 1    | LS   | \$48,476.00 | \$48,476.00  |
| <u>02</u>                   | 2-inch Lifts of SP-12.5 Asphalt     | 420  | TN   | \$174.32    | \$73,214.40  |
| <u>03</u>                   | 1-1/2-inch Lifts of SP-12.5 Asphalt | 10   | TN   | \$411.66    | \$4,116.60   |
| <u>04</u>                   | 1-1/2-inch Lifts of FC-12.5 Asphalt | 10   | TN   | \$269.08    | \$2,690.80   |
| <u>05</u>                   | 8-Inch Limerock                     | 3765 | SY   | \$16.98     | \$ 63,929.70 |
| <u>06</u>                   | 10-inch Limerock                    | 114  | SY   | \$38.79     | \$4,422.06   |
| <u>07</u>                   | Type B Stabilization                | 5000 | SY   | \$11.87     | \$59,350.00  |
| <u>08</u>                   | Storm pipe; P-5 Type Curb Inlet     | 1    | EA   | \$7,057.44  | \$7,057.44   |
| <u>09</u>                   | Storm pipe; P-6 Type Curb Inlet     | 2    | EA   | \$7,636.80  | \$15,273.60  |
| <u>10</u>                   | Storm Manhole 4-ft ID               | 2    | EA   | \$10,624.40 | \$21,248.80  |
| <u>11</u>                   | 15-inch RCP                         | 328  | LF   | \$179.63    | \$58,918.64  |
| <u>12</u>                   | F Curb                              | 3022 | LF   | \$25.38     | \$76,698.36  |
| <u>13</u>                   | Header Curb                         | 120  | LF   | \$17.10     | \$2,052.00   |
| <u>14</u>                   | Concrete Sidewalk 4-inch thick      | 527  | SY   | \$84.29     | 44,420.83    |
| <u>15</u>                   | ADA Bricks                          | 44   | SF   | \$43.20     | \$1,900.80   |
| <u>16</u>                   | Pavement Markings and Signage       | 1    | LS   | \$6,800.00  | \$6,800.00   |
| <u>17</u>                   | Street Lighting and Poles           | 1    | LS   | \$49,245.00 | \$49,245.00  |
| <u>18</u>                   | Cut/Fill/Grading                    | 1    | LS   | \$24,458.00 | \$24,458.00  |
| Total Road Improvement Cost |                                     |      |      |             | \$564,273.03 |

WATER SYSTEM

|                         |                                      |     |    |            |              |
|-------------------------|--------------------------------------|-----|----|------------|--------------|
| 19                      | 8 x 8 Wet Tap                        | 1   | EA | \$9,120.31 | \$9,120.31   |
| 20                      | 8-inch TEE                           | 2   | EA | \$1,623.83 | \$3,247.66   |
| 21                      | 8-inch Gate Valves with Box          | 5   | EA | \$2,951.07 | \$14,755.35  |
| 22                      | 8-inch PVC Watermain                 | 780 | LF | \$64.84    | \$50,575.20  |
| 23                      | 8-inch DIP Watermain                 | 220 | LF | \$101.32   | \$22,290.40  |
| 24                      | 8-inch DIP Cap/Plug                  | 2   | EA | \$513.41   | \$1,026.82   |
| 25                      | Fire Hydrant Assembly                | 2   | EA | \$8,242.00 | \$16,484.00  |
| 26                      | 8-inch 11.25 Bend                    | 7   | EA | \$1,005.00 | \$7,035.00   |
| 27                      | 8 x 3 -inch Blowoff Assembly         | 1   | EA | \$3,945.00 | \$3,945.00   |
| 28                      | 8-inch 45 Bend                       | 10  | EA | \$435.52   | \$4,355.20   |
| 29                      | 8-inch Long Sleeve                   | 3   | EA | \$1,044.62 | \$3,133.86   |
| 30                      | 2" Irrigation Service (Meter by COA) | 1   | EA | \$3,478.00 | \$3,478.00   |
| 31                      | 2" RPZ BFP Assembly w/enclosure      | 1   | EA | \$6,169.00 | \$6,169.00   |
|                         |                                      |     |    |            |              |
| Total Water System Cost |                                      |     |    |            | \$145,615.80 |
|                         |                                      |     |    |            |              |

## LANDSCAPE

|                      |                      |   |    |            |             |
|----------------------|----------------------|---|----|------------|-------------|
| 32                   | Large plants         | 1 | LS | \$9,608.00 | \$9,608.00  |
| 33                   | Sod for Medians      | 1 | LS | \$4,366.00 | \$4,366.00  |
| 34                   | Temporary Irrigation | 1 | LS | 11,445.00  | \$11,445.00 |
| Total Landscape Cost |                      |   |    |            | \$25,419.00 |
|                      |                      |   |    |            |             |

## MISCELLANEOUS

|                          |                                          |     |    |             |              |
|--------------------------|------------------------------------------|-----|----|-------------|--------------|
| 35                       | Fire Suppression Line                    | N/A | LS | N/A         | N/A          |
| 36                       | Relocate Gas Line                        | 1   | LS | \$33,300.00 | \$33,300.00  |
| 37                       | Relocate Fiber Optic Lines               | 1   | LS | \$6,825.00  | \$6,825.00   |
| 38                       | General Demolition                       | 1   | LS | \$32,263.00 | \$32,263.00  |
| 39                       | Demolition of Overhead Structural Steel  | 1   | LS | \$1,002.00  | \$1,002.00   |
| 40                       | Structural Steel Engineering and Support | N/A | LS | N/A         | N/A          |
| 41                       | Maintenance of Traffic                   | 1   | LS | \$5,174.00  | \$5,174.00   |
| 42                       | Erosion Control                          | 1   | LS | 14,786.00   | \$14,786.00  |
| 43                       | 10-inch DIP Casing                       | 160 | LF | \$116.69    | \$18,670.00  |
| Total Miscellaneous Cost |                                          |     |    |             | \$112,020.00 |
|                          |                                          |     |    |             |              |

## SUMMARY OF COSTS

|                                      |   |    |              |              |
|--------------------------------------|---|----|--------------|--------------|
| (Line Items 01-18) Road Improvements | 1 | LS | \$564,273.03 | \$564,273.03 |
| (Line Items 19-31) Water System      | 1 | LS | \$145,615.80 | \$145,615.80 |
| (Line Items 32-34) Landscaping       | 1 | LS | \$25,419.00  | \$25,419.00  |
| (Line Items 35-43) Miscellaneous     | 1 | LS | \$112,020.00 | \$112,020.00 |
|                                      |   |    |              |              |
| TOTAL                                |   |    |              |              |
| TOTAL COST                           | 1 | LS | \$847,327.83 | \$847,327.83 |

Potable water line in cable tray is not currently in use (blocked off). It will not be relocated underground.

SEE Attachment 'A' Proposal Notes . 2 pages

Bidder:

JOHN C. HIPPI CONSTRUCTION  
EQUIPMENT COMPANY  
P.O. BOX 1000  
ALACHUA, FL 32616

BY:  V.P.  
7-31-2024



P.O. Box 1000, Alachua, Florida 32616

Telephone (386) 462-2047

### Proposal

#### NW 86<sup>th</sup> Drive Roadway Improvements

Proposal Date: 7/31/2024

City of Alachua

Alachua, FL 32615

Ms. Smith,

We are pleased to provide this proposal for providing the labor, material, and equipment for the above items of work. The proposal is based on civil plans by EDA, dated June 2024.

|                          |                                            |               |
|--------------------------|--------------------------------------------|---------------|
| <b>Add Alternate #1-</b> | <b>Electrical Service for streetlights</b> | <b>\$ TBD</b> |
|                          | <b>(\$20,000.00 owners estimate)</b>       |               |

Note: Suitable fill for the pipe trenches is included in the bid.

No removal or replacement of unsuitable material in the roadway is included.

The proposal assumes all material from site excavation, is suitable for use as fill on site

#### Unit Prices:

|                      |               |
|----------------------|---------------|
| Clean fill hauled in | \$12.50 cy    |
| Undercut L&E only    | \$16.00 / cy. |
| Unsuitables Haul Off | \$7.50 / cy.  |
| Hard rock haul off   | \$150.00/ cy  |
| Hard rock excavation | \$ TBD        |
| Sinkhole remediation | \$ TBD        |

Attachment 'A' - 1 of 2

Proposal Notes:

Water meters by COA.

The proposal does not include work associated with monitoring wells.

The proposal does not include any work associated with hazardous materials.

The proposal does not include underdrain.

The proposal does not include well and septic tank removal or abandonment.

All excess material including stripping and unsuitable material to be disposed offsite.

No geotechnical engineering is included in the proposal.

Proposal quantities are based on the plan grades.

Not responsible for disposal of construction waste generated by others.

No permits except NOI.

No allowance in bid for rock excavation

Contractor not responsible for positive drainage on grades with 1% or less fall.

Thank you for the opportunity to bid.

Please feel free to contact us with any questions.

Contact: Tom Hysell, 352-681-2147

John C. Hipp Construction Co.

JOHN C. HIPPI CONSTRUCTION  
EQUIPMENT COMPANY  
P.O. BOX 1000  
ALACHUA, FL 32616

Attachment 'A' - 2 of 2

**EXHIBIT C**  
**REVISED BID FORM - SCHEDULE OF VALUES**  
**PAGE 1 of 2**

Bid Form and Schedule of Values  
City of Alachua – FY 2024

NW 86<sup>th</sup> Drive Roadway Improvements and Water Line Extension

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**

|                                    |                                        | Qty      | Unit                                                  | Unit Cost   | Cost                             |
|------------------------------------|----------------------------------------|----------|-------------------------------------------------------|-------------|----------------------------------|
| <b>ROAD IMPROVEMENTS</b>           |                                        |          |                                                       |             |                                  |
| 01                                 | 12 inch. Asphalt Material              | 812      | TN                                                    | \$37.16     | \$22,352.00                      |
| 02                                 | 2-inch Lifts of SP-12.5 Asphalt        | 3822     | SY                                                    | \$25.81     | \$98,653.00                      |
| 03                                 | 1-1/2-inch Lifts of SP-12.5 Asphalt    | 114      | SY                                                    | \$22.90     | \$2,610.00                       |
| 04                                 | 1-1/2-inch Lifts of FC-12.5 Asphalt    | 114      | SY                                                    | \$20.98     | \$2,392.00                       |
| 05                                 | 6-inch Limerock                        | 3822     | SY                                                    | \$22.95     | \$33,562.00                      |
| 06                                 | Prime & Paving Mobilization            | 1        | LS                                                    | \$8,171.00  | \$8,171.00                       |
| 07                                 | 10-inch Limerock                       | 125      | SY                                                    | \$51.30     | \$4,116.00                       |
| 08                                 | Type B Stabilization                   | 5057     | SY                                                    | \$10.50     | \$39,323.00                      |
| 09                                 | Storm pipe; P-5 Type Curb Inlet        | 1        | EA                                                    | \$5,754.00  | \$5,754.00                       |
| 10                                 | Storm pipe; P-6 Type Curb Inlet        | 2        | EA                                                    | \$10,095.00 | \$20,190.00                      |
| 11                                 | Storm Manhole 4-ft ID                  | 2        | EA <sup>(1)</sup> = \$3,850<br>(1) doghouse = \$9,893 | \$13,742.00 | \$13,742.00                      |
| 12                                 | 15-inch RCP                            | 336      | LF                                                    | \$55.31     | \$21,119.00                      |
| 13                                 | 8" Curb                                | 3078     | LF                                                    | \$45.90     | \$150,278.00                     |
| 14                                 | Concrete Sidewalk 4-inch thick         | 4837     | SF                                                    | \$9.45      | \$45,710.00                      |
| 15                                 | Pavement Markings 6-inch White Stripe  | 1        | LS                                                    |             | \$3,362.00 - ADA Pavers/mats     |
| 16                                 | Pavement Markings 24-inch White Stripe |          | LF                                                    |             | Included per plans               |
| 17                                 | Pavement Markings Arrows               |          |                                                       |             | All striping & signage per plans |
| 18                                 | Signage                                | 1        | LS                                                    |             | \$8,743.00                       |
| 19                                 | Street Lighting and Poles              | 9        | EA                                                    | \$2700.00   | \$24,300.00                      |
| <b>Total Road Improvement Cost</b> |                                        | <b>1</b> | <b>LS</b>                                             |             | <b>\$504,377.00</b>              |
| <b>WATER SYSTEM</b>                |                                        |          |                                                       |             |                                  |
|                                    |                                        | Qty      | Unit                                                  | Unit Cost   | Cost                             |

**BIDDER #2**

**EXHIBIT C**  
**REVISED BID FORM - SCHEDULE OF VALUES**  
**PAGE 2 of 2**

|                                |                             |     |    |             |                    |
|--------------------------------|-----------------------------|-----|----|-------------|--------------------|
| 20                             | 8-inch TEE                  | 2   | EA | \$777.00    | \$1,554.00         |
| 21                             | 8-inch Gate Valves with Box | 1   | EA | \$15,341.00 | \$15,341.00        |
| 22                             | 8-inch PVC Watermain        | 780 | LF | \$43.67     | \$34,060.00        |
| 23                             | 8-inch DIP Watermain        | 220 | LF | \$80.05     | \$17,611.00        |
| 24                             | 8-inch DIP Cap/Plug         | 1   | EA | \$501.00    | \$501.00           |
| 25                             | Fire Hydrant Assembly       | 2   | EA | \$7,708.00  | \$15,416.00        |
| 26                             | 8-inch 11.25 Bend           | 7   | EA | \$667.15    | \$4,670.00         |
| 27                             | 3-inch Blowoff Assembly     | 1   | EA | \$2,829.00  | \$2,829.00         |
| <b>Total Water System Cost</b> |                             | 1   | LS |             | <b>\$91,982.00</b> |

**LANDSCAPE**

|                             |                      |   |    |             |             |
|-----------------------------|----------------------|---|----|-------------|-------------|
| 28                          | Small plants         | 1 | LS |             |             |
| 29                          | Large plants         | 1 | LS |             | \$36,455.00 |
| 30                          | Sod for Medians      | 1 | LS |             |             |
| 31                          | Temporary Irrigation | 1 | LS | \$4,449.00  | \$4,449.00  |
| <b>Total Landscape Cost</b> |                      | 1 | LS | \$40,904.00 | \$40,904.00 |

**MISCELLANEOUS**

|                                 |                                            |   |    |                          |                     |
|---------------------------------|--------------------------------------------|---|----|--------------------------|---------------------|
| 32                              | Fire Suppression Line                      | 1 | LS | \$110,454.00             | \$110,454.00        |
| 33                              | General Demolition                         | 1 | LS | \$98,670.00              | \$98,670.00         |
| 34                              | Demolition of Overhead Structural Steel    | 1 | LS | included in general demo |                     |
| 35                              | Structural Steel Engineering and Support   | 1 | LS | \$3,450.00               | \$3,450.00          |
| 36                              | Maintenance of Traffic and erosion control | 1 | LS | \$21,581.00              | \$21,581.00         |
| <b>Total Miscellaneous</b>      |                                            | 1 | LS | \$85,311.00              | \$85,311.00         |
| <b>Total Miscellaneous Cost</b> |                                            |   |    |                          | <b>\$319,466.00</b> |

\$3,450 is for Engineer analysis and consulting. Additional support is included in 32-Fire Suppression Line.

**SUMMARY OF COSTS**

|                                      |   |    |  |              |
|--------------------------------------|---|----|--|--------------|
| (Line Items 01-19) Road Improvements | 1 | LS |  | \$504,377.00 |
| (Line Items 20-27) Water System      | 1 | LS |  | \$91,982.00  |
| (Line Items 28-31) Landscaping       | 1 | LS |  | \$40,904.00  |
| (Line Items 32-36) Miscellaneous     | 1 | LS |  | \$319,466.00 |

**TOTAL**

|                   |   |    |  |                     |
|-------------------|---|----|--|---------------------|
| <b>TOTAL COST</b> | 1 | LS |  | <b>\$956,729.00</b> |
|-------------------|---|----|--|---------------------|

Proposal is for a contract time of 90 working days in lieu of 90 calendar days. Working days is defined as Monday – Friday and does not include national holidays.

Bid Form and Schedule of Values  
City of Alachua - FY 2024

NW 86<sup>th</sup> Drive Roadway Improvements and Water Line Extension

Note the description of work listed on the SOV may not be applicable to the project. If this the case, please mark N/A in the total column for the 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**

|                                    |                                        | <i>Qty</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Cost</i>          |
|------------------------------------|----------------------------------------|------------|-------------|------------------|----------------------|
| <b>ROAD IMPROVEMENTS</b>           |                                        |            |             |                  |                      |
| 01                                 | 1-1/2-inch Lifts of SP-9.5 Asphalt     | 45         | TN          | \$ 348.71        | \$ 15,691.95         |
| 02                                 | 2-inch Lifts of SP-9.5                 | 446        | TN          | \$ 230.50        | \$ 102,803.00        |
| 03                                 | 1-1/2-inch Lifts of SP-12.5 Asphalt    | 21         | TN          | \$ 360.62        | \$ 7,573.02          |
| 04                                 | 1-1/2-inch Lifts of FC-12.5 Asphalt    | 21         | TN          | \$ 390.00        | \$ 8,190.00          |
| 05                                 | 6-inch Limerock                        | 544        | SY          | \$ 30.08         | \$ 16,363.52         |
| 06                                 | 8-inch Limerock                        |            | SY          |                  | NA                   |
| 07                                 | 10-inch Limerock                       | 4268       | SY          | \$ 26.53         | \$ 113,230.04        |
| 08                                 | Type B Stabilization                   | 4482       | SY          | \$ 11.08         | \$ 49,660.56         |
| 09                                 | Storm pipe; P-5 Type Curb Inlet        | 1          | EA          | \$ 12,438.52     | \$ 12,438.52         |
| 10                                 | Storm pipe; P-6 Type Curb Inlet        | 2          | EA          | \$ 16,411.21     | \$ 32,822.42         |
| 11                                 | Stom Manhole 4-ft ID                   | 2          | EA          | \$ 15,447.25     | \$ 30,894.50         |
| 12                                 | 15-inch RCP                            | 328        | LF          | \$ 108.79        | \$ 35,683.12         |
| 13                                 | F Curb                                 | 3178       | LF          | \$ 34.19         | \$ 108,655.82        |
|                                    | 6" Curb                                | 452        | LF          | \$ 35.78         | \$ 16,172.56         |
| 14                                 | Concrete Sidewalk 6-inch thick         | 506        | SY          | \$ 120.00        | \$ 60,720.00         |
| 15                                 | Pavement Markings 6-inch White Stripe  | 1          | LS          | \$ 1,950.00      | \$ 1,950.00          |
| 16                                 | Pavement Markings 24-inch White Stripe | 80         | LF          | \$ 32.50         | \$ 2,600.00          |
| 17                                 | Pavement Markings Arrows               | 3          | EA          | \$ 325.00        | \$ 975.00            |
| 18                                 | Signage                                | 1          | LS          | \$ 12,155.00     | \$ 12,155.00         |
| 19                                 | Street Lighting and Poles              | 9          | EA          | \$ 18,063.50     | \$ 162,571.50        |
| <b>Total Road Improvement Cost</b> |                                        |            | <b>LS</b>   |                  | <b>\$ 791,150.53</b> |
|                                    |                                        |            |             |                  |                      |
|                                    |                                        | <i>Qty</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Cost</i>          |
| <b>WATER SYSTEM</b>                |                                        |            |             |                  |                      |

**EXHIBIT C**  
**REVISED BID FORM - SCHEDULE OF VALUES**  
**PAGE 2 of 2**

|                                |                                           |     |           |              |                      |
|--------------------------------|-------------------------------------------|-----|-----------|--------------|----------------------|
| 20                             | 8-inch TEE                                | 3   | EA        | \$ 1,666.82  | \$ 5,000.46          |
| 21                             | 8-inch Gate Valves with Box               | 5   | EA        | \$ 5,751.02  | \$ 28,755.10         |
| 22                             | 8-inch PVC Watermain                      | 880 | LF        | \$ 66.38     | \$ 58,414.40         |
| 23                             | 8-inch DIP Watermain                      | 220 | LF        | \$ 129.59    | \$ 28,509.80         |
| 24                             | 8-inch DIP Cap/Plug                       | 2   | EA        | \$ 667.88    | \$ 1,335.76          |
| 25                             | Fire Hydrant Assembly                     | 2   | EA        | \$ 9,713.98  | \$ 19,427.96         |
| 26                             | 8-inch 11.25 Bend                         | 7   | EA        | \$ 840.78    | \$ 5,885.46          |
| 27                             | 3-inch Blowoff Assembly                   | 1   | EA        | \$ 5,860.50  | \$ 5,860.50          |
|                                | 8-inch PVC Watermain Connect to Existing  | 1   | EA        | \$ 14,222.36 | \$ 14,222.36         |
|                                | 10-inch DIP Casing for Future Utility Use | 180 | LF        | \$ 138.35    | \$ 24,903.00         |
|                                | 8 X 2 Irrigation Service                  | 1   | EA        | \$ 3,514.88  | \$ 3,514.88          |
|                                | 3/4-inch RPZ                              | 1   | EA        | \$ 3,402.61  | \$ 3,402.61          |
| <b>Total Water System Cost</b> |                                           |     | <b>LS</b> |              | <b>\$ 199,232.29</b> |
|                                |                                           |     |           |              |                      |

**LANDSCAPE**

|                             |                      |   |           |              |                     |
|-----------------------------|----------------------|---|-----------|--------------|---------------------|
| 28                          | Small plants         | 1 | LS        | \$ 9,158.50  | \$ 9,158.50         |
| 29                          | Large plants         | 1 | LS        | \$ 3,139.50  | \$ 3,139.50         |
| 30                          | Sod for Medians      | 1 | LS        | \$ 8,756.80  | \$ 8,756.80         |
| 31                          | Temporary Irrigation | 1 | LS        | \$ 14,874.60 | \$ 14,874.60        |
| <b>Total Landscape Cost</b> |                      |   | <b>LS</b> |              | <b>\$ 35,929.40</b> |
|                             |                      |   |           |              |                     |

**MISCELLANEOUS**

|                                 |                                          |   |           |              |                      |
|---------------------------------|------------------------------------------|---|-----------|--------------|----------------------|
| 32                              | Fire Suppression Line                    | 1 | LS        | \$ 27,073.44 | \$ 27,073.44         |
| 33                              | General Demolition                       | 1 | LS        | \$ 72,888.40 | \$ 72,888.40         |
| 34                              | Demolition of Overhead Structural Steel  | 1 | LS        | \$ 27,300.00 | \$ 27,300.00         |
| 35                              | Structural Steel Engineering and Support | 1 | LS        | \$ 19,500.00 | \$ 19,500.00         |
| 36                              | Maintenance of Traffic                   | 1 | LS        | \$ 26,000.00 | \$ 26,000.00         |
|                                 | Mobilization                             | 1 | LS        | \$ 98,208.50 | \$ 98,208.50         |
|                                 | Earthwork                                | 1 | LS        | \$ 61,682.40 | \$ 61,682.40         |
|                                 | Survey/Layout/As-Builts                  | 1 | LS        | \$ 31,590.00 | \$ 31,590.00         |
|                                 | Geo-Testing                              | 1 | LS        | \$ 22,652.50 | \$ 22,652.50         |
| <b>Total Miscellaneous Cost</b> |                                          |   | <b>LS</b> |              | <b>\$ 386,895.24</b> |
|                                 |                                          |   |           |              |                      |

**SUMMARY OF COSTS**

|                                      |  |  |    |  |               |
|--------------------------------------|--|--|----|--|---------------|
| (Line Items 01-19) Road Improvements |  |  | LF |  | \$ 791,150.53 |
|--------------------------------------|--|--|----|--|---------------|

|                                  |  |    |  |                 |
|----------------------------------|--|----|--|-----------------|
| (Line Items 20-27) Water System  |  | LS |  | \$ 199,232.29   |
| (Line Items 28-31) Landscaping   |  | LS |  | \$ 35,929.40    |
| (Line Items 32-36) Miscellaneous |  | LS |  | \$ 386,895.24   |
|                                  |  |    |  |                 |
| <b>TOTAL</b>                     |  |    |  |                 |
| TOTAL COST                       |  | LS |  | \$ 1,413,207.46 |

# 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 JOHN C. HIPPO CONSTRUCTION EQUIPMENT COMPANY (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 "City of Alachua 86th Drive Roadway Improvements and Water Line Extension" 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/LEyGrPzoHagWsWb>
  - C. The Project is to provide a new water line extension and roadway improvements located in Phoenix Park 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 2024-04, 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 90 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 120 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. **\$847,327.83** 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.B. 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](http://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/LEyGrPzoHagWsWb>  
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
  - 4. "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](mailto: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 2024-04 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 and, specifically, CONTRACTOR shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Bore and Jack work area of the CSXT right of way for a period of three (3) years after completion of installation.

*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.

**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 2024-04, 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 \_\_\_\_\_, 2024 (which is the Effective Date of the Agreement).

OWNER: **CITY OF ALACHUA**

CONTRACTOR: **JOHN C. HIPPEL  
CONSTRUCTION EQUIPMENT COMPANY**

By: William M. DaRoza

Title: City Manager

Attest: \_\_\_\_\_

Name: LeAnne Williams

Title: Deputy City Clerk

By: Virginia Johns

Title: Vice President

Attest: John Hippel

Name: Tom Hysell

Title: Estimator

# EXHIBIT A

CAN BE FOUND AT, <https://owncloud.cityofalachua.org/index.php/s/LEyGrPzoHagWsWb>  
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](http://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 ( 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 2024

NW 86<sup>th</sup> Drive Roadway Improvements and Water Line Extension

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

|                             |                                     | Qty  | Unit | Unit Cost   | Cost         |
|-----------------------------|-------------------------------------|------|------|-------------|--------------|
| <b>ROAD IMPROVEMENTS</b>    |                                     |      |      |             |              |
| 01                          | Mobilization                        | 1    | LS   | \$48,476.00 | \$48,476.00  |
| 02                          | 2-inch Lifts of SP-12.5 Asphalt     | 420  | TN   | \$174.32    | \$73,214.40  |
| 03                          | 1-1/2-inch Lifts of SP-12.5 Asphalt | 10   | TN   | \$411.66    | \$4,116.60   |
| 04                          | 1-1/2-inch Lifts of FC-12.5 Asphalt | 10   | TN   | \$269.08    | \$2,690.80   |
| 05                          | 8-Inch Limerock                     | 3765 | SY   | \$16.98     | \$63,929.70  |
| 06                          | 10-inch Limerock                    | 114  | SY   | \$38.79     | \$4,422.06   |
| 07                          | Type B Stabilization                | 5000 | SY   | \$11.87     | \$59,350.00  |
| 08                          | Storm pipe; P-5 Type Curb Inlet     | 1    | EA   | \$7,057.44  | \$7,057.44   |
| 09                          | Storm pipe; P-6 Type Curb Inlet     | 2    | EA   | \$7,636.80  | \$15,273.60  |
| 10                          | Storm Manhole 4-ft ID               | 2    | EA   | \$10,624.40 | \$21,248.80  |
| 11                          | 15-inch RCP                         | 328  | LF   | \$179.63    | \$58,918.64  |
| 12                          | F Curb                              | 3022 | LF   | \$25.38     | \$76,698.36  |
| 13                          | Header Curb                         | 120  | LF   | \$17.10     | \$2,052.00   |
| 14                          | Concrete Sidewalk 4-inch thick      | 527  | SY   | \$84.29     | \$44,420.83  |
| 15                          | ADA Bricks                          | 44   | SF   | \$43.20     | \$1,900.80   |
| 16                          | Pavement Markings and Signage       | 1    | LS   | \$6,800.00  | \$6,800.00   |
| 17                          | Street Lighting and Poles           | 1    | LS   | \$49,245.00 | \$49,245.00  |
| 18                          | Cut/Fill/Grading                    | 1    | LS   | \$24,458.00 | \$24,458.00  |
| Total Road Improvement Cost |                                     |      |      |             | \$564,273.03 |

WATER SYSTEM

|                         |                                      |     |    |            |              |
|-------------------------|--------------------------------------|-----|----|------------|--------------|
| 19                      | 8 x 8 Wet Tap                        | 1   | EA | \$9,120.31 | \$9,120.31   |
| 20                      | 8-inch TEE                           | 2   | EA | \$1,623.83 | \$3,247.66   |
| 21                      | 8-inch Gate Valves with Box          | 5   | EA | \$2,951.07 | \$14,755.35  |
| 22                      | 8-inch PVC Watermain                 | 780 | LF | \$64.84    | \$50,575.20  |
| 23                      | 8-inch DIP Watermain                 | 220 | LF | \$101.32   | \$22,290.40  |
| 24                      | 8-inch DIP Cap/Plug                  | 2   | EA | \$513.41   | \$1,026.82   |
| 25                      | Fire Hydrant Assembly                | 2   | EA | \$8,242.00 | \$16,484.00  |
| 26                      | 8-inch 11.25 Bend                    | 7   | EA | \$1,005.00 | \$7,035.00   |
| 27                      | 8 x 3 -inch Blowoff Assembly         | 1   | EA | \$3,945.00 | \$3,945.00   |
| 28                      | 8-inch 45 Bend                       | 10  | EA | \$435.52   | \$4,355.20   |
| 29                      | 8-inch Long Sleeve                   | 3   | EA | \$1,044.62 | \$3,133.86   |
| 30                      | 2" Irrigation Service (Meter by COA) | 1   | EA | \$3,478.00 | \$3,478.00   |
| 31                      | 2" RPZ BFP Assembly w/enclosure      | 1   | EA | \$6,169.00 | \$6,169.00   |
|                         |                                      |     |    |            |              |
| Total Water System Cost |                                      |     |    |            | \$145,615.80 |
|                         |                                      |     |    |            |              |

## LANDSCAPE

|                      |                      |   |    |            |             |
|----------------------|----------------------|---|----|------------|-------------|
| 32                   | Large plants         | 1 | LS | \$9,608.00 | \$9,608.00  |
| 33                   | Sod for Medians      | 1 | LS | \$4,366.00 | \$4,366.00  |
| 34                   | Temporary Irrigation | 1 | LS | 11,445.00  | \$11,445.00 |
| Total Landscape Cost |                      |   |    |            | \$25,419.00 |
|                      |                      |   |    |            |             |

## MISCELLANEOUS

|                          |                                          |     |    |             |              |
|--------------------------|------------------------------------------|-----|----|-------------|--------------|
| 35                       | Fire Suppression Line                    | N/A | LS | N/A         | N/A          |
| 36                       | Relocate Gas Line                        | 1   | LS | \$33,300.00 | \$33,300.00  |
| 37                       | Relocate Fiber Optic Lines               | 1   | LS | \$6,825.00  | \$6,825.00   |
| 38                       | General Demolition                       | 1   | LS | \$32,263.00 | \$32,263.00  |
| 39                       | Demolition of Overhead Structural Steel  | 1   | LS | \$1,002.00  | \$1,002.00   |
| 40                       | Structural Steel Engineering and Support | N/A | LS | N/A         | N/A          |
| 41                       | Maintenance of Traffic                   | 1   | LS | \$5,174.00  | \$5,174.00   |
| 42                       | Erosion Control                          | 1   | LS | 14,786.00   | \$14,786.00  |
| 43                       | 10-inch DIP Casing                       | 160 | LF | \$116.69    | \$18,670.00  |
| Total Miscellaneous Cost |                                          |     |    |             | \$112,020.00 |
|                          |                                          |     |    |             |              |

## SUMMARY OF COSTS

|                                      |   |    |              |              |
|--------------------------------------|---|----|--------------|--------------|
| (Line Items 01-18) Road Improvements | 1 | LS | \$564,273.03 | \$564,273.03 |
| (Line Items 19-31) Water System      | 1 | LS | \$145,615.80 | \$145,615.80 |
| (Line Items 32-34) Landscaping       | 1 | LS | \$25,419.00  | \$25,419.00  |
| (Line Items 35-43) Miscellaneous     | 1 | LS | \$112,020.00 | \$112,020.00 |
| TOTAL                                |   |    |              |              |
| TOTAL COST                           | 1 | LS | \$847,327.83 | \$847,327.83 |

Potable water line in cable tray is not currently in use (blocked off). It will not be relocated underground.

SEE Attachment 'A' Proposal Notes . 2 pages

Bidder:

JOHN C. HIPPI CONSTRUCTION  
EQUIPMENT COMPANY  
P.O. BOX 1000  
ALACHUA, FL 32616

BY:  V.P.  
7-31-2024



P.O. Box 1000, Alachua, Florida 32616

Telephone (386) 462-2047

## Proposal

### NW 86<sup>th</sup> Drive Roadway Improvements

Proposal Date: 7/31/2024

City of Alachua

Alachua, FL 32615

Ms. Smith,

We are pleased to provide this proposal for providing the labor, material, and equipment for the above items of work. The proposal is based on civil plans by EDA, dated June 2024.

|                          |                                     |        |
|--------------------------|-------------------------------------|--------|
| <u>Add Alternate #1-</u> | Electrical Service for streetlights | \$ TBD |
|                          | (\$20,000.00 owners estimate)       |        |

Note: Suitable fill for the pipe trenches is included in the bid.  
No removal or replacement of unsuitable material in the roadway is included.

The proposal assumes all material from site excavation, is suitable for use as fill on site

#### Unit Prices:

|                      |               |
|----------------------|---------------|
| Clean fill hauled in | \$12.50 cy    |
| Undercut L&E only    | \$16.00 / cy. |
| Unsuitables Haul Off | \$7.50 / cy.  |
| Hard rock haul off   | \$150.00/ cy  |
| Hard rock excavation | \$ TBD        |
| Sinkhole remediation | \$ TBD        |

Proposal Notes:

Water meters by COA.

The proposal does not include work associated with monitoring wells.

The proposal does not include any work associated with hazardous materials.

The proposal does not include underdrain.

The proposal does not include well and septic tank removal or abandonment.

All excess material including stripping and unsuitable material to be disposed offsite.

No geotechnical engineering is included in the proposal.

Proposal quantities are based on the plan grades.

Not responsible for disposal of construction waste generated by others.

No permits except NOI.

No allowance in bid for rock excavation

Contractor not responsible for positive drainage on grades with 1% or less fall.

Thank you for the opportunity to bid.

Please feel free to contact us with any questions.

Contact: Tom Hysell, 352-681-2147

John C. Hipp Construction Co.

JOHN C. HIPPI CONSTRUCTION  
EQUIPMENT COMPANY  
P.O. BOX 1000  
ALACHUA, FL 32616

Attachment 'A' - 2 of 2

## 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](mailto: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.

| <b><i>Insurance:</i></b>                      | <b><i>Description:</i></b>               |
|-----------------------------------------------|------------------------------------------|
| Workers' Compensation<br>Employer's Liability | Statutory<br>\$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:

| <b><i>Insurance:</i></b>         | <b><i>Description:</i></b>                        |
|----------------------------------|---------------------------------------------------|
| Bodily injury<br>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:

| <b><i>Insurance:</i></b>            | <b><i>Description:</i></b>                                                  |
|-------------------------------------|-----------------------------------------------------------------------------|
| 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 2024-04 86th Drive Roadway Improvements and Water Line Extension

**Owner:** City of Alachua

**Owner's Contract No.:** RFB 2024-04

**Contract:** 86th Drive Roadway Improvements  
and Water Line Extension

**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 , 2024 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 90 days, and the number of days to achieve readiness for final payment is 120 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: 86th Drive Roadway<br>Improvements and Water<br>Line Extension | Owner: City of Alachua  | Owner's Contract No.:<br>RFB 2024-04 |
| 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:

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**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: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

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

Approved by Funding Agency (if applicable):

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

Certificate of Substantial Completion

Project: 86th Drive Roadway Improvements and Water Line Extension

Owner: City of Alachua

Owner's Contract No.: RFB 2024-04

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

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

Bond Number:

Date:

Amount:

Modifications to this Bond Form: ☐ one

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

\_\_\_\_\_  
(seal)

Surety's Name and Corporate Seal

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

Signature

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

Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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.**

|                                                                                                                                      |                                                                      |                           |                         |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------|-------------------------|
|  <p>City of ALACHUA<br/>THE GOOD LIFE COMMUNITY</p> |                                                                      | Application Period:       | Application Date:       |
| To<br>(Owner):                                                                                                                       | City of Alachua                                                      | From (Contractor):        | Via (Engineer):         |
| Project:                                                                                                                             | RFB 2024-04 86th Drive Roadway Improvements and Water Line Extension | 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 |  |  |
|                                |           |            |  |  |
|                                |           |            |  |  |
|                                |           |            |  |  |
|                                |           |            |  |  |
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|                                |           |            |  |  |
|                                |           |            |  |  |
| TOTALS                         |           |            |  |  |
| NET CHANGE BY<br>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<br>(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<br>(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

|                              |               |  |  |                      |                                    |                     |   |                                               |                                                      |              |                              |   |
|------------------------------|---------------|--|--|----------------------|------------------------------------|---------------------|---|-----------------------------------------------|------------------------------------------------------|--------------|------------------------------|---|
| For (Contract):              |               |  |  |                      |                                    | Application Number: |   |                                               |                                                      |              |                              |   |
| Application Period:          |               |  |  |                      |                                    | Application Date:   |   |                                               |                                                      |              |                              |   |
|                              |               |  |  |                      |                                    | Work Completed      |   |                                               | E                                                    | F            |                              | G |
| A                            |               |  |  | B                    |                                    | C                   | D | Materials Presently<br>Stored (not in C or D) | Total Completed<br>and Stored to Date<br>(C + D + E) | %<br>(F / B) | Balance to Finish<br>(B - F) |   |
| Specification<br>Section No. | Description   |  |  | Scheduled Value (\$) | From Previous Application<br>(C+D) | This Period         |   |                                               |                                                      |              |                              |   |
|                              |               |  |  |                      |                                    |                     |   |                                               |                                                      |              |                              |   |
|                              |               |  |  |                      |                                    |                     |   |                                               |                                                      |              |                              |   |
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|                              | <b>Totals</b> |  |  |                      |                                    |                     |   |                                               |                                                      |              |                              |   |

## Progress Estimate - Unit Price Work

## Contractor's Application

|                     |             |                   |            |                     |                              |                                 |                                       |                                            |           |                           |
|---------------------|-------------|-------------------|------------|---------------------|------------------------------|---------------------------------|---------------------------------------|--------------------------------------------|-----------|---------------------------|
| For (Contract):     |             |                   |            |                     |                              |                                 | Application Number:                   |                                            |           |                           |
| Application Period: |             |                   |            |                     |                              |                                 | Application Date:                     |                                            |           |                           |
| A                   |             |                   |            | B                   | C                            | D                               | E                                     | F                                          |           |                           |
| Item                |             | Bid Item Quantity | Unit Price | Bid Item Value (\$) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| Bid Item No.        | Description |                   |            |                     |                              |                                 |                                       |                                            |           |                           |
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|                     | Totals      |                   |            |                     |                              |                                 |                                       |                                            |           |                           |

## 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 of Alachua. 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 of Alachua 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



Signature of Corporate Secretary

Amber Johns

Type/Print Name of Corporate Secy.

7/31/24

Date

(CORPORATE SEAL)

John C Hipp Construction Equip Co.

Company Name

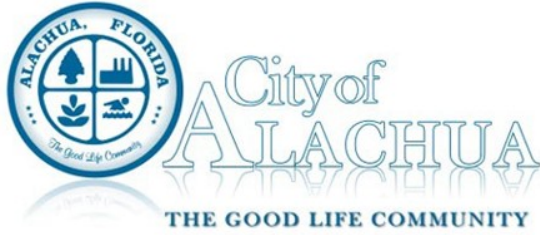
  
Signature

Virginia H Johns

Type/Print Name

July 31, 2024

Date



## Commission Agenda Item

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**MEETING DATE:** August 12, 2024

**SUBJECT:** June 24, 2024, City Commission Meeting Minutes

**PREPARED BY:** LeAnne Williams

**RECOMMENDED ACTION:**

Approve the minutes.

---

### Summary

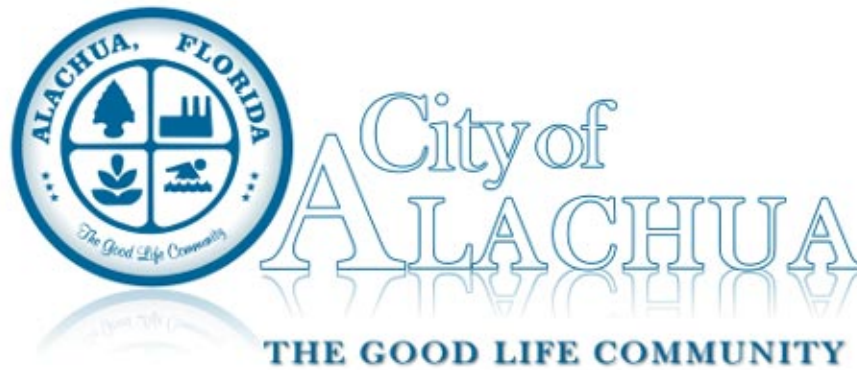
June 24, 2024, City Commission Meeting Minutes.

### FINANCIAL IMPACT

### ADDITIONAL FINANCIAL INFORMATION

### ATTACHMENTS

1. 24.06.24.CCM.M



## **Regular City Commission Meeting Minutes June 24, 2024**

**Mayor Gib Coerper**  
**Vice Mayor Edward Potts**  
Commissioner Dayna Miller  
Commissioner Jennifer Ringersen  
Commissioner Shirley Green Brown

**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:** June 24, 2024

**Meeting Location:** James A. Lewis City Commission Chambers

Citizens Present: Ralph Williams, Jim Curington. Staff Present: Robert Bonetti, Kyler Burk, Brenda Flieger,  
Tara Malone, Jesse Sandusky, Rodolfo Valladares, Tyler Williams

### **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**

Gib Coerper, Mayor

Dayna Miller, Commissioner - Absent

Shirley Green Brown, Commissioner - Absent

#### **INVOCATION**

Pastor Ralph Williams, Newberry Church of the Nazarene

## **PLEDGE TO THE FLAG**

Gib Coerper, Mayor

## **APPROVAL OF THE AGENDA**

Commissioner Jennifer Ringersen moved to approve the agenda; seconded by Vice Mayor Edward Potts.

Passed by unanimous consent.

## **APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY**

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

Passed by unanimous consent.

### **I. SPECIAL PRESENTATIONS**

A. Alachua County Veteran Services Outpost Events

Presentation provided.

B. Fiscal Analysis Report for FY 2023-2024 through May 31, 2024

Presentation provided.

### **II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA**

Mitch Glaeser, San Felasco Tech City

(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**)

### **V. AGENDA ITEMS**

A. School Resource Contract for 2024-2027 School Year

Presentation provided.

Vice Mayor Potts moved to Authorize the Mayor, City Manager, and City Attorney to execute the agreement between the School Board of Alachua County (SBAC) and the City of Alachua, for the provision of the School Resource Officer Program, and submit three signed originals to the SBAC; seconded by Commissioner Ringersen.

Passed by unanimous consent.

**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**

Commissioner Ringersen moved to adjourn; seconded by Vice Mayor Potts.

Passed by unanimous consent.

The meeting adjourned at 6:32 p.m.

|                       |
|-----------------------|
| <b>CONSENT AGENDA</b> |
|-----------------------|

**CONSENT AGENDA ITEMS**

- A. June 10, 2024, City Commission Meeting Minutes

ATTEST:

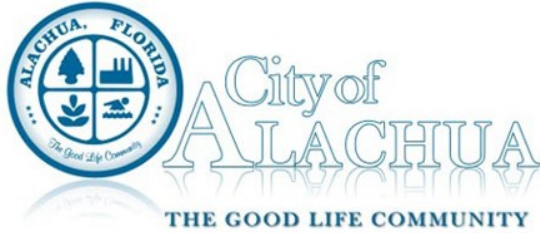
CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

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Mike DaRoza, City Manager/Clerk

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Gib Coerper, Mayor



## Commission Agenda Item

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**MEETING DATE:** August 12, 2024

**SUBJECT:** July 22, 2024, City Commission Budget Workshop Minutes

**PREPARED BY:** LeAnne Williams

**RECOMMENDED ACTION:**

Approve the July 22, 2024, City Commission Budget Workshop Minutes

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### Summary

Approve the July 22, 2024, City Commission Budget Workshop Minutes

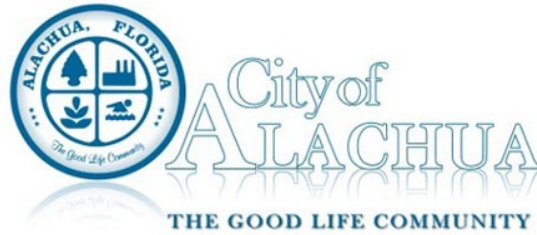
### FINANCIAL IMPACT

None

### ADDITIONAL FINANCIAL INFORMATION

### ATTACHMENTS

1. 24.07.22.BW.M



City Commission Workshop Minutes  
July 22, 2024

**Mayor Gib Coerper**  
**Vice Mayor Edward Potts**  
Commissioner Shirley Green Brown  
Commissioner Dayna Miller  
Commissioner Jennifer Ringersen

**City Manager Mike DaRoza**  
City Attorney Marian Rush

The City Commission will conduct a  
City Commission Meeting  
At 3:30 PM  
to address the item(s) below.

Meeting Date: July 22, 2024

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

STAFF ATTENDING: Robert Bonetti, Jeanene Carrillo, Michael Carrillo, Heather Carter, Lisa Freeman, Lynn Hayes, Corey King, Tara Malone, Damon Messina, Jesse Sandusky, Donna Smith, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn, 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

Gib Coerper, Mayor

Edward Potts, Vice Mayor - Absent.

Shirley Green Brown, Commissioner - Absent.

**I. AGENDA ITEMS**

**A) FY 2024-2025 BUDGET WORKSHOP**

Presentation was provided by Finance Director Rob Bonetti.

**ADJOURN**

Mayor Coerper adjourned the meeting at 4:06 p.m.

**ATTEST:**

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

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Mike DaRoza, City Manager/Clerk

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Gib Coerper, Mayor