



BOARD OF COUNTY COMMISSIONERS

DATE: February 25, 2014

AGENDA ITEM NO. 116.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Approval of Negotiated Contract for Professional Design Build Services- Pinellas County Health Facility
Contract No. 123-0276-NC(RM)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE NEGOTIATED CONTRACT FOR PROFESSIONAL DESIGN BUILD SERVICES (PRE-CONSTRUCTION) FOR THE PINELLAS COUNTY HEALTH FACILITY WITH CREATIVE CONTRACTORS, INC., (CREATIVE CONTRACTORS) CLEARWATER, FLORIDA.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

On August 20, 2013, in Accordance with County Consultant Competitive Negotiation Act (CCNA) procedures, the Board requested staff proceed with negotiations with the number two ranked firm Creative Contractors. A final agreement has been negotiated with Creative Contractors and is presented to the Board for consideration.

The new facility will be an extension of the County's Mobile Medical Unit; a Federally Qualified Health Center that currently serves the homeless population at twelve (12) locations countywide. More specifically, the overall objective of this project is to provide a new health care facility to serve as a patient-centered medical home that uniquely serves the needs of homeless individuals through in-house medical care and social support services. Additionally, the facility will house a twenty (24) hour/day medical respite facility to provide convalescent care for clients recently released from a hospital. The health facility will be located at 14790 49th Street, Clearwater, Florida.

The Project consists of two (2) phases: Phase One (1) will include programming, schematic design/design development and construction documents structured for accurate subcontractor bidding and pricing to develop a guaranteed lump sum price; Phase Two (2) is the "building construction phase". The lump sum price will be brought back to the Board for consideration prior to initiation of Phase 2. The project will be designed and constructed per Leadership in Energy and Environment Design (LEED) recommendations and could be certifiable, but will not be formally LEED Certified due to cost considerations.

Fiscal Impact/Cost/Revenue Summary:

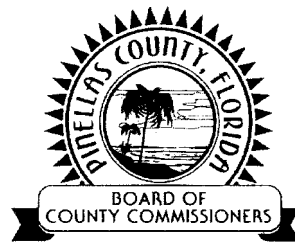
Phase One (1) (Pre-Construction) not to exceed:	\$265,942.00
Estimated Permit/Application Fees :	\$112,783.00
Phase One (1) Estimated Total Cost:	\$378,725.00

The total estimated cost for the project is \$4,500,000.00, including Phase 1. Funding for this project will be derived from a U.S. Department of Health and Human Services Capital Grant secured on May 1, 2012 in the amount of \$5,000,000.00.

Exhibits/Attachments:

Agreement
Project Financial Overview

*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



PINELLAS COUNTY DESIGN/BUILD AGREEMENT

FOR

PINELLAS COUNTY HEALTH FACILITY

RFP: 123-0276-CN (RM)

CREATIVE CONTRACTORS, INC.
620 DREW STREET
CLEARWATER, FLORIDA, 33755

AGREEMENT PREPARED BY
DEPARTMENT OF REAL ESTATE MANAGEMENT

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PUBLIC NOTICE/LEGAL ADVERTISEMENT FOR THE REQUEST FOR QUALIFICATIONS

DESIGN BUILD AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, ("Owner") hereby contracts with Creative Contractors, Inc. ("Design Builder") of Clearwater, Florida, a Florida corporation authorized and licensed to do business in the State of Florida, to perform all work and services in connection with the design and construction of Pinellas County Health Facility ("Project"), as said work and services is set forth in this Agreement, the Plans and Specifications to be prepared by or for Design Builder as hereafter provided and all other Contract Documents hereafter specified (the "Work").

Owner and Design Builder, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Design Criteria Package, the Exhibits described in Section 6 hereof, the Public Notice/Legal Advertisement, and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") to be prepared by or for Design Builder, but only after said Construction Documents have been completed and approved in writing by Owner. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Design Builder at the Project site at all times during the performance of the Work.

B. Design Builder shall furnish Owner one (1) sealed copy, one (1) reproducible set, and one (1) CD of the Contract Documents. All copies of the Construction Documents required by Design Builder for execution of the Work shall be made by Design Builder at Design Builder's sole cost and expense. Upon the completion or termination of this Agreement, as directed by Owner, Design Builder shall deliver to Owner copies or originals, as required by the Owner, of all records, documents, drawings, notes, tracings, plans, Auto CAD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for Design Builder under this Agreement ("Project Documents"). Design Builder shall be solely responsible for all costs associated with delivering to Owner the Project Documents. Design Builder, at its own expense, may retain copies of the Project Documents for its files and internal use. Notwithstanding anything in this Agreement to the contrary and without requiring Owner to pay any additional fees, Design Builder hereby grants Owner a nonexclusive, irrevocable license in all of the Project Documents for Owner's use on this Project. Design Builder warrants to Owner that it has full right and authority to grant this license to Owner. Further, Design Builder consents to Owner's use of the Project Documents to complete the Project following Design Builder's termination for any reason or to perform reconstruction, additions to or remodeling or renovations of the Project.

C. Nothing contained in the Contract Documents shall create a contractual relationship between Owner and any third party; however, it is agreed that Owner is an intended third party beneficiary of all contracts for design and engineering services, all subcontracts, purchase orders and other agreements relating to the Project between Design Builder and third parties. Design Builder shall incorporate the obligations of this Contract into its respective consultant agreements, subcontracts, supply agreements and purchase orders.

Section 2. Scope of Work.

Design and construction of a health care facility to be located at 14790 – 49th Street, Clearwater, FL that will provide in-house medical and dental care, social support services and accommodate a 24 hour/day medical respite facility to provide convalescent care.

Section 3. Contract Amount.

In consideration of the faithful performance by Design Builder of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Design Builder the following Phase 1 Fee and Lump Sum Price amounts (collectively herein "Contract Amount"), in accordance with the terms of this Agreement:

A. **Phase 1.** For all Phase 1 Services, including, but not limited to, causing the preparation of the Construction Documents, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with the Owner during the various design sub-phases, and preparing cost estimates and schedules, Design Builder shall receive the fixed amount of **\$265,942** ("Phase 1 Fee") as the total lump sum compensation for all Phase 1 Services. Said lump sum amount shall be paid in accordance with the Phase 1 Compensation Schedule attached hereto as Exhibit Q.

B. **Phase 2.** With respect to Phase 2 Services to be provided by Design Builder hereunder, Owner shall pay Design Builder the fixed lump sum amount ("Lump Sum Price") to be established in the Lump Sum Contract Price Amendment to the Agreement (the "Lump Sum Amendment"). Design Builder agrees to provide Owner with the Lump Sum Price proposal within **forty-five (45)** days after the Construction Drawings are at 50% Completion. The Lump Sum Price proposal shall be based upon the previous cost estimates provided by Design Builder as required hereunder. Further, the Lump Sum Price proposal shall be broken down into the categories and level of detail required by Owner. Design Builder agrees that all of its books, records and files, with respect to its development of the Lump Sum Amendment proposal, shall be open to Owner for review, examination and copying. The Lump Sum Price proposal shall include general condition expenses specified in the Lump Sum Amendment, and a profit markup not to exceed TBD%. The Lump Sum Price shall be mutually agreed upon by Owner and Design Builder and shall be set forth in the Lump Sum Amendment. The form for the Lump Sum Amendment is attached hereto as Exhibit N. Design Builder guarantees that in no event shall the Design Builder's total compensation exceed the Lump Sum Price, as the Lump Sum Price may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event Design Builder and Owner fail to reach an agreement on the Lump Sum Amendment, Owner may elect to terminate this Contract. In the event of any such termination, Design Builder shall be entitled to receive that portion of the Contract Amount attributable to the Phase 1 Services earned through the date of termination plus that portion of any earned compensation associated with any Phase 2 Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Design Builder shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not approved or performed.

Section 4. Bonds.

A. Concurrent with its execution of the Lump Sum Amendment, Design Builder shall provide Performance and Payment Bonds, in the form prescribed in Exhibit A, in the amount of 100% of the Lump Sum Price, the costs of which are to be paid by Design Builder. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies” circular. This circular may be accessed via the web at www.fms.treas.gov/c570/c570.html. Should the Contract Amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Design Builder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Design Builder shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

C. At the time Design Builder executes this Agreement, Design Builder shall deliver to Owner proof, reasonably acceptable to Owner, of Design Builder's ability to deliver the Performance and Payment bonds required hereunder.

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance. Time is of the essence in the performance of the Work under this Agreement. The "Phase 1 Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Design Builder shall commence the Phase 1 Services portion of the Work within five (5) calendar days from the Phase 1 Commencement Date. Any Work performed by Design Builder prior to the Phase 1 Commencement Date shall be at the sole risk of Design Builder. The "Phase 2 Commencement Date" shall be established in the Lump Sum Amendment, except to the extent otherwise agreed to in writing by Owner. Design Builder shall commence the Phase 2 Services portion of the Work within five (5) calendar days after the Phase 2 Commencement Date. No portion of the Work, with respect to the Phase 2 Services to be provided hereunder shall be performed prior to the Phase 2 Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Phase 2 Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is further discussed in Paragraph B below.

B. Because the Work is to be completed in two phases (i.e. Phase 1 and Phase 2), the timely completion of Phase 1 is critical to the timely completion of Phase 2 and, therefore, completion of the entire Project. Accordingly, Design Builder agrees to provide the Phase 1 Services in accordance with Exhibit L. With respect to the Phase 2 Services, the Lump Sum Amendment shall include the date that portion of the Work associated with the Phase 2 Services must be substantially completed by Design Builder. That Substantial Completion date shall be established in terms of calendar days after the Phase 2 Commencement Date. In the event Design Builder and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate this Contract. In the event of any such termination, Design Builder shall be entitled to receive that portion of the Contract Amount attributable to the Phase 1 Services earned to the date of termination plus that portion of any earned compensation associated with any Phase 2 Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Design Builder shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not approved or performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. The entire Work shall be fully completed and ready for final acceptance by Owner within sixty (60) calendar days after the Substantial Completion Date. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the

Owner's duly authorized representative and shall mean the Division Administrator or Department Director, as applicable, acting directly or through duly authorized representatives.

C. Liquidated Damages in General. Owner and Design Builder recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if the Work associated with the Phase 2 is not substantially completed within the Contract Time specified in the Lump Sum Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Design Builder fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **five-hundred dollars (\$500)** for each calendar day thereafter until Substantial Completion is achieved. Further, after Substantial Completion has been achieved, but Design Builder fails thereafter to achieve Final Completion within the required time period, Owner shall be entitled to assess and Design Builder shall be liable for all actual damages incurred by Owner as a result of such failure. The Project shall be deemed to be substantially completed on the date the Project Manager issues a Certificate of Substantial Completion pursuant to the terms hereof. Design Builder hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Design Builder fails to Substantially or Finally Complete the Work within the required time periods.

D. Computation of Time Periods. When any period of time is referenced by days herein, it shall be computed to exclude the first day 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 shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

E. Determination of Number of Days of Default. For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Owner will count default days in calendar days.

E. Right of Collection. The Owner has the right to apply any amounts due Design Builder under this Agreement or any other agreement between Owner and Design Builder, as payment on such liquidated damages due under this Agreement in Owner's sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Design Builder, at Owner's election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner. In the event Design Builder defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another Design Builder or its own forces, the Design Builder and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner. The Owner shall consider the Agreement complete when the Design Builder has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Design Builder in writing that the Work is complete. Once the Owner has approved and accepted the Work, Design Builder shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties. Design Builder shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Design Builder's failure to fulfill all of its obligations

under the Contract Documents. Owner's recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Design Builder any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.

Section 6. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	Performance and Payment Bond Forms
Exhibit B:	Insurance Requirements
Exhibit C:	Release and Affidavit Form
Exhibit D:	Design Builder Application for Payment Form
Exhibit E:	Change Order Form
Exhibit F:	Certificate of Substantial Completion Form
Exhibit G:	Final Payment Checklist
Exhibit H:	General Terms and Conditions
Exhibit I:	Supplemental Terms and Conditions
Exhibit J:	Design Criteria Package
Exhibit K:	Permits
Exhibit L:	Phase 1 and Phase 2 Project Design Milestones and Deliverables
Exhibit M:	Design Professionals
Exhibit N:	Lump Sum Amendment Agreement Form
Exhibit O:	Scope of Phase 1 Services
Exhibit P:	Scope of Phase 2 Services
Exhibit Q:	Phase 1 Compensation Schedule
Exhibit R:	Truth-in-Negotiation Certificate
Exhibit S:	Design Builder's Key Personnel
Exhibit T:	Stored Materials Record
Exhibit U:	General Conditions Categories

Section 7. Notices

A. All notices required or made pursuant to this Agreement by the Design Builder to the Owner shall be shall be deemed duly served if delivered by U.S. Mail or Facsimile, addressed to the following:

If to the Owner:

Paul S. Sacco
Director, Pinellas County Real Estate Management
509 East Avenue South
Clearwater, Florida 33756

With a copy to:

Tom Borawski
Manager, Pinellas County Building Design & Construction Division
509 East Avenue South
Clearwater, Florida 33756

If to the Design Builder:
Joshua M. Bomstein
Vice President, Creative Contractors, Inc.
620 Drew Street
Clearwater, Florida 33755

B. Either party may change its above noted address by giving ten (10) days written notice to the other party in accordance with the requirements of this Section.

Section 8. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 9. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 10. Governing Law and Venue.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of any dispute by and between the parties, the exclusive jurisdiction and venue for any such proceeding shall be Pinellas County, Florida.

Section 11. No Waiver.

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 12. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 13. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 14. Change Order Authorization.

The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner's Purchasing Policy and accompanying administrative procedures.

Section 15. Construction.

Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.


Section 16. Order of Precedence

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Design Builder at Owner's discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.


D/B FIRM

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: JOSHUA BOMSTEIN
Title: VICE PRESIDENT Date: 2.10.14

By: _____
Chairman Date: _____

ATTEST:


By: _____
Print Name: ALAN HOLODREITH
Title: V.P. / SECRETARY Date: 2.10.14

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

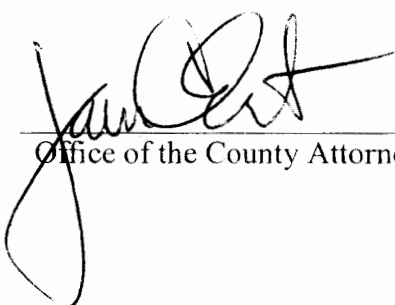
By: 
Office of the County Attorney

EXHIBIT A

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,

And _____, as Surety,

located at:

(Business Address)

are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County, Florida, as Obligee in the sum of
\$ _____

DOLLARS (\$ _____) for the payment whereof we bind ourselves, our
heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for **Contract No. 123-0276-NC Design Build Pinellas County Health Facility** in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the

changes do not affect Surety's obligation under this bond.

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

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

Witness as to Principal

(Authorized Signature)

Witness as to Principal

(Print Name)

(Title)

(Business Address)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____

by _____

of _____, a _____

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

BOND NO. _____

SURETY:

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

(Business Address)

-OR-

Witness as to Attorney In Fact

(Signature As Attorney In Fact)

(Attach Power of Attorney)

(Print Name)

Witness as to Attorney In Fact

(Title)

(Business Address)

(Telephone Number)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ by _____
_____ of _____, a

_____ Corporation on behalf of the Corporation. He/She is personally known
to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(hereinafter called the ("Principal")) and _____

(hereinafter called the ("Surety")), located at _____

a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County (hereinafter called the "Owner") in the sum of

\$ _____

_____ DOLLARS (\$ _____)

for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for **BID NO. TBD, P.I.D. NO. _____, Test of Boiler Plate after Div. 1 700 change** said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal: then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth

in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____, 20_____

(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney)

Signed, sealed and delivered

PRINCIPAL:

In the presence of:

(Authorized Signature)

Witness as to Principal

(Print Name)

(Title)

Witness as to Principal

(Business Address)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____

by _____

of _____, a _____

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

BOND NO. _____

SURETY:

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

(Business Address)

-OR-

Witness as to Attorney In Fact

(Signature As Attorney In Fact)

(Attach Power of Attorney)

(Print Name)

Witness as to Attorney In Fact

(Title)

(Business Address)

(Telephone Number)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____

by _____

of _____, a _____

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

EXHIBIT B
PHASE 1 - INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, adequate insurance as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the limits be less than \$500,000 for Workers' Compensation Employers' Liability and \$1,000,000 for General Liability, Auto Liability, or Professional Liability if required below.*

All subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County; and (6) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph six (6) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and

charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The minimum insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Policy shall not contain an Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig or boom exclusion.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (D) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County; and (6) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

EXHIBIT B
PHASE 2 - INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, adequate insurance as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the limits be less than \$500,000 for Workers' Compensation Employers' Liability and \$1,000,000 for General Liability, Auto Liability, or Professional Liability if required below.*

All subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County; and (6) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph six (6) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and

charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (8) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (9) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (10) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (11) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (12) All policies shall be written on a primary, non-contributory basis.
- (13) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (14) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The minimum insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(E) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (F) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Policy shall not contain an Explosion, Collapse or Underground (x.c.u) exclusion; nor shall there be a crane weight, jig or boom exclusion.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (G) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (H) Excess or Umbrella Liability Insurance excess of the primary coverage required in paragraphs (A), (B), and (C) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (I) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County; and (6) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (J) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If

policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- (K) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.
- (L) Builders Risk/Installation Floater Insurance County property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of Pinellas County property until acceptance of installed equipment is granted. Coverage shall be maintained for the entire time the property and/or equipment is in the Contractor's care, custody, and/or control, including transit. Limit and valuation shall be replacement cost. If the Contractor delivers the equipment and loads equipment using a crane, then no crane, boom, jig, or weight exclusion shall apply. Contractor's property, installation floater, builders risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of the County. All deductibles will be the responsibility of the contractor. County must be named as a Loss Payee.

EXHIBIT C
RELEASE AND AFFIDAVIT FORM

COUNTY OF _____)
STATE OF FLORIDA)

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

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Design Builder") releases and waives for itself and it's subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Pinellas County, Florida, relating in any way to the performance of the Agreement between Design Builder and Owner dated _____, 201__ for the period from _____ to _____, excluding all retainage withheld and any pending claims or disputes as expressly specified as follows:
_____.

(2) Design Builder certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) To the maximum extent permitted by law, Design Builder agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Design Builder of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Design Builder's [monthly/final] Application for Payment No. _____.

DESIGN BUILDER

BY: _____

ITS: _____ President

DATE: _____

Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation.

He/she is personally known to me or has produced _____ as
identification and did (did not) take an oath.

My Commission Expires:

(Signature of Notary)

NAME:

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commissioner No.: _____

EXHIBIT D

FORM OF CONTRACT APPLICATION FOR PAYMENT

FORM OF CONTRACT APPLICATION FOR PAYMENT

_____ (County Project Manager) Contract No. _____

_____ (County Department)

Pinellas County Board of County Commissioners (the OWNER) Project No. _____

Application Date _____

Payment Application No. _____

FROM: _____ (Design Builder's Representative) _____
(Design Builder's Name)

_____ (Design Builder's Address) _____

RE: _____ (Project Name)

Original Contract Time _____ Revised Contract Time _____

Original Contract Amount \$ _____

Total Net Changes \$ _____

Revised Contract Amount: \$ _____

Total Completed and Stored to Date \$ _____

Retainage @ 5% \$ _____

Total Retained to date: \$ _____

Total Earned Less Retainage \$ _____

Less Previously Paid \$ _____

AMOUNT DUE THIS APPLICATION: \$ _____

Percent Work completed to Date: _____ %

Percent Contract Time completed to Date _____ %

Liquidated Damages to be Accrued \$ _____

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS
APPLICATION

DESIGN BUILDER'S CERTIFICATION: The undersigned DESIGN BUILDER certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of DESIGN BUILDER incurred in connection with Work covered by any and all prior Applications for Payment ; (2) title to all 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, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) DESIGN BUILDER has only included amounts in this Application for Payment properly due and owing and DESIGN BUILDER has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

By DESIGN BUILDER: _____ (Design Builder's Name)

(Signature) Date: _____

(Type Name & Title)
(shall be signed by a duly authorized representative of DESIGN BUILDER)

SWORN TO (or affirmed) and subscribed before me this __ day of _____, 201__, by _____
_____ of Creative Contractors, Inc., a Florida corporation on behalf of the corporation. He is
personally known to me or has produced _____ as identification.

(Signature)

(Printed Name)

NOTARY PUBLIC, STATE OF FLORIDA

(Commission Expiration Date)

Payment to the DESIGN BUILDER for the above AMOUNT DUE THIS APPLICATION is approved:

By OWNER'S Project Manager: _____
(Signature)

Date: _____
(Type Name and Title)

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

CONTRACT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

PROJECT NO.: _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

For the (Additive) (Deductive) Sum of: _____
(\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order (Add) (Deduct) \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the Substantial Completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION

[AIA G704 Standard Certificate of Substantial Completion]

EXHIBIT G
FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ Date: _____, 200____

Design Builder: _____

The following items have been secured by the _____
for the Project known as _____

and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____

Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.

Actual Date of Substantial Completion: _____.

Final Completion Time as set forth in the Agreement: _____ Calendar Days.

Actual Final Completion Date: _____.

YES

NO

- | | | |
|-------|-------|--|
| _____ | _____ | 1. All Punch List items completed on _____ |
| _____ | _____ | 2. Warranties and Guarantees assigned to Owner (attach to this form). |
| _____ | _____ | 3. Effective date of General one year warranty from Design Builder is: _____ |
| _____ | _____ | 4. 2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form). |
| _____ | _____ | 5. As-Built drawings obtained and dated: _____ |
| _____ | _____ | 6. Owner personnel trained on system and equipment operation. |
| _____ | _____ | 7. Certificate of Occupancy No.: _____ |
| _____ | _____ | issued on _____ (attach to this form). |
| _____ | _____ | 8. Certificate of Substantial Completion issued on _____ |
| _____ | _____ | 9. Final Payment Application and Affidavits received from Design Builder on: _____ |
| _____ | _____ | 10. Consent of Surety received on _____ |
| _____ | _____ | 11. Operating Department personnel notified Project is in operating phase. |
| _____ | _____ | 12. All Spare Parts or Special Tools provided to Owner: _____ |
| _____ | _____ | 13. Finished Floor Elevation Certificate provided to Owner: _____ |
| _____ | _____ | 14. Other: _____ |

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.

Acknowledgments:

By Design Builder: _____ (Company Name)
 _____ (Signature)
 _____ (Typed Name & Title)

By Owner: _____ (Department Name)
 _____ (Signature)
 _____ (Name & Title)

EXHIBIT H
GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be designed and constructed by Design Builder in accordance with the Contract Documents. Any work, services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If before or during the performance of the Work Design Builder discovers a conflict, error or discrepancy in the Contract Documents, Design Builder immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Design Builder to consult directly with another professional, if any, involved with the Project as directed by Owner. Design Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design Builder with the Contract Documents before commencing any portion of the Work.

1.3. Construction Documents approved by Owner are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Design Builder shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design Builder, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1. Subject to Section 2.3 below, Design Builder shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during

performance of the Work; and all other costs associated with such performance. The failure of Design Builder to acquaint itself with any applicable conditions shall not relieve Design Builder from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design Builder shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Design Builder shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design Builder shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design Builder shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. The Design Builder is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).

2.3 Notwithstanding anything in the Contract Documents to the contrary, Design Builder assumes all risks with respect to the conditions which are encountered at the Project site, including all (i) subsurface or otherwise concealed physical conditions whether or not they differ materially from those indicated in the Contract Documents and (ii) unknown physical conditions of any nature, whether or not they differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Design Builder will not be entitled to any adjustment to the Lump Sum Price or the Contract Time as a result of any site conditions encountered, except for hazardous materials as set forth in Section 9.4 below. It is the specific intention of the Parties that Design Builder will propose and perform as part of its Phase 1 Services any necessary investigation and testing that Design Builder deems necessary to assume such risk.

3. SCHEDULE.

3.1. The Design Builder, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to Project Manager, for his or her review and approval, a progress schedule for the Project. Said schedule shall include but not be limited to an overall progress schedule for all portions of the design and construction of the Project ("Master Project Schedule"). The Master Project Schedule shall (i) relate to all Work required by the Contract Documents, (ii) utilize the Critical Path method of scheduling, (iii) shall provide for expeditious and practicable execution of the Work within the Contract Time, and (iv) be in such form and level of detail as may be required by Owner. The Master Project Schedule shall indicate the dates for starting and completing the various stages of the Work, including the Phase 1 Services to be provided by Design Builder.

3.2. The Master Project Schedule shall be updated monthly by the Design Builder or as specified in the Supplemental Terms and Conditions (if any) attached to the Agreement as Exhibit I. All monthly updates to the Master Project Schedule shall be subject to the Project Manager's review and approval. Design Builder shall submit the updates to the Master Project Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted monthly Master Project Schedule updates shall be a condition precedent to the Owner's obligation to pay Design Builder.

3.3 All Work under this Agreement shall be performed in accordance with the requirements of all Pinellas County Noise Ordinances then in effect. Unless otherwise specified, Work at the Project site will generally be limited to the hours of _____ a.m. to _____ p.m., _____ through _____. No Work at the Project site shall be performed outside the specified hours without the prior approval of the Project Manager.

4. PROGRESS PAYMENTS.

4.1 Design Builder's Applications for Payment shall be in the form attached to the Agreement as Exhibit D and contain such detail and backup as Owner reasonably may require. Design Builder shall not submit more than one Application for Payment each month.

4.2. At the time it submits its Lump Sum Price proposal to Owner, Design Builder also shall submit to Owner, for its review, a Schedule of Values based upon the Lump Sum Price proposal; all in C.S.I. format, listing the major elements of the Work and the dollar value for each element. That Schedule of Values, as further revised to reflect the final negotiated Lump Sum Price and as approved by Owner, will be attached to the Lump Sum Amendment and shall be used as the basis for Design Builder's monthly Applications for Payment thereafter. The revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Owner by Design Builder along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit D.

4.3 When Design Builder submits its Lump Sum Price proposal to Owner, Design Builder shall provide to the Project Manager a list of its Subcontractors and materialmen showing the work and materials involved and the dollar amount of each subcontract and purchase order. Design Builder acknowledges and agrees that any modifications to the list of Subcontractors and any subsequently identified Subcontractors are subject to Owner's prior written approval. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Design Builder may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Design Builder has furnished Owner certified copies of the receipts evidencing the premium paid by Design Builder for the bonds.

4.4. Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location, and such payment and storage have been agreed to by Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each subsequent Application for Payment, Design Builder also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record attached hereto and made a part hereof as Exhibit T.

4.5. Design Builder shall submit three (3) copies of its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner. After the date of each

Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735, F.S., the Project Manager (or his or her designee as directed by Owner) shall either: (1) indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to the Design Builder indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices in the amounts approved shall be processed in accordance with Section 218.735, F.S. and the administrative procedures established by the County's Purchasing Department and the Clerk of Court's Finance Department respectively.

In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Design Builder may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Design Builder the amounts so approved.

4.6 Owner shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Project Manager for payment, whichever is less. Such sum shall be accumulated and not released to Design Builder until final payment is due unless otherwise agreed to by the Owner. After the completion of all Phase 1 services to the reasonable satisfaction of the Owner, Owner shall remit the balance of Phase 1 retainage to Design Builder.

4.7 Monthly payments to Design Builder shall in no way imply approval or acceptance of Design Builder's Work.

4.8 Each Application for Payment, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Design Builder's receipt of payment in full for all materials, labor, services, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Design Builder shall also submit a Release and Affidavit in the form attached as Exhibit C acknowledging that each Subconsultant, Subcontractor, sub-subcontractor or supplier has been paid in full through the previous month's Application for Payment (for which the Design Builder has actually been paid). The Owner shall not be required to make payment until and unless these affidavits are furnished by Design Builder. Further, if Design Builder is withholding any portion of a payment to any subcontractor, supplier or subconsultant for any labor, services, equipment or materials for which Owner has paid Design Builder, Design Builder agrees to refund such money to Owner upon demand by Owner.

4.9 Notwithstanding anything in the Contract Documents to the contrary, Design Builder acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Design Builder shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Design Builder all amounts that Owner does not dispute are due and payable.

5. PAYMENTS WITHHELD.

5.1. The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Design Builder under this Agreement or any other agreement between Owner and

Design Builder, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design Builder to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design Builder; or (g) any other material breach of the Contract Documents by Design Builder.

5.2. If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Design Builder's expense. Provided, however, in the event of an emergency, Owner shall not be required to provide Design Builder any written notice prior to rectifying the situation at Design Builder's expense. Owner also may offset against any sums due Design Builder the amount of any liquidated or non-liquidated obligations of Design Builder to Owner, whether relating to or arising out of this Agreement or any other agreement between Design Builder and Owner.

6. FINAL PAYMENT.

6.1. Owner shall make final payment to Design Builder in accordance with Florida Statutes Section 218.735 and the administrative procedures established by the County's Purchasing Department and the Clerk of Court's Finance Department after the Work is finally inspected and accepted by Project Manager as set forth in Section 20.1 herein, provided that Design Builder first, and as an explicit condition precedent to the accrual of Design Builder's right to final payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the Owner. Prior to release of final payment and final retainage, the Design Builder's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2. Design Builder's acceptance of final payment shall constitute a full waiver of any and all claims by Design Builder against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Design Builder as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Design Builder hereunder or to the recovery of damages for defective Work not discovered by the Project Manager at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1. Design Builder shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. It is Design Builder's obligation to confirm and Design Builder will be deemed to have certified to Owner that all submittals reviewed and approved by it fully comply with all requirements of the Contract Documents. During Phase 1, Design Builder shall prepare and submit to Owner, for Owner's approval, procedures for Design Builder's handling and processing of submittals. Owner shall identify, in its sole discretion, which submittals must be submitted to Owner for its approval. Further, Design Builder shall submit all such materials at

its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. To the extent that a submittal requires Owner's approval as set forth above, Design Builder shall also carefully review and certify to Owner the accuracy and completeness of such shop drawings and other submittals and then forward the same to Owner for its review and approval. In such case, Owner will transmit them back to Design Builder who will then issue the submittals to the affected subcontractor for fabrication or revision. Design Builder shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. At Owner's request, copies of submittals and/or Design Builder's responses will be provided to Owner. At the completion of the project, the Design Builder will provide the Owner with a complete set of approved submittals in scanned format on CDs.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Design Builder to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Design Builder and all such requests, to the extent possible, must be submitted by Design Builder to Project Manager prior to the execution of the Lump Sum Amendment, unless otherwise mutually agreed in writing by Owner and Design Builder.

7.3. If Design Builder wishes to furnish or use a substitute item of material or equipment, Design Builder shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design Builder's achievement of substantial completion on time, whether or not acceptance of the substitute for use 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 the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Design Builder to furnish at Design Builder's expense additional data about the proposed substitute.

7.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design Builder may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Design Builder submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5. The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Owner shall be the sole judge of the acceptability of any substitute. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by either a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Design Builder to furnish at Design Builder's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Design Builder and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Design Builder shall reimburse Owner costs of evaluating each proposed substitute.

7.6 Notwithstanding anything in the Contract Documents to the contrary, Design Builder expressly acknowledges and agrees that Owner's review or approval of any design documents submitted by Design Builder, including but not limited to any submittals as described herein, shall not relieve Design Builder of its responsibilities or liabilities for design hereunder. Notwithstanding anything in the Contract Documents to the contrary, Design Builder further expressly acknowledges and agrees that any such review or approval shall not be deemed as Owner's approval of any deviations to such design documents unless such deviation is expressly brought to Owner's attention by Design Builder in writing and Owner expressly approves such deviation in writing.

8. DAILY REPORTS, AS-BUILTS AND MEETINGS.

8.1. Unless waived in writing by Owner, Design Builder shall complete and submit to Project Manager on a weekly basis a daily log of the Design Builder's work for the preceding week in a format approved by the Project Manager. The daily log shall document all activities of Design Builder at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Design Builder's and its subcontractors' and subconsultants' personnel;

8.1.4. The number of Design Builder's and Subconsultant's and Subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site;

8.1.9. A list of all visitors to the Project

8.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Design Builder to Owner pursuant to the Contract Documents.

8.2. Design Builder shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Owner, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design Builder throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Project Manager for reference. Upon completion of the Work and as a condition precedent to Design Builder's entitlement to final payment, these "As-Built" record documents, samples and shop drawings (along with electronic copies on CDs) shall be delivered to Project Manager by Design Builder for Owner.

8.3. Design Builder shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed or such longer period as may be required by law, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the document retention period noted above; provided, however, such activity shall be conducted only during normal business hours.

8.4 Design Builder shall advise Owner, Project Manager and their representatives of their requested or required participation in any meeting or inspection giving each at least one week written notice unless such notice is made impossible by conditions beyond Design Builder's fault and control, in which case at least 48 hours prior written notice must be given.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Design Builder shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subconsultants, subcontractors and material-men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Design Builder or anyone for whom Design Builder is liable. Design Builder shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2. Should Design Builder be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design Builder, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Design Builder shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design Builder may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Design Builder of its duty to perform or give rise to any right to damages or additional compensation from Owner. Design Builder expressly acknowledges and agrees that it shall receive no damages for delay. Design Builder's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4 Notwithstanding anything contained within Section 2.3 to the contrary, if Design Builder encounters on the Project site any materials reasonably believed by Design Builder to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Design Builder immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Lump Sum Price and Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Notwithstanding the foregoing sentences in this Section 9.4, if the hazardous material encountered was generated or caused by Design Builder or any of its employees, agents, subconsultants, subcontractors, or material suppliers, no adjustment to the Contract Time or Lump Sum Price shall be made and Design Builder shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material. Design Builder will coordinate and cooperate with any person or entity who is hired to perform any hazardous material mitigation services.

9.5 In no event shall any approval by Owner authorizing Design Builder to continue performing Work under this Agreement or any payment issued by Owner to Design Builder be deemed a waiver of any right or claim Owner may have against Design Builder for delay damages hereunder.

10. CHANGES IN THE WORK.

10.1. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly, but in no event more than 10 days after being notified of a change, Design Builder shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Design Builder for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in

writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Design Builder for such items and (ii) an admission by Design Builder that such items are in fact not a change but rather are part of the Work required of Design Builder hereunder.

10.2. A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Design Builder and Owner concerning the requested changes. Design Builder shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Design Builder shall mutually agree.

10.3. If Owner and Design Builder are unable to agree on a Change Order for the requested change, Design Builder shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Design Builder disagrees with the Owner's adjustment determination, Design Builder must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change is approved by Owner which results in either an increase or decrease to the Lump Sum Price, a Change Order shall be issued which increases or decreases the Lump Sum Price by the amount of Design Builder's actual and reasonable direct increased Cost for such change work plus a maximum ten percent (10%) markup for Design Builder's overhead and profit. In the event such change work is performed by a subconsultant or subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subconsultants', subcontractors', sub-subconsultants' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted. Design Builder shall not be entitled to any mark-up for Change Order work. All compensation due any Sub-consultant or Subcontractor for field and home office overhead is included in the markups noted above. Subcontractor's bond costs associated with any change order shall be included in the overhead and profit markups and shall not be paid as a separate line item.

10.5 Owner shall have the right to conduct an audit of Design Builder's books and records, as well as those of its subconsultants, subcontractors and suppliers to verify the accuracy of the Design Builder's claim with respect to Design Builder's costs associated with any Change Order or Work Directive Change.

10.6 The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Design Builder.

10.7 No action, conduct, omission or course of conduct by Owner shall act to waive, alter, or change the requirement that Amendments, Change Orders, and Work Directive Changes must be in writing and signed by Owner. Such written and signed Amendments, Change Orders and Work Directive Changes are the sole and exclusive way to change either the amount of compensation to be paid to Design Builder or the time within which Design Builder is to perform its obligations hereunder. No changes will be allowed based upon actual, constructive, or oral notice or lack of prejudice to Owner.

11. CLAIMS AND DISPUTES.

11.1 Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between Owner and Design Builder arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Design Builder shall be made in writing to the Project Manager within forty-eight (48) hours from when the Design Builder knew or should have known of the event giving rise to such Claim or else the Design Builder shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the Owner grants additional time in writing, or else the Design Builder shall be deemed to have waived the Claim. Claims not settled by the aforesaid procedure, shall be resolved according to the Dispute Resolution Procedure copies of which are available in the County Attorney's Office or Purchasing Department. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Design Builder shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Design Builder prior to starting any such other work. If Design Builder believes that such performance will involve additional expense to Design Builder or require additional time, Design Builder shall send written notice of that fact to Owner within forty-eight (48) hours of being notified of the other work. If the Design Builder fails to send the above required forty-eight (48) hour notice, the Design Builder will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Design Builder shall afford each utility owner and other Design Builder who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design Builder shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design Builder shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Design Builder 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 Design Builder in said direct contracts between Owner and such utility owners and other contractors.

12.3. If any part of Design Builder's Work depends for proper execution or results upon the work of any other contractor of Owner or utility owner (or Owner), Design Builder shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design Builder's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design Builder's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1 The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, Section C of the RFP and Exhibit B to the agreement, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract

13.2 Unless specifically prohibited by Florida, the DESIGN BUILDER shall defend, indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY, whether resulting from any claimed breach of this Agreement by the DESIGN BUILDER or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the DESIGN BUILDER or anyone employed or utilized by the DESIGN BUILDER in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the DESIGN BUILDER, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the DESIGN BUILDER. The DESIGN BUILDER'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.1 To the maximum extent permitted by Florida law, Design Builder shall indemnify and hold harmless Owner and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Design Builder or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design Builder or anyone employed or utilized by the Design Builder in the performance of this Agreement.

13.2 Design Builder shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit B to the Agreement.

Further, the Design Builder shall at all times comply with all of the terms, conditions, requirements and obligations set forth under Exhibit B.

14. COMPLIANCE WITH LAWS.

14.1. Design Builder agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Design Builder observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date the Lump Sum Amendment has been executed that increases the Design Builder's time or cost of performance of the Work, Design Builder is entitled to a Change Order for such increases, except to the extent Design Builder knew or should have known of the reasonable prospect of such changes prior to the date of the Lump Sum Amendment.

15. CLEANUP AND PROTECTIONS.

15.1. Design Builder agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design Builder shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design Builder from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Design Builder to the condition equal to that existing at the time of Design Builder's commencement of the Work.

16. ASSIGNMENT.

16.1. Design Builder shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner's consent, shall be void. If Design Builder does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design Builder all of the obligations and responsibilities that Design Builder has assumed toward Owner.

17. PERMITS, LICENSES AND TAXES.

17.1. All permits, fees and licenses necessary for the prosecution of the Work shall be acquired and paid for by the Design Builder. If Design Builder performs any Work without obtaining, or contrary to, such permits or licenses, Design Builder shall bear all costs arising therefrom.

17.2. Design Builder shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

18. TERMINATION FOR DEFAULT.

18.1. Design Builder shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design Builder: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. Owner shall notify Design Builder in writing of Design Builder's default(s). If Owner determines that Design Builder has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design Builder of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Design Builder's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design Builder's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design Builder, take assignments of any of Design Builder's subcontracts and purchase orders, and complete all or any portion of Design Builder's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3. If Owner deems any of the foregoing remedies necessary, Design Builder agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design Builder agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Design Builder. The amount to be paid to the Design Builder or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Design Builder hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Design Builder's right to proceed pursuant to this Section, it is determined for any reason that Design Builder was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Design Builder provided herein, then the termination will be deemed a termination for convenience and Design Builder's remedies against Owner shall be the same as and limited to those afforded Design Builder under Section 19 below.

18.6 In the event (i) Owner fails to make any undisputed payment to Design Builder within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Design Builder under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Design Builder, then Design Builder may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Design Builder's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Design Builder or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Design Builder or any Subcontractor, the Design Builder may terminate this Agreement by giving written notice to Owner of Design Builder's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Design Builder's written notice, Design Builder may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Design Builder be entitled to payment for Work not performed or any other damages from Owner.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design Builder. In the event of such termination for convenience, Design Builder's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design Builder shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. Owner shall have the right to suspend all or any portions of the Work upon giving Design Builder not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design Builder's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design Builder be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Design Builder shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

20.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents, that are Design Builder's responsibility to obtain under the Contract Documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Work; provided, however, such condition precedent shall be waived to the extent the failure to obtain any such item is not due to the fault or neglect of Design Builder or anyone for whom Design Builder is responsible. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the Work on that date and the completion of the Work by the Design Builder thereafter would not unreasonably interfere with the Owner's normal business operations or create an unsafe condition. The "punchlist" shall be completed within 60 consecutive calendar days or as agreed upon following the Substantial Completion Date ("Final Completion").

20.2. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Design Builder shall notify Project Manager in writing that the entire Work (or such designated portion) is substantially complete and ready for Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) to be issued. Said written notice from Design Builder shall include a proposed punch-list of all items of Work to be completed or corrected by Design Builder. Within a reasonable time thereafter, Owner and Design Builder shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) substantially complete, Project Manager shall notify Design Builder in writing giving the reasons therefor. In such case, Design Builder shall pay the costs of all additional Substantial Completion inspections. If Owner considers the Work (or designated portion) substantially complete, Design Builder shall prepare a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) for Owner's review, approval and execution which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed or corrected by Design Builder before final payment. Failure to include an item on the final punch-list does not waive Owner's right to demand completion of the item pursuant to the Contract Documents either prior to or after final payment. Owner shall have the right to exclude Design Builder from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Design Builder reasonable access to complete or correct items on the tentative punch-list.

20.3. Upon receipt of written certification by Design Builder that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Project Manager will make such inspection and, if he or she finds the Work acceptable and fully performed under the Contract Documents shall promptly issue a final Certificate for Payment, recommending that, on the basis of his or her observations and inspections, and the Design Builder's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Design Builder is due and payable. Neither the final payment nor the retainage shall become due and payable until Design Builder submits:

- (1) Receipt of Design Builder's Final Application for Payment.

- (2) The Release and Affidavit in the form attached as Exhibit C.
- (3) Consent of surety to final payment.
- (4) Receipt of the final payment check list.
- (5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Project Manager may have issued his or her recommendations. Unless and until the Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

21. WARRANTY.

21.1. Design Builder shall obtain and assign to Owner all express warranties given to Design Builder or any subcontractors by any subcontractor or materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Design Builder warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design Builder further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Design Builder shall correct it promptly after receipt of written notice from Owner. Design Builder shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Design Builder, at Design Builder's expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Design Builder's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Design Builder to correct the cited deficiencies shall be grounds for the Owner to disqualify the Design Builder from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

22. TESTS AND INSPECTIONS.

22.1. Owner and its respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Design Builder shall provide proper, safe conditions for such access. Design Builder shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design Builder shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Design Builder is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Design Builder.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Design Builder's expense unless Design Builder has given Project Manager timely notice of Design Builder's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation and be replaced at Design Builder's sole expense.

22.4. The Owner shall charge to Design Builder and may deduct from any payments due Design Builder all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations nor other actions by the Project Manager nor inspections, tests or approvals by others shall relieve Design Builder from Design Builder's obligations to perform the Work in accordance with the Contract Documents.

22.6 Owner shall have the right, but not the obligation, to hire any consultant it deems appropriate to perform a peer review on Design Builder's design documents. Design Builder agrees to cooperate with any such peer review.

23. DEFECTIVE WORK.

23.1. Work not strictly conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Project Manager, Design Builder shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Design Builder shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.

23.2. If the Project Manager considers it necessary or advisable that covered Work be observed or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Design Builder, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design Builder shall bear all direct, indirect and consequential costs of such

uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Lump Sum Price. If, however, such Work is not found to be defective, Design Builder shall be allowed an increase in the Lump Sum Price and/or an extension to the Contract Time, to the extent solely attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or if Design Builder fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or satisfactorily maintain the Project schedules, Project Manager may order Design Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Builder or any other person.

23.4. Should the Owner determine, in its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Design Builder shall bear all direct, indirect and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after final payment, Design Builder shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5. If Design Builder fails, within a reasonable time, which in no event shall be more than 14 days after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Design Builder fails to perform the Work in accordance with the Contract Documents, or if Design Builder fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Design Builder, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Design Builder in the event of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Design Builder from any or all of the Project site, take possession of all or any part of the Work, and suspend Design Builder's services related thereto, take possession of Design Builder's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Design Builder but which are stored elsewhere. Design Builder shall allow Owner and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Design Builder, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Design Builder's defective Work. Design Builder shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1. Design Builder is responsible for supervising, coordinating and performing the Work with the highest level of care and skill as would be provided by a designer and contractor with extensive and special expertise in the type of design and construction services required under the Contract Documents. Design Builder shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in strict accordance with the Contract Documents. Design Builder shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design Builder shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and who shall not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Design Builder and be the Design Builder's representative at the Project site and shall have authority to act on behalf of Design Builder. All communications given to the superintendent shall be as binding as if given to the Design Builder. Owner shall have the right to direct Design Builder to remove and replace its Project superintendent, with or without cause. Attached to the Agreement as Exhibit S is Design Builder's list identifying Design Builder's Project Superintendent and all of Design Builder's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Design Builder shall have a competent, experienced superintendent on the project at all times whenever Design Builder's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Design Builder fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Design Builder's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5, for services not rendered.

25. PROTECTION OF WORK.

25.1. Design Builder shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design Builder or any one for whom Design Builder is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Design Builder shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Design Builder.

25.2. Design Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design Builder subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3. Design Builder shall not disturb any benchmark established by the Owner with respect to the Project. If Design Builder, or its subcontractors, agents or anyone for whom Design Builder is legally liable, disturbs the Owner's benchmarks, Design Builder shall immediately notify

Project Manager. The Owner shall re-establish the benchmarks and Design Builder shall be liable for all costs incurred by Owner associated therewith.

26. EMERGENCIES.

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Design Builder, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury or loss. Design Builder shall give Project Manager written notice within forty-eight (48) hours after Design Builder knew or should have known of the occurrence of the emergency, if Design Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, and such emergency was not due to the fault or neglect of the Design Builder, a Change Order shall be issued to document the consequences of the changes or variations. If Design Builder fails to provide the forty-eight (48) hour written notice noted above, the Design Builder shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1. Design Builder shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Design Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2 Design Builder acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Design Builder shall coordinate its Work and cooperate so as to cause no unreasonable interference with or disruption to Owner's operations.

27.3 Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to Design Builder the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the Lump Sum Amendment was executed and such early occupancy negatively impacts Design Builder's cost or time of performance, Design Builder shall be entitled to an equitable adjustment to the Contract Amount and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

28. SAFETY.

28.1. Design Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2. Design Builder shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Design Builder shall erect and maintain all necessary safeguards for such safety and protection. Design Builder shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design Builder's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

28.3. Design Builder shall designate a responsible representative located on a full time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Design Builder's superintendent unless otherwise designated in writing by Design Builder to Owner.

28.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Design Builder, as well as those of all Design Builder's subconsultants and subcontractors and those of any other person or entity for whom Design Builder is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

28.5 Design Builder acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Design Builder shall comply with the following:

28.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

28.5.2 All Employees working at the Project site must log in and out with the Design Builder each day;

28.5.3 Design Builder shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's express prior written consent;

28.5.4 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the

dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.6 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

28.5.7 When requested, Design Builder shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

28.5.9 At all times, Design Builder shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

28.5.10 At all times while at the Project site, all Employees shall refrain from any abusive or offensive language and shall refrain from the harassment of any Owner employee, agent or invitee on the Project site.

29. PROJECT MEETINGS.

Prior to the commencement of any Work, the Design Builder shall attend a conference with the Project Manager and others as appropriate to discuss the Master Project Schedule, procedures for handling design documents, shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design Builder shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by the Project Manager. The Design Builder shall have its subconsultants, subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

30. MAINTENANCE OF TRAFFIC POLICY

For all projects that are conducted within a Pinellas County Right-of-Way, the Design Builder shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation Design Standards (DS), where applicable on state roadways. These projects shall also comply with Pinellas County's Maintenance of Traffic Policy, incorporated herein by reference. Copies are available through Owner's Risk Management and/or Purchasing Departments

The Design Builder will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included within the Lump Sum

Agreement.

If MOT is required, MOT is to be provided beginning with the Phase 2 Commencement Date.

31. SUBCONTRACTS

31.1 As the design is being developed by or for Design Builder, Design Builder shall review the design and shall determine how it desires to divide the sequence of construction activities. Design Builder will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner for its review and approval prior to submitting its Lump Sum Price proposal. Design Builder shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

31.2 A Subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Design Builder, including any of the required design services. Design Builder shall be solely responsible for and have control over the Subcontractors. Design Builder shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and shall review the costs of those proposals and advise Owner of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must possess all licenses required by state or local law and must be "qualified," meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

31.3 When Design Builder submits its Lump Sum Price proposal to Owner, Design Builder shall identify all Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project. All Subcontractors must be approved by Owner prior to Design Builder entering into any subcontract or purchase order with them and prior to any Subcontractor commencing any work on the Project. The list identifying Subcontractors shall be attached as an Attachment to the Lump Sum Price proposal and cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Design Builder must be approved in writing by Owner in its sole discretion prior to commencement of such work. As additional Subcontractors may be approved by Owner after the Lump Sum Amendment is executed, Design Builder shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

31.4 Design Builder shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Design Builder shall not be required to contract with anyone to whom it reasonably objects. Design Builder shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Design Builder and its Subcontractors shall be in writing and are subject to Owner's approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Design Builder to the same extent Design Builder is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the

subcontract or purchase order from Design Builder to Owner at the election of Owner upon termination of Design Builder, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman's compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Design Builder shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

31.5 All Subcontractors providing any construction services must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in its subcontract or purchase order. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its portion of the Work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

31.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

31.6.1 That the Subcontractor's exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or attributable to Owner and including claims based on breach of contract or negligence, shall be an extension of its contract time.

31.6.2 In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

31.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation. Further, Design Builder shall require all Subcontractors to similarly incorporate the terms of this Section 31.6 into their sub-subcontracts and purchase orders.

31.7 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Design Builder within the time and in the manner in which Design Builder must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

32. DESIGN BUILDER RESPONSIBILITIES

Design Builder shall provide the following review and commentary services, in addition to any other Work required by the terms of this Contract:

32.1 Allowances. The Lump Sum Price may include Allowances with respect to the Work, as established in the Lump Sum Amendment. Design Builder may expend Allowance money only with the express prior written approval of Owner. Whenever Owner approved Allowance expenditures are more or less than the applicable Allowance, the Lump Sum Price shall be adjusted accordingly by Change Order.

32.2 Responsibility for Work. Notwithstanding any requirements herein for Owner's review, inspection, consent or approval, the parties acknowledge and agree that Design Builder shall be solely responsible and liable for the proper performance of the Work as provided for herein.

32.3 Notices and Compliance with Law. Design Builder shall be responsible for giving all notices and for complying with all laws, ordinances, rules, regulations and lawful orders of any public authorities having jurisdiction over the particular portion of the Project with respect to the performance of the subject Work. The Master Project Schedule for the subject Work and the Lump Sum Price associated therewith shall be based upon the laws, ordinances and regulations which are then in effect on the date the Lump Sum Amendment is executed. Any changes in laws, ordinances or regulations thereafter that require additional work outside Design Builder's established scope shall be the subject of a Change Order as provided in section 14.1 of these General Terms and Conditions.

32.4 Indemnification for Infringement. Design Builder shall pay all royalty and license fees required for the design and construction of any portion of the Project assigned to it. To the maximum extent permitted by law, Design Builder shall defend any and all suits or claims for infringement of patent rights and shall indemnify and save Owner harmless from all loss or expense on account thereof (including attorneys' and paralegals' fees).

32.5 Review, Recommendations and Warranty: Design Builder shall familiarize itself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications being prepared by its Design Professionals and shall follow the development of the Project design through all required design sub-phases in Phase 1. Design Builder shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. Design Builder shall furnish pertinent information as to the availability of materials and labor that will be required. Design Builder shall submit to Owner such comments as may be appropriate concerning construction feasibility and practicality. Design Builder shall call to Owner's attention any defects in the design, drawings and specifications or other documents of which it is aware. Design Builder shall prepare estimates of the construction cost utilizing the unit quantity survey method in the CSI format. These estimates shall be performed at the completion of the Program Verification Phase and shall be called the Program Estimate, followed by a Schematic Design Estimate, which shall be followed by the Design Development Estimate, which shall be followed by a 50% Construction Document Estimate, which shall be followed by the setting of the Lump Sum Price.

32.6 Review Reports: Within ten (10) days after receiving the documents produced by its Design Professionals, Design Builder shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 34.5 above and on factors set out in Paragraphs 34.7 and 34.8 below. Within the same ten (10) day period, Design Builder shall submit to Owner a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Design Builder may deem appropriate, and all

actions taken by Design Builder with respect to same, any comments Design Builder may deem to be appropriate with respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

32.7 AT THE TIME THE LUMP SUM PRICE IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE LUMP SUM AMENDMENT, THE DESIGN BUILDER SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE FOR THE CONTRACT AMOUNT. FURTHER, THE DESIGN BUILDER SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSTRUCTABLE WITHIN THE CONTRACT TIME, AND THAT NO ADDITIONAL SITE INVESTIGATION IS NECESSARY OR DESIRED BY DESIGN BUILDER.

32.8 Long Lead Procurement: Design Builder shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with the Project Manager concerning same. When each item is identified, Design Builder shall notify the subcontractors and Owner of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Design Builder shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise Owner of any problems or possible delays in delivery.

32.9 Interfacing:

32.9.1 Design Builder shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to the other separate subcontractors.

32.9.2 Design Builder shall include in the reports required under Paragraph 32.6 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Builder may arrange for necessary corrections.

33. OWNER'S RESPONSIBILITIES

33.1 Design Criteria Package. Owner has provided Design Builder with the Design Criteria Package and will provide responses or clarification within a reasonable period of time to Design Builder's inquiries with respect to the Design Criteria Package.

33.2 Owner's Representative. Owner designates Mark Pistillo, as Project Manager who shall be fully acquainted with the scope of the Work and authorized to act on Owner's behalf with respect to Design Builder's services for the Project. Provided, however, that Project Manager is not authorized to issue any orders or instructions to Design Builder that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the: (1) scope of services to be provided and performed by Design Builder hereunder; (2) the

time Design Builder is obligated to commence and complete all such services; or (3) the amount of compensation Owner is obligated or committed to pay Design Builder. As set forth herein, Project Manager shall review and make appropriate recommendations on all requests submitted by Design Builder for payment for services and work provided and performed in accordance with this Agreement.

34. MARKET ANALYSIS AND SOLICITATION OF BIDS

34.1 The purpose of this Paragraph is to insure that Design Builder makes a genuine effort to stimulate subcontractor interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. Further, Design Builder shall notify Owner of the date, time and place of all bid openings and Owner shall have the right to attend any and all such bid openings. All bid openings shall be conducted in Pinellas County, Florida. Finally, Design Builder shall develop in writing subcontract bidding procedures for Owner's review and approval. Once those procedures have been approved by Owner, Design Builder shall not deviate from such procedures without obtaining Owner's prior written consent.

34.1.1 Design Builder shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work; Design Builder shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.

34.1.2 Within thirty (30) days after execution of this Contract, Design Builder shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, Design Builder shall submit to Owner a list of potential bidders for its review and approval. Design Builder shall be responsible for promoting and encouraging bid competition.

34.1.3 Design Builder shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

34.2 Design Builder shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities. All such invitations for bids and bid packages shall be submitted to Owner for its review and approval prior to distribution to bidders.

34.2.1 Except as hereafter provided in Paragraph 34.3, all subcontracts are to be awarded to the lowest responsive and responsible bidder.

34.2.2 Design Builder shall procure the lump sum price through a competitive bid process. Design Builder shall obtain at least three bids, wherever possible, and shall provide

all associated documentation to Owner within a reasonable time after receipt of Owner's written request.

34.3 Notwithstanding the provision above requiring award of subcontracts to the lowest responsive and responsible bidder, Design Builder may award a subcontract to someone other than the lowest responsive and responsible bidder provided Design Builder has first received Owner's express written consent to such award. Owner's consent to any such award will be at Owner's sole discretion. Whenever Design Builder wishes to award a subcontract to someone who is not the lowest responsive and responsible bidder, Design Builder must notify Owner in writing, setting out in detail the reasons and justifications for the suggested award.

34.4 To the extent that Design Builder desires to self perform any portion of the Work, Design Builder shall obtain Owner's written approval and at least three (3) written sealed bids from subcontractors not affiliated with Design Builder.

35. SECURING AGREEMENT.

35.1 Design Builder warrants that Design Builder has not employed or retained any company or person, other than a bona fide employee working solely for Design Builder, to solicit or secure this Contract and that Design Builder has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Design Builder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Design Builder shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit R. The Design Builder's compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

36. PUBLIC ENTITY CRIMES.

36.1 By its execution of this Agreement, Design Builder acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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

37. PUBLIC RECORDS.

37.1 Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

EXHIBIT I
SUPPLEMENTAL TERMS AND CONDITIONS

The following Supplemental Terms and Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Exhibit H.

A. Reports

1. Monthly Summary Reports:

1.1 The Design Builder shall prepare monthly written reports as described hereunder. All reports shall be in 8 1/2" x 11" format.

1.2 The Reports shall include the following:

1.2.1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

1.2.2. A Monthly Scheduling Report summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub-schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

1.2.3. A Monthly Design and Construction Progress Report during the Phase 1 and Phase 2 summarizing the Work of the various subconsultants and subcontractors. Once construction at the site commences, this report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.

1.3. The Reports outlined in subparagraphs 1.2.1 through 1.2.3 above shall be bound with applicable computer schedule reports and submitted monthly during Phase 1 and Phase 2 and shall be current through the end of the preceding month. Copies shall be delivered to the Owner. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the Project.

2. Schedule Control Subsystem.

2.1. Master Project Schedule: Prior to the submittal of its first Application for Payment, the Design Builder shall submit to the Owner for its review and approval a Master Project Schedule covering the planning and design approvals, construction, and Owner occupancy of the Project. This

schedule shall conform to the format outlined in Paragraph 3.4 below. This schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by the Design Builder throughout the Project. Within fifteen (15) calendar days of the Design Builder's submittal, the Owner shall review the schedule and provide the Design Builder a written list of corrections needed to approve the schedule. The Design Builder must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of Owner's comments. If the schedule is not approved within said thirty (30) calendar days, the Owner will withhold all Contract payments until the schedule is approved. The acceptance of the schedule by the Owner in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Design Builder is and shall remain solely responsible for the planning and execution of all Work in order to meet Project milestones or Contract completion dates.

- 2.2. Construction Schedule: The Design Builder shall prepare and submit to the Owner, for its review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 2.3 below. The approved Construction Schedule shall be attached to the Lump Sum Amendment. The Construction Schedule shall be integrated into the Master Project Schedule.

2.2.1. Following development and approval of the Construction Schedule as aforesaid, the Design Builder shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to the Owner in duplicate. No additional compensation will be due the Design Builder for making such updates. Failure of the Design Builder to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Owner to find the Design Builder in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to the Design Builder until a schedule or schedule update acceptable to the Owner is submitted.

- 2.3. Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time

- 2.4. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, the Owner may require that a recovery schedule for completion of the remaining Work be

submitted. The Recovery Schedule must be submitted within seven (7) calendar days of the Owner's request. The Recovery Schedule shall describe in detail the Design Builder's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.

2.5. Change Orders: When a Change Order is proposed, the Design Builder must identify all logic changes as a result of the Change Order. The Design Builder shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Design Builder will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to the Design Builder's work. No separate payment will be made.

B. Notwithstanding anything contained within Exhibit H, Sections 2.1 through 2.3 to the contrary, Design Builder may rely upon the following surveys provided by Owner collectively referred to as "Owner Surveys". :

To the extent that Design Builder encounters errors or omissions in the Owner Surveys that directly result in a claim for additional Contract Time or an increase to the Lump Sum Price, then Design Builder shall be entitled to make a claim for additional Contract Time as well as any actual direct out of pocket field expenses incurred by Design Builder that are directly related and solely attributable to errors or omissions in the Owner Surveys. Design Builder shall notify the Owner in writing within forty-eight (48) hours of its discovery of any error or omission, stating the specific error or omission identified and the probable effect on additional cost or additional time; otherwise, Design Builder shall be deemed to have waived any right for such Claim.

C. Exhibit H, Section 9.3 is hereby amended by adding the following language to the end of the paragraph.

Notwithstanding the foregoing, if the Work is delayed solely due to the fault or neglect of Owner or anyone for whom the Owner is liable, and such delays have a cumulative total of more than seven (7) calendar days, Design Builder may make a claim for its actual and direct delay damages accruing after said seven (7) calendar days. Provided, however, Construction Contractor expressly acknowledges and agrees that its actual and direct delay damages shall not exceed \$2000.00 per calendar day. In no event shall Owner be liable to Construction Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever. Further, delay in issuance of building permits shall not be deemed to be the fault or neglect of Owner or anyone for whom Owner is liable.

- D. Exhibit H, Section 10.4 is hereby deleted and replaced with the following:

In the event a requested change is approved by Owner which results in either an increase or decrease to the Lump Sum Price, a Change Order shall be issued which increases or decreases the Lump Sum Price by the amount of Design Builder's actual and reasonable direct increased cost for such change work (self-performed) plus a maximum ten percent (10%) markup for Design Builder's overhead and profit. In the event such change work is performed by a subconsultant or subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subconsultants', subcontractors', sub-subconsultants' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted plus a markup of 5% for the Design Builder's overhead and profit. In both cases, applicable bond and insurance costs will be added to the markups. Design Builder shall not be entitled to any mark-up for Change Order work, unless the Change Order is an Owner requested Change and the total Change Orders to date have caused the original Lump Sum Price to be increased by more than Two Hundred Fifty Thousand Dollars (\$250,000.00). All compensation due Contractor, Sub-consultant or Subcontractor for field and home office overhead is included in the markups noted above.

- E. Exhibit H is amended by including a new section numbered 17.3, as follows:

Notwithstanding anything to the contrary herein, it is anticipated that the SWFWMD Permit may be obtained during Phase 1. In such case, Owner shall reimburse Design Builder for the cost of this permit on the following payment application and this will be incorporated into a Change Order reflecting an increase in the Phase 1 Fee.

- F. Exhibit H, Section 30 is hereby deleted and replaced with the following:

All costs associated with the Maintenance of Traffic shall be included within the Lump Sum Price.

If MOT is required, MOT is to be provided beginning with the Phase 2 Commencement Date.

EXHIBIT J

Design Criteria Package

EXHIBIT J



**Pinellas County
Health Facility**
14790 – 49th Street North, Clearwater, FL

DESIGN CRITERIA PACKAGE

RFP: 123-0276-NC

March 8, 2013

**PINELLAS COUNTY HEALTH FACILITY
DESIGN CRITERIA PACKAGE
March 8, 2013**

JURISDICTIONAL AUTHORITIES

- The Design/Build Team shall be responsible for reviewing the Project with all authorities having jurisdiction and for obtaining all required approvals and permits.
- Authorities having jurisdiction over the Project include, but are not limited to, the following:
 - Southwest Florida Water Management District (SWFWMD)
 - Pinellas County Building Development Review Services Department (BDRS)
 - Pinellas Park Fire Marshall
 - City of Largo sewer
 - Pinellas County water
 - Florida Department of Transportation (FDOT)

JURISDICTIONAL CODES

The Design/Build Team shall design and construct the new health care facility in accordance with the latest edition of the following codes:

- ADA Title III (28 CFR Part 36), Latest Edition
- ASHRAE Handbook, Latest Edition
- NFPA 10 – Standard for Portable Fire Extinguishers
- NFPA 70 – National Electrical Code
- NFPA 72 – National Fire Alarm Code
- NFPA 90A – Standard for the Installation of Air Conditioning and Ventilating Systems
- NFPA 101, Life Safety Code, and Chapter 32 for Additional Standards
- NFPA 101A – Guide on Alternative Approaches to Life Safety
- NFPA 101B – Standard on Means of Egress for Buildings and Structures
- NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations
- NFPA 703 – Standard for Fire Retardant-treated Wood and Fire Retardant Coatings for Building Materials
- Florida Building Code (FBC)
- FBC Existing Building Code
- FBC Mechanical Code
- FBC Plumbing Code
- Florida Fire Prevention Code (reference F.A.C. Chapter 69A-60)
- UL, Inc. Fire Resistance Directory – Latest Edition
- UL, Inc. Building Materials Directory – Latest Edition

PROJECT NARRATIVE

The selected Design/Build (DB) Team will complete the programming, design, permit, and construct a health care facility to be located at 14790 – 49th Street North, Clearwater in the present paved surface parking area immediately east of the existing Pinellas Safe Harbor facility.

Following meetings and interviews with the appropriate users and authorities and after thorough research, the DB team shall prepare a complete program incorporating all project requirements identified during the process. Once the County has approved the program, the DB team shall proceed with design and construction documents, obtaining County approval at the end of each phase. Also, at each stage of development, the DB team shall assure the project design is within the established total budget to be established from within the Health Resources and Services Administration capital grant requirements. Once 50% complete construction documents have been developed, the DB team shall prepare a firm stipulated sum for construction through a structured subcontractor bidding process with qualified subcontractors confirming that the project falls within the established budget.

PROJECT SCOPE

- Identify, confirm, and comply with all jurisdictional authorities involved in permitting site development and building construction.
- Design and construct the facility in a manner that would be able to achieve LEED certification (certified level).
- In designing the health care facility, include complete research to determine the scope of permits required from all pertinent jurisdictional authorities. Include in Phase 1 all work, applications, fees, etc. required to procure all permits applicable for construction.
- Develop full Auto CAD documents and provide the Owner with complete electronic and hard copy documents at the end of construction including as-built documents.
- Research, design, and submit options in Phase 1 for both interior and exterior lighting around the facility including options for occupancy lighting, LED lighting, and/or magnetic ballasts.
- Develop a construction phasing plan including a parking plan for use during construction.
- Research, assess, and propose alternative locations (i.e. over on site retention, etc.) for the parking facility.
- **Existing Site**
 - A copy of a boundary survey is attached for general reference.
 - A conceptual site plan is attached showing the approximate proposed location of the facility immediately east of the Pinellas Safe Harbor Shelter.
 - Research, identify, locate, demolish, and remove all existing site and underground structures and services as required to prepare for the new health care facility.
 - Research and design a construction sequence including locating contractor facilities and staging on site. The plan shall include maintenance of traffic patterns to and across the site. Pedestrian and vehicle access to Safe Harbor will be maintained without interruption throughout the course of construction.
 - Check all jurisdictional requirements and plan all adjustments required to existing landscaping, setbacks, retention, green space, pedestrian and vehicular traffic patterns, and lighting.

RFP" 123-0276-NC

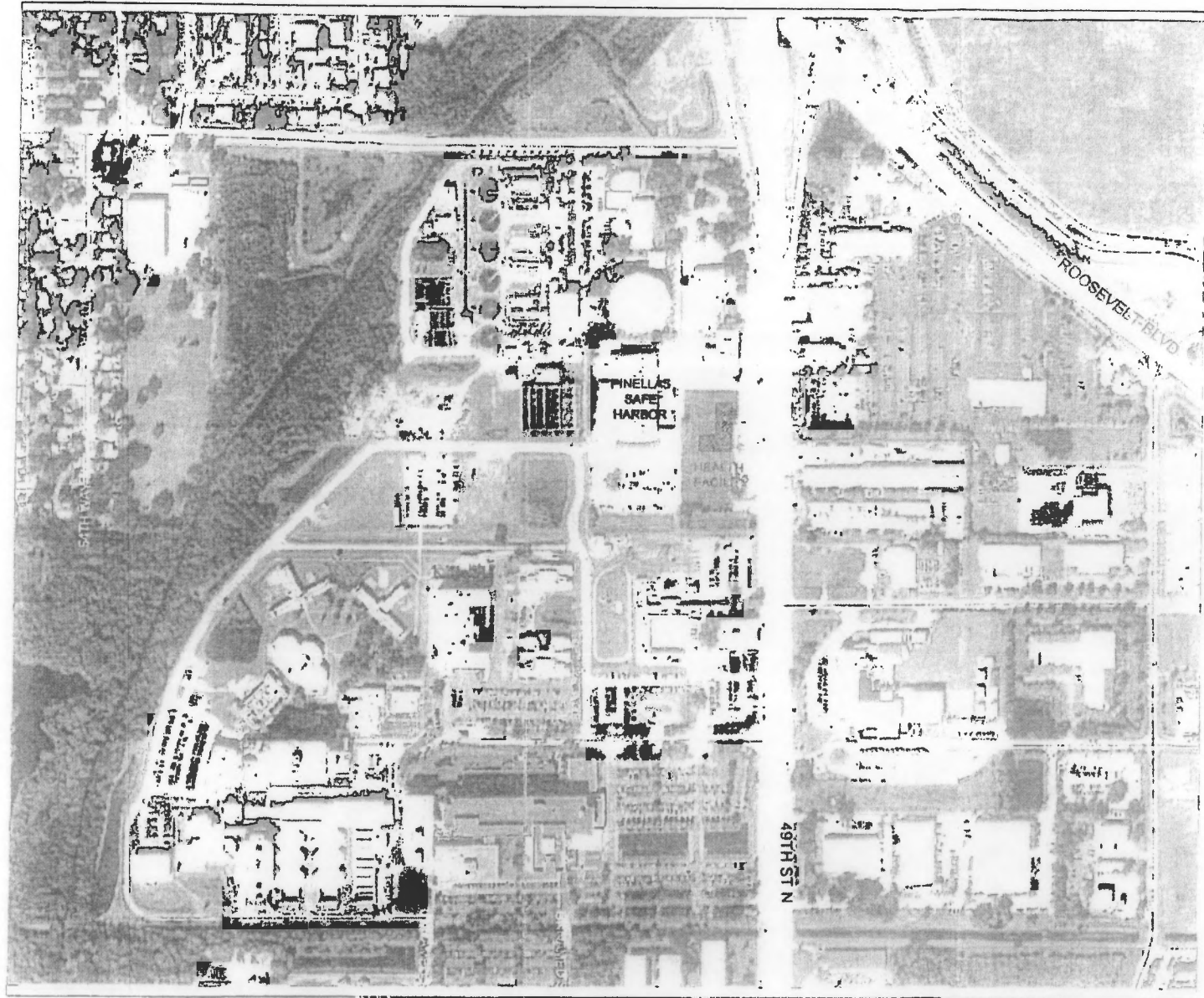
• New Facilities

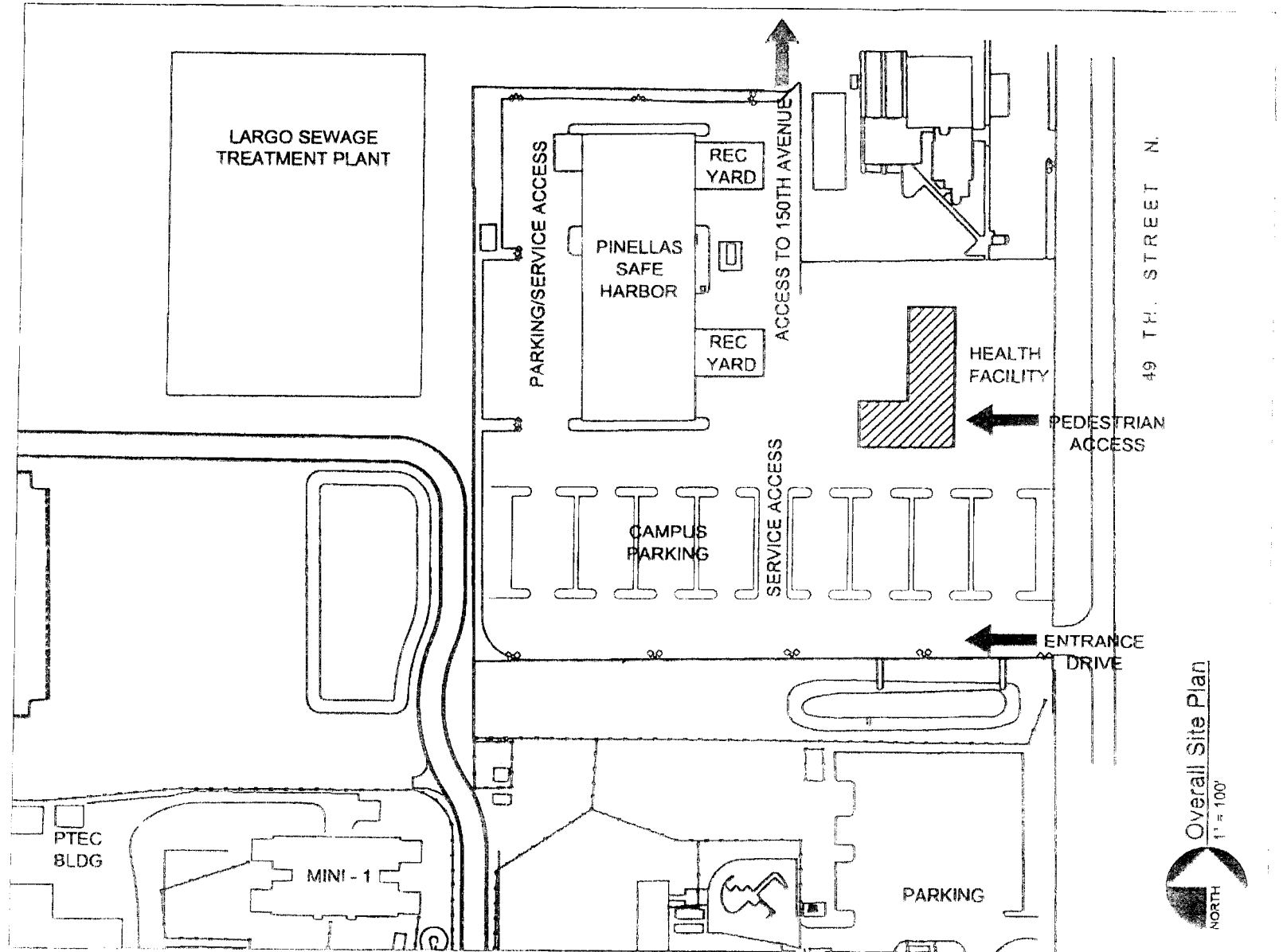
- o Design and construct a new health care facility on the site in accordance with all applicable codes.
- o The facility shall be designed to meet minimal jurisdictional code requirements for wind resistance.
- o The DB team shall present the Owner with three substantially different schematic design options for their consideration.
- o Based on the DB team's proposal and assessment of different structural systems (i.e. precast, cast in place, concrete block/concrete, etc.) to be employed on the facility, the County shall make a determination as to which direction to proceed.
- o Provide an elevator in the new facility.

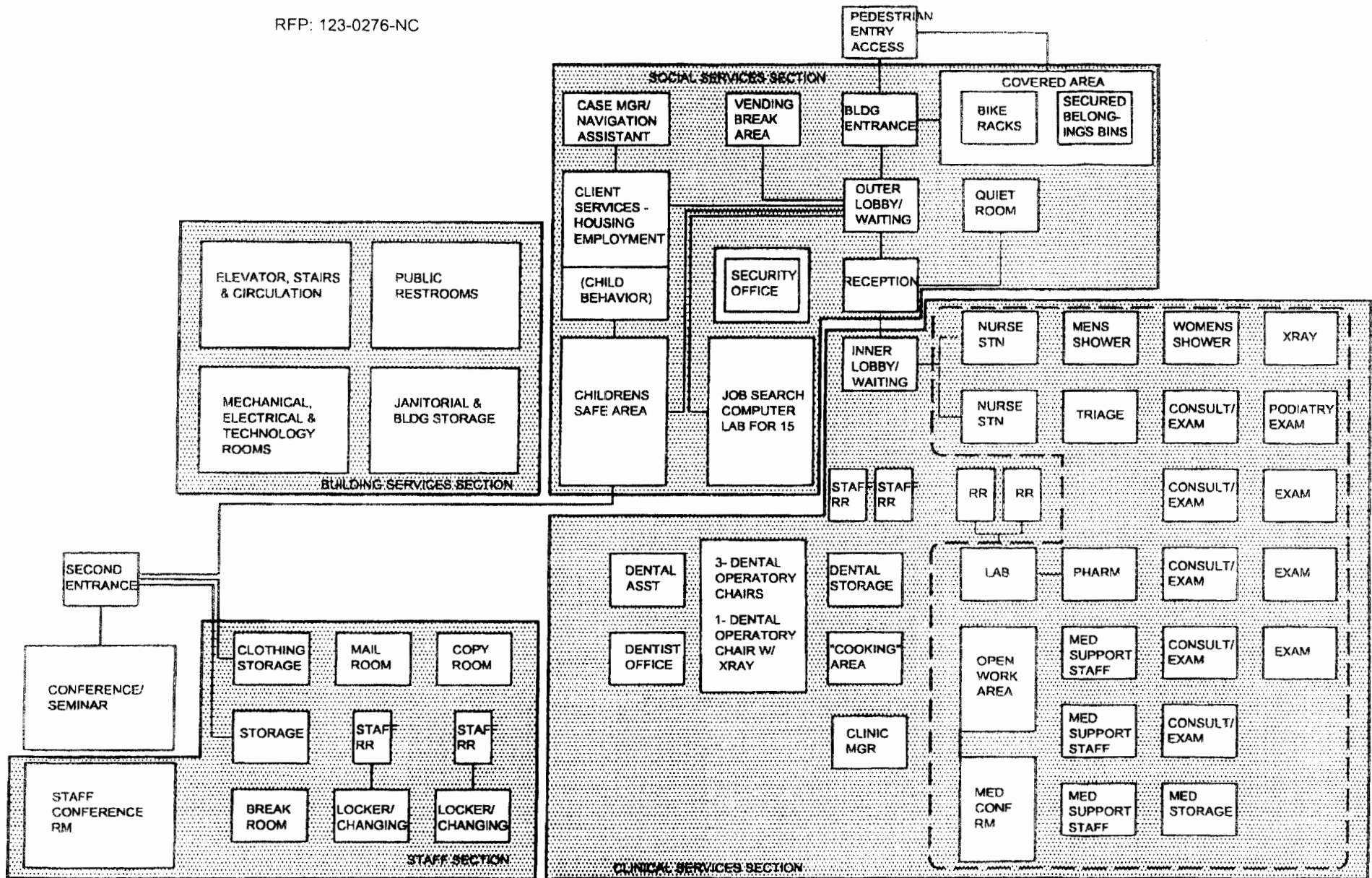
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ATTACHMENTS

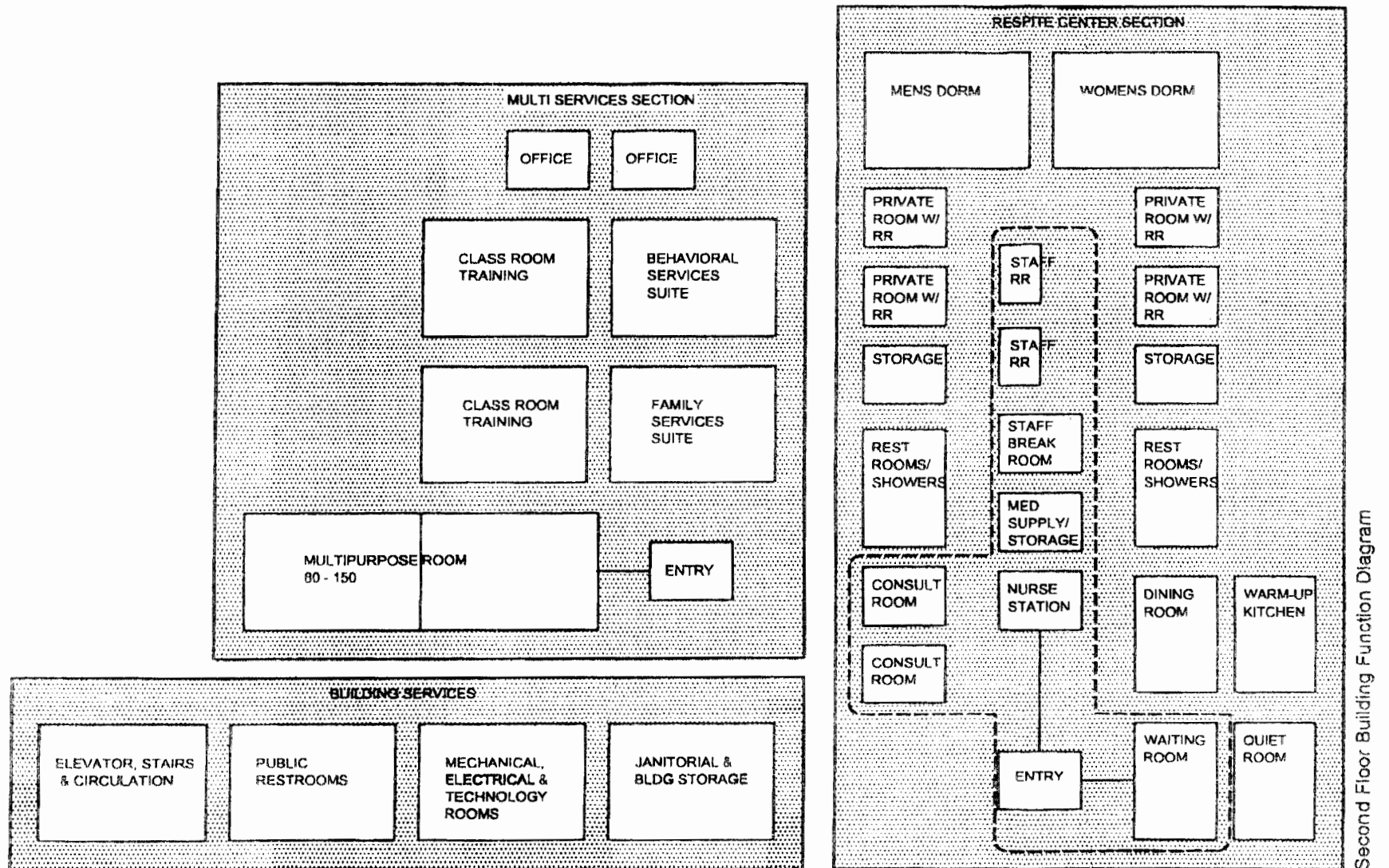
- Site Aerial
- Overall Site Plan
- First Floor Building Function Diagram
- Second Floor Building Function Diagram
- Executive Summary - Pinellas County Health Campus Operating Plan
- Site Plan and Exterior Renderings by Fleischman-Garcia
- Topographic & Boundary Survey, sheets 4 of 12 thru 7 of 12







First Floor Building Function Diagram



Second Floor Building Function Diagram

Executive Summary

On May 1, 2012, the Department of Health and Human Services was awarded a \$5 million Health Resources and Services Administration capital grant to construct a facility that would increase access to health care for those most in need in Pinellas County. The new facility will be an extension of the County's Mobile Medical Unit; a Federally Qualified Health Center that currently serves the homeless population at 12 locations countywide. This free standing clinic will provide homeless families with children much needed access to health care and social support services.

The Department first requested permission to apply for the capital grant in November 2011. At the time, the Board of County Commissioners approved the application, but requested an Operating Plan that would not only detail the services to be provided at the clinic, but the on-going funding that would be required to sustain the clinic in the out-years. This Operating Plan is structured around the Department's five focus areas, which the Board approved in January 2012:

- Re-organize the Department to increase service delivery
- Help create a system-wide approach to reduce homelessness
- Strengthen community partnerships
- Improve the health care delivery system
- Enhance our technological capabilities

These focus areas are a complement to the Board's strategic direction, which instructed county departments to:

- Establish, define, and focus on a core set of services
- Maximize and improve the service delivery of core services
- Improve the efficiency of operations
- Increase community partnerships through leadership and improved communication
- Create a High Performance Workforce

Over the past fiscal year, the Department of Health and Human Services has worked to streamline our core services, improve our delivery system, enhance our technology, and work with partners to achieve measurable outcomes. With the Board's approval of our Department mission and focus areas, they reconfirmed their commitment to increasing access to quality healthcare, improving the lives of low-income and high-risk individuals and reducing disparities in target communities.

According to the National Alliance to End Homelessness, the Tampa-St. Petersburg metropolitan area has the highest rate of homelessness in the nation – 57 homeless for every 10,000 individuals. The economic recession has resulted in a loss of affordable housing and long-term employment. Families with children are the new face of homelessness, with one in every five homeless individuals being a child.

Pinellas County has more service providers than most communities, but there are very few formal forms of connectivity among providers. Service providers need a formal, direct and strategic connectivity and must share the same vision, policies, procedures, and desired outcomes in order to best address the various needs of homeless individuals – especially homeless families with children.

Another highlighted concern is the rising cost of healthcare for the homeless. The most common health problems among homeless individuals are depression, physical disabilities, chronic disease complications,

behavioral health and substance abuse. Inadequate living conditions, lack of access to quality healthcare and poor continuity of care further exacerbate those conditions. Despite Pinellas County's Mobile Medical Unit, which is able to see 2,500 homeless individuals a year at 12 locations throughout the county, it lacks a dedicated and coordinated medical and social services center that provides wrap-around services specifically tailored to homeless families with children. The \$5 million capital grant will finance the construction of a new health clinic at 14790 49th Street North - a mid county location that is easily accessible by the homeless population. This stationary medical clinic will be an extension of the Mobile Medical Unit, a Federally Qualified Health Center for the homeless. The new health clinic - the Pinellas County Health Campus - will serve as a patient-centered medical home that uniquely serves the needs of homeless individuals.

To assist with the operation of the new health clinic, the Department worked with 24 partner agencies to create a continuum of care that provided extensive and coordinated services for homeless families with children at no additional cost to the County. Of these agencies - which include community providers, municipalities, and other county departments - 16 service providers created the Operating Board of Directors to design and plan the operations of the clinic, identify resource needs, develop performance outcomes, and coordinate care. In order to properly address the multiple, simultaneous issues that are necessary to design, build, and operate the clinic within the guidelines of the federal grant, the Operating Board of Directors formed five workgroups to determine the appropriate levels of care, design the administrative and service delivery workflow processes, integrate disparate technology systems, provide for seamless data management and billing, develop performance measures, develop clients' rights and responsibilities, develop a name and logo for the clinic, and work with the Department of Health and Human Services to secure additional funding sources as needed. The Operating Board of Directors is essential to the success and sustainability of the health clinic, as each partner will provide services to clients without additional county funding.

The Pinellas County Health Collaborative - a Commission approved Department initiative to improve our health care delivery system - is a family-focused continuum that allows for integrated care, expanded capacity, improved services, and financial efficiencies. The new health clinic will be modeled around the principles of the Health Collaborative. In-house services at the health clinic will include integrated primary care, preventive care and behavioral health services. Primary care will include three specialty services: women's gynecological care, pediatric services for children provided through a partnership with All-Children's Hospital and the Juvenile Welfare Board, and podiatry services for adults. Other services available on-site will include substance abuse treatment, dental care, pharmacy, and disease case management, including health education. Non-medical services will be coordinated through case managers and include referrals to services such as financial assistance, housing assistance, employment assistance as well as referrals to community partners outside of the clinic. The second floor of the clinic will be a dedicated medical respite facility where individuals being released from the hospital can recover in a clean, safe environment. The respite facility will be open 24 hours a day and staffed by our hospital and medical partners.

The integration and use of technology is crucial to the coordinated operations of the health clinic for it is the only way to streamline service delivery, manage client data, reduce duplications, and improve efficiency of operations. The health clinic will use three existing systems to achieve this: CHEDAS, the Tampa Bay Information Network (TBIN), and One-E-App. CHEDAS, a Commission-approved technology system maintained by the Department of Health and Human Services, will serve as the main connector of disparate

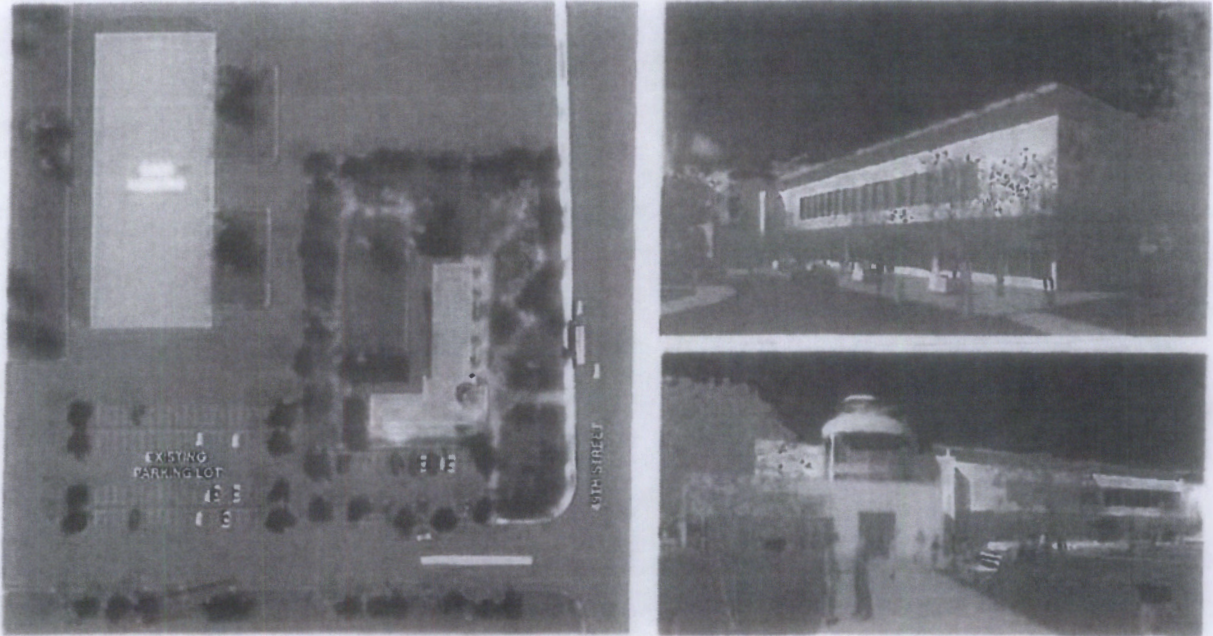
systems. CHEDAS is comprised of three databases: CareScope, NextGen, and SLG. CareScope is a service records database that allows for service enrollment, case management, and provider management and includes a community portal where clients can apply for services and providers can access and update client information electronically. NextGen is a medical records database that allows for shareable Electronic Health Records. SLG is a financial records database that allows for the electronic payment of all services. In addition to the three CHEDAS databases, the Board also approved the use of the Advance Reporting Tool which will allow the Department of Health and Human Services to monitor and report on the performance outcomes of our services. The Tampa Bay Information Network (TBIN) is a collaborative program designed to foster communication among human service providers, track trends in service delivery and provide an unduplicated count of individuals accessing services. TBIN also allows for client enrollment in programs and maintains a list of 5,000 community resources for homeless individuals, including emergency, transitional, and permanent supportive housing, including current program occupancies. Finally, One E-App is a web-based system designed to screen and enroll clients in multiple publicly funded programs, including local, state and federal programs. One E-App streamlines the screening and enrollment process and delivers data electronically to participating service providers. One E-App is an important link between TBIN, service providers, and CHEDAS.

The \$5 million capital grant will finance the construction of the health clinic and provide for limited equipment. On-going operational expenses will be absorbed by the Department of Health and Human Services, through efficiencies in our Pinellas County Health Program; the building maintenance cost is being requested from the county as an in-kind contribution. Partner service providers will deliver services within their own operating budgets and will bill Medicaid for reimbursement when appropriate. When fully operational, this clinic will be the Department of Health and Human Services first fully integrated medical home and a Federally Qualified Health Center approved to serve the homeless population. The Department is currently seeking to expand its Federally Qualified Health Center designation to allow all of our medical homes to serve low-income populations and leverage our local resources. If our application is approved, expenses for low-income clients (both Medicaid and non-Medicaid eligible) will be able to be reimbursed by the federal government, allowing for the long-term sustainability of the program moving forward. The new health clinic will not only deliver one of the Department's approved initiatives and create the County's first integrated one-stop center, but will also provide much needed services for homeless families with children in need of support and assistance with transitioning back to employment and stable housing.

RFP: 123-0276-NC

The Department of Health and Human Services procured preliminary design services from an architectural firm to illustrate the proposed layout and feel of the health clinic. The initial schematics are included below:

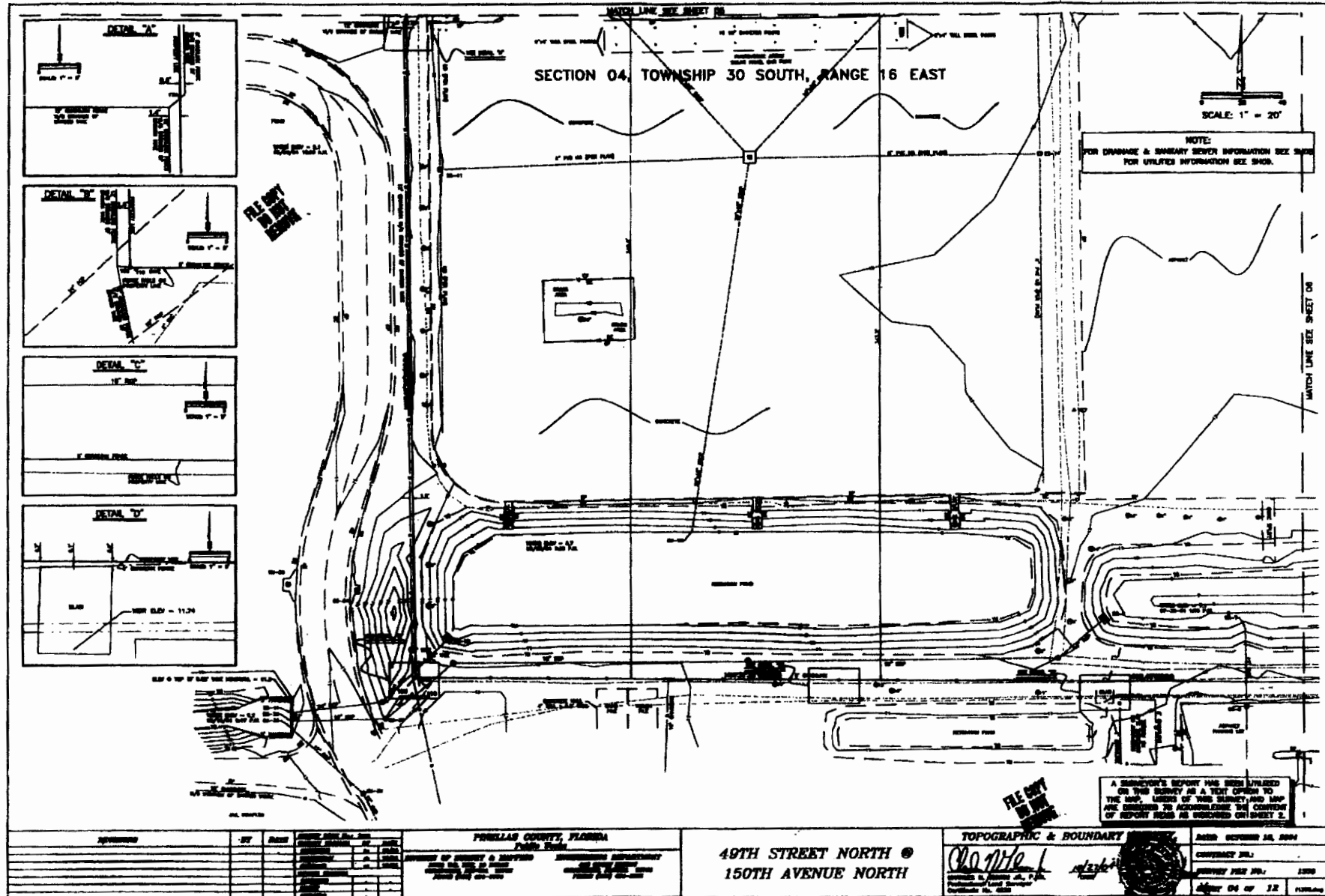
Initial Site Plan and Exterior Renderings

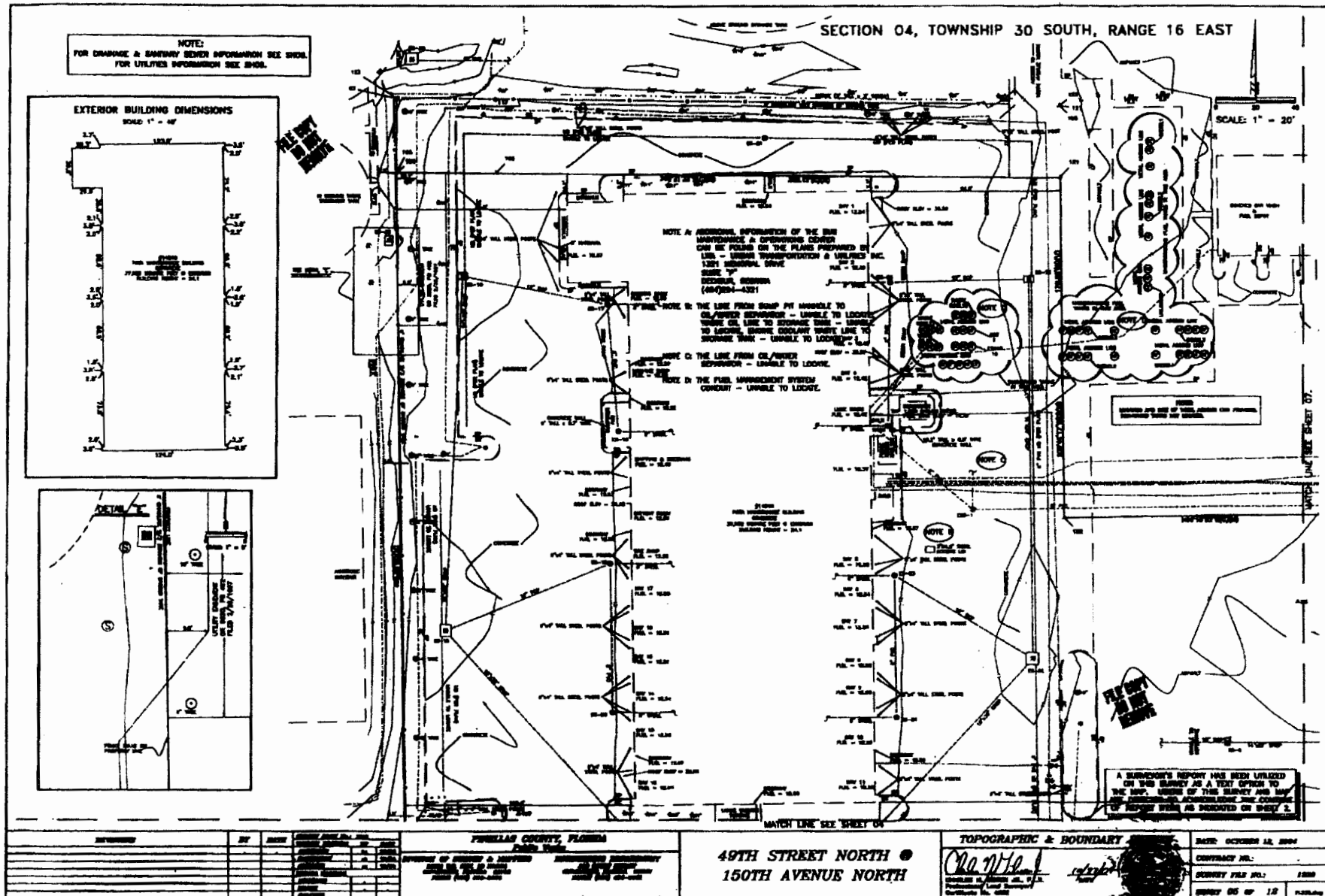


Rendering of the Building Exterior - Facing 49th Street North

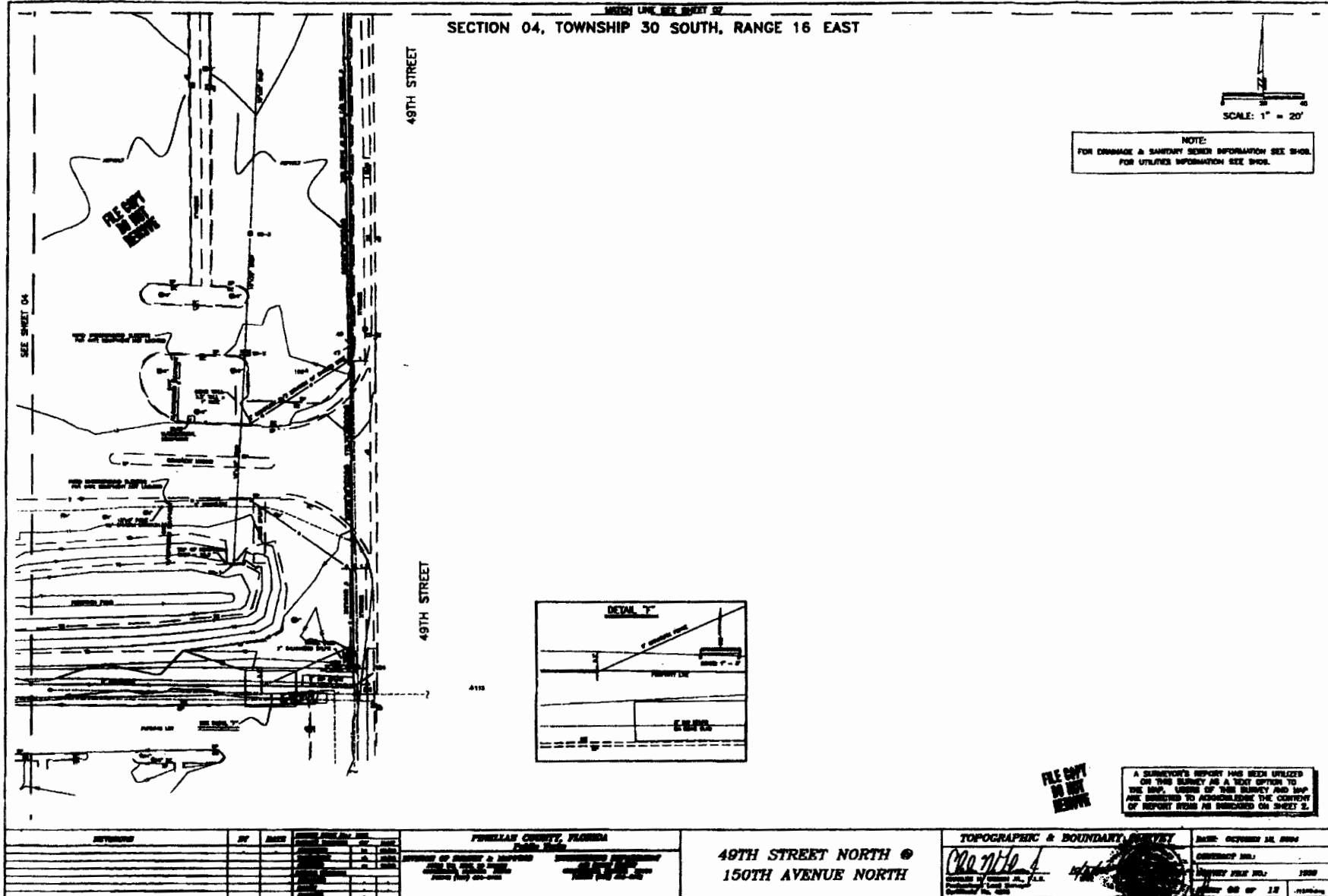


RFP: 123-0276-NC





RFP: 123-0276-NC



SECTION 04, TOWNSHIP 30 SOUTH, RANGE 16 EAST

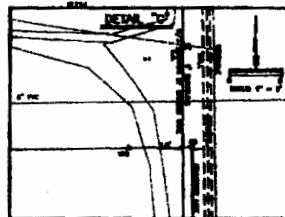
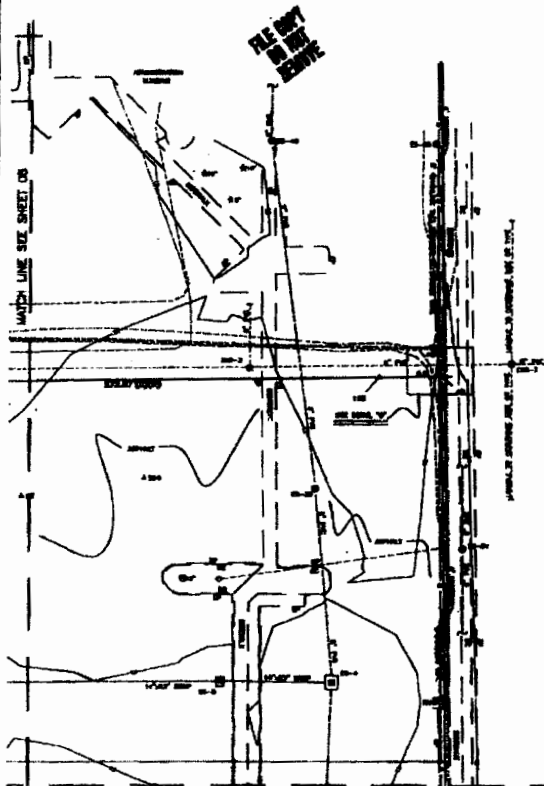


SCALE: 1" = 20'

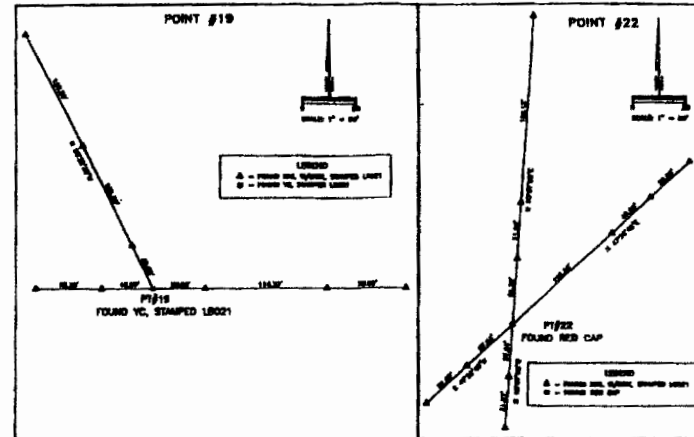
NOTE:
FOR DRAINAGE & SANITARY SEWER INFORMATION SEE SHOS.
FOR UTILITIES INFORMATION SEE SHOS.

49TH STREET

● 11



REFERENCES:



FILE COPY
DO NOT
REPLY

A SURVEYOR'S REPORT HAS BEEN UTILIZED ON THIS SURVEY AS A TEXT OPTION TO THE MAP. WORDS OF THIS SURVEY AND MAP ARE SUBJECT TO ACKNOWLEDGING THE CONTENT OF REPORT BEARS AS INDICATED ON SHEET 2.

[illegible]

PINELLAS COUNTY, FLORIDA
Public Code

OFFICE OF SECRETARY & DEPUTY SECRETARY
 400 ...
 ...

49TH STREET NORTH ●
150TH AVENUE NORTH

TOPOGRAPHIC & BOUNDARY

Re: NY 4
 GEORGE F. SMITH JR., P.L.
 Professor and Law Professor
 Columbia Co. 422

DATE OCTUBER 14 2004

CONTRACT NO. _____

UNIVERSITY OF CALIFORNIA

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EXHIBIT K

Permits

EXHIBIT L
PHASE 1 AND PHASE 2 PROJECT DESIGN MILESTONES AND DELIVERABLES

I. Phase 1
Project Design Milestones and Deliverables

Time Period	Project Phases
<p>March 10, 2014 to July 22, 2014</p>	<p>Pre-Design Phase</p> <ul style="list-style-type: none"> • Programming Design • User Group Meetings • Conceptual Design • Schematic Design • Bid, Award, Conduct Topographic Survey, Geo-Technical Survey and Environmental Study • Owner Review Meetings • Development of Project • Commence Re-zoning
<p>July 23, 2014 to October 9, 2014</p>	<p>Design Development Phase</p> <ul style="list-style-type: none"> • Design Development Documents • Complete Re-zoning • Develop Owner's FF&E List • Owner Review Meetings • Review, Approve Design Development Plans and Budget
<p>October 10, 2014 to March 5, 2015</p>	<p>Bidding and Permit Phase</p> <ul style="list-style-type: none"> • 50% Construction Documents • SWFWMD Permit Application & Process • Building Permit Application & Process • Bidding Process with Subcontractors and Suppliers • Refinement of the Project Schedule • Owner Review Meetings • Development of Lump Sum Price Proposal • Deliver Lump Sum Price Amendment • Approval of Lump Sum Price Amendment • Obtain SWFWMD Permit • Obtain Building Permit • Mobilization of Project Site • Award of Subcontracts and Purchase Orders

II. Phase 2

Project Design Milestones and Deliverables

III. DESIGN SERVICE REQUIREMENTS AS TO PHASE 1 AND PHASE 2

EXHIBIT M
Design Professionals



Pinellas County Health Facility

Design Professional, Engineers, & Contractors

Contractor:	Creative Contractors, Inc.	Clearwater, Florida 33755
Architect:	Mason Blau and Associates	Clearwater, Florida 33764
Civil Engineer:	George F. Young, Inc.	St. Petersburg, Florida 33701
Geotechnical:	Driggers Engineering Services	Clearwater, Florida 33762
Structural Engineer:	McCarthy and Associates, Inc.	Clearwater, Florida 33764
Mechanical Engineer:	Griner Engineering, Inc.	St. Petersburg, Florida 33713
Fire Protection Engineer:	Griner Engineering, Inc	St. Petersburg, Florida 33713
Electrical Engineer:	M. P. Spsychala & Associates	Oldsmar, Florida 34677
Interior Design:	MLE Designs, Inc.	Tampa, Florida 33901
Landscape Architect:	Terra Tectonics Design Group	Clearwater, Florida 33765

ARTICLE 2

LUMP SUM PRICE

2.1 The Lump Sum Price for the Work, as defined in Section 3B of the Agreement, is _____ Dollars (\$ _____).

2.2 Monthly installment payment of the Lump Sum Price shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.3 In order to efficiently and timely address certain Change Order situations that may arise during Phase 2, the parties have agreed to establish an Owner controlled contingency within the Lump Sum Price in the amount of _____ (\$ _____) ("Owner's Contingency"). The Design Builder acknowledges and agrees that any change work which is to be charged against the Owner's Contingency must be approved in advance in a Change Order or Construction Change Directive signed by _____. The Owner reserves the right, at its sole discretion, to withhold its consent on Owner's Contingency expenditures. Unused Owner's Contingency remaining at Substantial Completion will be deducted from the Lump Sum Price. Design Builder has no entitlement to any portion of any unused Owner's Contingency.

2.4 If the parties agree to establish Allowances within the Lump Sum Price, said Allowances items and amounts will be identified in Attachment 6. Design Builder shall not proceed with any portion of the Work associated with the aforesaid Allowances ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work.

2.5 Design Builder recognizes that this Contract includes work for trench excavation in excess of five feet deep. Design Builder acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Design Builder certifies that the required trench safety standards will be in effect during the period of construction of the Project and Design Builder agrees to comply with all such required trench safety standards.

2.5.1 The amount of _____ dollars (\$ _____) has been separately identified in Attachment 2, Schedule of Values, for the cost of compliance with the required trench safety standards; said amount is included within the Lump Sum Price.

ARTICLE 3

CONTRACT TIME

3.1 The Phase 2 Commencement Date for the Work is _____. The total period of time beginning with the Phase 2 Commencement Date through the date required for Substantial Completion of the Work is _____ days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS _____.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Design Builder's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from

Design Builder for each calendar day Design Builder fails to achieve Substantial Completion for the Designated Work within the Contract Time.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Design Builder agree that the terms of this Amendment shall prevail and control.

Owner

Design Builder

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment 1
List of Drawings, Specifications, and Addendums

(See Attached)

Attachment 2
Schedule of Values

(See Attached)

Attachment 3

Assumptions and Clarifications

(See Attached)

Attachment 4

Completion Schedule

(See Attached)

Attachment 5
List of Subcontractors and Major Suppliers

(See Attached)

Attachment 6
Phase 1 Allowances

Pinellas County Health Facility
Creative Contractors, Inc & Mason Blau Architects
PERMIT FEES / ALLOWANCES

Revised 1/21/14

		Value	Allowance	Up grades
1	A.) Pinellas County Building Permit Fees			
2	Building Permit	26,250.00		
3	Building Code Plan Review	8,750.00		
4	Building Permit Plan Review SURCHARGE	1,050.00		
5	Zoing Fee	66.00		
6	Fire Dept Review Pinellas County / Insp	1,326.00		
7	Fire Sprinkler Permit Review St. Petersburg	550.00		
8	Medical Gas Permit Fee	115.00		
9	Foundation Permit Early Release		3,140.00	
10	Habitat Permit 495 / acre	3,960.00		
11				
12	B.) Pinellas County Impact Fees			
13				
14	Domestic Impact Fee 2"	3,520.00		
15	2" Domestic Meter w/ tap & BFP	3,365.00		
16	Wastewater Impact Fee (6WC @ 350/per)	2,100.00		
17	Fire Line DDCVA	2,625.00		
18				
19				
20				
21	Transportation Impact Fee	Waived		
22	County R/W Permit	Waived		
23				
24	SWFWMP Modification	1,456.00		
25	FDEP Waste Water Application	250.00		
26	City of Largo Sewar application	500.00		
27	City of Largo Sewar Impact Fees for 1- 1/2"	18,360.00		
28	City of Largo Sewar Impact Fees for 2"			11,000.00
29	if Building demand is required			
30				
31	C.) Additional Services GFY			
32				
33	Addmendement for Land Use and RE-Zone		5,000.00	
34	Pinellas County Site Plan		4,500.00	
35	Permitting		6,700.00	
36	Re-zoing		3,500.00	
37	FAA Form 7460		4,700.00	
38				
39				
40	TOTAL Permitting Cost	74,243.00	27,540.00	11,000.00
41	Estimated Permit Costs (Range)	101,783.00		112,783.00

Attachment 6
Phase 2 Allowances

EXHIBIT O

SCOPE OF SERVICES

SCOPE OF PHASE 1 SERVICES

1. DESCRIPTION OF PROJECT:

- 1.1. This Project consists of the design and construction of a health care facility to be located at 14790 – 49th Street, Clearwater, FL that will provide in-house medical and dental care, social support services and accommodate a 24 hour/day medical respite facility to provide convalescent care.

2. PROGRAM VERIFICATION:

- 2.1. Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.
- 2.2. Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other technical materials and requirements prepared by or for Owner. Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria. Design-Builder shall continue at Owner's direction until a detailed Final Program has been completed and has been approved by the Owner.
- 2.3. Design Builder shall review the Owner's budget and any applicable cost estimates as compared to the Owner's Design Criteria Package and the Final Program. The Design Builder shall confirm in writing to the Owner whether the Project can be designed and successfully constructed within the limits of the Owner's budget and program constraints.
- 2.4. Design Builder shall submit a presentation of results of user interviews and building program update, including the following: description of building functions and unique activities

3. SCHEMATIC DESIGN:

- 3.1. Design-Builder shall prepare three (3) Preliminary Conceptual Design Plans. The Schematic Design Documents will be based upon the Final Program. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Owner shall have final approval of such revisions, and Design-Builder shall perform such revisions. Design-Builder shall meet with Owner during Schematic Design as often as required until a Final Schematic Design has been completed and has been approved by

the Owner. Design Builder shall certify that the Final Schematic Design totally complies with the Final Program except for such deviations that expressly have been brought to the Owner's attention and approved by Owner in writing. Design Builder shall prepare and include a statement with comments concerning constructability of the project and a cost estimate for construction in the Final Schematic Design.

- 3.2 Owner's acceptance of Schematic Design Documents in no way relieves Design Builder of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.
- 3.3. Design Builder shall work with the Project Manager and other users of the Project to meet design requirements and identify the areas within the facility design which offer the greatest potential for the elimination of unnecessary costs. The requirements of the Final Program shall not be eliminated as value engineering items, except with the Owner's express written approval.
- 3.4. Design Builder shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Schematic Design Documents. Design Builder shall be required to conduct at least one formal presentation at completion of this phase to demonstrate how Owner's previously submitted comments have been incorporated into the design documents.
- 3.5 All Schematic Design Documents prepared by or for Design Builder are subject to Owner's review and approval. At completion of the Schematic Phase 1, Design Builder shall submit the Schematic Design Documents to the Project Manager for review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner's Project Manager who will respond within 14 days of receipt. Design Builder shall revise the Schematic Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Design Development Phase.
- 3.6 As part of Phase 1 Services, Design Builder will be required to provide Owner with a cost estimate as part of the Schematic Design Documents, together with a written explanation for all variances between that cost estimate and Owner's approved Project budget. The cost estimate format shall be subject to Owner's approval and may require electronic submission of cost estimate information. If Design Builder's cost estimate or any other estimate prepared by or for Owner based upon the Schematic Design Documents indicate that costs will exceed Owner's approved Project budget, Design Builder shall revise the Schematic Design Documents to bring them within Owner's approved Project budget. Unless design changes are caused by the Owner, Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Schematic Design Documents to bring them within Owner's approved Project budget. Design Builder shall also provide Owner with an updated Project Schedule.

4. DESIGN DEVELOPMENT PHASE:

After Owner's review and approval of the Schematic Design Documents and issuance of Owner's written authorization to proceed, Design Builder shall commence the Design Development services and perform the following:

- 4.1. Design Builder shall prepare Design Development Documents based on the final Schematic Design as approved by the Owner in Section 3 hereof. Design Development Documents shall further develop Schematic Design to a level of definitiveness and detail to fix and describe the size and character of the various Project components and each Project discipline and system as may be appropriate for this state of development including long lead and special order materials and equipment, which will permit determination of whether the facility can be satisfactorily constructed in all task areas by all disciplines.
- 4.2 Design Builder shall continue developing the civil, architectural, structural, mechanical, electrical, security, plumbing, and other discipline's responsibilities to establish a final scope and details for that discipline's work.
- 4.3 Design Builder shall perform materials research and prepare specifications specific to project requirements in draft form.
- 4.4 Design Builder shall identify and properly coordinate the requirements of the various utility services that have an impact upon the project design. Drainage investigations and drainage designs shall be coordinated with storm water management district having jurisdiction on the site.
- 4.5 Design Builder shall evaluate alternative ideas in terms of their feasibility to construct, time, and cost. Design Builder shall work with the Owner's Project Manager and other users of the Project to meet design requirements and identify the areas within the facility design, which offer the greatest potential for the elimination of unnecessary costs.
- 4.6 The parties shall meet to discuss the Design Development Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Design Development as often as required until a final set of Design Development Document have been completed by Design Builder and approved by Owner. Design Builder shall prepare and include a statement with comments concerning constructability of the Project and a Project cost estimate, all based upon the final set of Owner approved Design Development documents.
- 4.7. Design Builder will develop selected alternative ideas in detail with emphasis on their technical durability, constructability and life cycle cost.
- 4.8 Design Builder's final Design Development Documents submittal and presentation shall include, but not be limited to, the requirements found in the Final Program, except to the extent such requirements have been expressly waived by Owner in writing. Design Builder shall certify that the final approval of Design Development Documents fully comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.
- 4.9 Design Builder shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Design Development Documents. Design Builder, may be required, to conduct at least one presentation at completion of this phase to demonstrate how Owner's previously submitted comments were incorporated into the design documents.
- 4.10 All Design Development Documents prepared by or for Design Builder are subject to Owner's review and approval. At completion of the Design Development Phase, Design Builder shall submit the Design Development Documents to the Project Manager for

review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner's Project Manager who will respond within 14 days. Design Builder shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Construction Documents Phase.

- 4.11. As part of Phase 1 Services, Design Builder will be required to further develop and update the cost estimate as part of the Design Development Documents and bring to Owner's attention in writing any variances between that updated cost estimate and Owner's approved Project budget. Cost estimate format shall be subject to Owner's approval and may require electronic submission of cost estimate information. If Design Builder's updated cost estimate or any other estimate prepared by or for Owner based upon the Design Development Documents indicate that costs will exceed Owner's approved Project budget, Owner may elect to modify its budget and/or require Design Builder to revise the Design Development Documents to bring them within Owner's approved Project budget. Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Design Development Documents to bring them within Owner's approved Project budget. Design Builder shall also update the Project Schedule.

5. CONSTRUCTION DOCUMENTS:

After Owner's review and approval of the Design Development Documents and issuance of Owner's written authorization to proceed, Design Builder shall commence the Construction Documents services and perform the following:

5.1. Design Builder shall prepare Construction Documents up to a 50% completion level based on the final Design Development Documents approved by the Owner in Section 4 hereof. Construction Documents shall include calculations and shall set forth each discipline's requirements in detail and into a cohesive and coordinated whole based upon the approved Design Development Documents, the Final Program and consultation with the Owner. The parties shall meet to discuss the 50% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Construction Documents as often as required until 50% complete Construction Documents have been approved by the Owner. The 50% complete Construction Documents will include 90% complete specifications in CSI format.

5.2 Proposal. Based on the 50% complete Construction Documents approved by the Owner in Section 5.1 hereof, and any other documents upon which the parties may agree, Design Builder shall submit a proposal to Owner (the "Proposal") within forty-five (45) days, which shall include the following unless the parties mutually agree otherwise:

- .1 a proposed Lump Sum Price for completion of the construction documents, all permitting, and construction of the Project.
- .2 an updated Project Schedule and date of Substantial Completion of the Project upon which the Lump Sum Price for the Project is based;
- .3 all other information necessary for the parties to enter into Phase 2, with the accompanying General Conditions of Contract; and

5.3 Review of Proposal. Design Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings. If Design Builder finds the revisions acceptable, Design Builder shall, upon receipt of Owner's notice, adjust the Proposal.

5.4 At the completion of the 50% Construction Documents, Design Builder will provide a certification from itself and its Design Professional 1) that the Construction Documents comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.

5.5 Completion of This Phase of the Agreement. Design Builder's services under this Phase 1 of the Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design Builder finds acceptable.

EXHIBIT P

SCOPE OF SERVICES

SCOPE OF PHASE 2 SERVICES

After Owner's review and approval of the 50% Construction Documents and upon the Parties' ability to reach agreement as to the Proposal evidenced by the Parties' execution of the Lump Sum Amendment, and Owner's written authorization to proceed, Design Builder shall provide the following:

1. COMPLETION OF CONSTRUCTION DOCUMENTS

- 1.1. Design-Builder shall prepare Construction Documents up to a 100% completion level based on the final 50% Construction Documents approved by the Owner in Section 5 hereof. Construction Documents shall include calculations and shall set forth each discipline's requirements in detail and into a cohesive and coordinated whole based upon the approved 50% Construction Documents, the Final Program and consultation with the Owner. The parties shall meet to discuss the 100% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during completion of the Construction Documents as often as required until 100% complete Construction Documents have been approved by the Owner. The 100% complete Construction Documents will include 100% complete specifications in CSI format.
- 1.2. At the completion of the 100% Construction Documents, Design Builder will provide a certification from itself and its Design Professional 1 that the Construction Documents comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.
- 1.3. Design Builder shall furnish documents in type, format, version and quantities indicated in the Final Program. Design Builder shall provide Owner with reproducible copies of all design documents, including electronic copies if so required by the Owner.

2. BUILDING PERMIT PHASE

- 2.1. Design Builder is responsible for applying for and obtaining all necessary and required building permits and approvals for the Project.
- 2.2. As part of the building permit application package, the Design Builder shall provide the applicable building permit office with the number of complete sets of signed and sealed Construction Documents. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the Design Builder.

3. CONSTRUCTION

- 3.1. Design Builder shall provide the following services in addition to all other Phase 2 Services required by the terms of this Contract:

3.1.1. Prepare a list of required submittals for shop drawings, product data, samples, warranties, and other submittals required by Contract Documents, in tabular form which will indicate specification section number and section name (CSI Format).

3.2. Process, review, respond and distribute in accordance with the terms of the Contract Documents shop drawings, product data, samples, substitutions and other submittals required by the Construction Documents within ten (10) business days.

3.3. Maintain a master file of all submittals, including submittal register. Owner's copy shall be in electronic/CD format and submitted at time of Substantial Completion.

3.4. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by Owner or Subcontractors as required by construction exigencies. Design Builder's response to any such request must be received by Owner and the effected Subcontractor within ten (10) business days. Design Builder will review and respond to all submittals from Subcontractors, including but not limited to shop drawings, within a reasonable period of time so as not to delay the progress of the Work, but in no event, more than ten (10) business days, unless Owner expressly agrees otherwise in writing. Review of Design Builder's submittals by Owner is not conducted for the purpose of determining the accuracy and completeness of such submittals, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Design Builder as required by the Contract Documents. Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.5. Owner shall have authority to reject Work which does not conform to the Construction Documents. Whenever, in its reasonable opinion, Owner considers it necessary or advisable to insure the proper implementation or the intent of the Construction Documents, Owner will have authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Documents whether or not such Work be then fabricated, installed or completed.

3.6. Design Builder shall submit to the applicable building permit office the number of sets of drawings and/or documents reflecting the approved changes in the Work as may be required by that office. Code compliance issues must be approved by the applicable building permit office prior to inspection of the subject Work.

3.7. Review the Work to confirm that the construction complies with the current applicable Florida Building Code, and maintain a copy of the current applicable Florida Building Code at its Project Site office for review by Design Builder. Report any discrepancies observed or noted to Owner.

3.8. Assist Owner in the training of the facility operation and maintenance personnel with respect to the proper operations, schedules, procedures and inventory controls for the various Project equipment and systems. Such assistance shall include assisting Owner in arranging for and coordinating the instruction and training on operations and maintenance of the Project's equipment and systems in conjunction with the various manufacturer representatives. Further, Design Builder is to attend all such training sessions, unless otherwise consented to by Owner in writing.

3.9. Review for compliance with Design Builder's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

3.10 Schedule and visit with Owner at the Project at six (6) and eleven (11) months after issuance of the Certificate of Substantial Completion. During each Project visit, Design Builder shall observe, troubleshoot and advise in the operation of building systems. This shall not relieve Design Builder of its obligation to make other visits to the Project based on need should specific issues arise.

3.11. Design Builder will revise the final approved Construction Documents to incorporate all "As-Built" information contained in the Design Builder's marked-up "As-Built" drawings and specifications, as well as to reflect all addenda, contract changes and field changes (sometimes referred to herein as the "Record Documents"). Design Builder shall provide Owner with one (1) electronic copy on compact disk (CD) of the Record Documents, two sets of the conformed, signed and sealed drawings and prints, and two sets of the conformed Project Manual/Specifications signed and sealed.

3.11.1 The electronic copy on CD of the Record Documents shall be provided in AutoCAD.dwg format, "purged and bound", and compatible with Owner's system.

3.11.2 Throughout Phase 2, Design Builder shall review its marked-up "As-Built" drawings and Project Manual/Specifications, on a daily basis, to reflect all "As-Built" conditions at the Site, maintaining such "As-Built" drawings and specifications is a condition precedent to Design Builder's entitlement to payment hereunder.

3.12 Consult with, and recommend solutions to, Owner during the duration of warranties in connection with inadequate performance of equipment, materials or systems under warranty.

3.13. Submit a facility and equipment review schedule to Owner at the time of Substantial Completion. Perform reviews of facilities and equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment. Submit a written report to Owner.

3.14 Document noted defects or deficiencies and assist Owner in confirming Design Builder's correction of such noted defects.

3.15 Design Builder shall arrange for all job-site facilities as required by Owner and otherwise necessary to enable Design Builder to perform its respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the execution of the Lump Sum Amendment.

3.15.1. Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities, which are planned to become the property of Owner at the conclusion of the Work, shall be evaluated based on their cost over the life of the Project. Owning versus leasing shall be considered by Design Builder, obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usable life of the item. Design Builder shall present its evaluation with recommendation to Owner for approval.

3.15.2. When Design Builder wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 3.15.1

above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

3.15.3. For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Design Builder shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Design Builder shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.

3.15.4. Design Builder is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Design Builder or that such acquisition would not otherwise be in the best interest of Owner. In such event, Design Builder will be reimbursed for such item in accordance with Section 3C to the Agreement.

3.16. Design Builder's administration of the Work shall include the following:

3.16.1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

3.16.2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

3.16.3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

3.16.4. Provide labor relations management for a harmonious, productive Project.

3.17. Design Builder also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

3.17.1. Job Meetings: Design Builder shall attend meetings such as pre-construction conferences, progress meetings, job conferences, pre-closeout meetings, and other Project-related meetings, as may be directed by Owner. Design Builder's Design Professionals are also required to attend any such meetings as directed by Owner. Design Builder shall provide meeting minutes for these meetings. Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Design Builder shall arrange and conduct regular monthly Project status meetings with Owner.

3.17.2. Design Builder shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Design Builder shall identify the party or parties responsible for following up on any problems,

delay items or questions, and Design Builder shall note the action to be taken by such party or parties. Design Builder shall revisit each pending item at each subsequent meeting until resolution is achieved. Design Builder shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

3.17.3. Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Owner of such submittals for action, and closely monitor their review process. Owner reserves the right to review the shop drawings and other submittals and require Design Professional's approval on such shop drawings and other submittals.

3.17.4. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.

3.17.5. Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

3.17.6. Document Interpretation: Promptly respond to all questions for interpretation of the Contract Documents made by subcontractors and copy Owner on all such responses.

3.17.7. Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to Owner and any permitting authority inspectors.

3.17.8. Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.

3.17.9. Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of the General Terms and Conditions, notify Owner in writing when the Work or designated portions thereof are ready for the Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Design Builder and reviewed and supplemented by Owner, prepare a schedule for their completion indicating completion dates for Owner's review and approval. At Substantial Completion, Design Builder will provide a certification from itself and its Design Professional that the building was constructed in accordance with the approved Construction Documents.

3.17.10. Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to Owner when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

3.17.11. Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

3.17.12. Record Drawings: Pursuant to the terms of Paragraph 8.2 of the General Terms and Conditions, Design Builder shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Design Builder into the final record drawings.

3.18. Design Builder shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

- 3.18.1. Subcontracts and Purchase Orders
- 3.18.2. Shop Drawing Submittal/Approval Logs
- 3.18.3. Equipment Purchase/Delivery Logs
- 3.18.4. Contract Drawings and Specifications with Addenda
- 3.18.5. Warranties and Guarantees
- 3.18.6. Cost Accounting Records
- 3.18.7. Labor Costs
- 3.18.8. Material Costs
- 3.18.9. Equipment Costs
- 3.18.10. Cost Proposal Request
- 3.18.11. Payment Request Records
- 3.18.12. Meeting Minutes
- 3.18.13. Cost-Estimates
- 3.18.14. Bulletin Quotations
- 3.18.15. Lab Test Reports
- 3.18.16. Insurance Certificates and Bonds
- 3.18.17. Contract Changes
- 3.18.18. Permits
- 3.18.19. Material Purchase Delivery Logs
- 3.18.20. Technical Standards
- 3.18.21. Design Handbooks
- 3.18.22. "As-Built" Marked Prints
- 3.18.23. Operating & Maintenance Instruction
- 3.18.24. Daily Progress Reports
- 3.18.25. Monthly Progress Reports
- 3.18.26. Correspondence Files
- 3.18.27. Transmittal Records
- 3.18.28. Inspection Reports
- 3.18.29. Bid/Award Information
- 3.18.30. Bid Analysis and Negotiations
- 3.18.31. Punch Lists
- 3.18.32. Schedule and Updates
- 3.18.33. Suspense (Tickler) Files of Outstanding Requirements
- 3.18.34. Policy and Procedure Manual
- 3.18.35. Subcontractor licenses
- 3.18.36. Final Program

The Project files and records shall be available at all times to Owner or its designees for reference, review or copying.

3.19. Design Builder shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by Owner:

3.19.1. Design Builder shall provide consultation and Project management to facilitate Owner's occupancy of the Project and provide transitional services to place the Work "on line" in such conditions as will satisfy Owner's operations requirements. The services include Design Builder's coordination of the delivery of Owner supplied furniture, fixtures and equipment for the Project.

3.19.2. Design Builder shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Design Builder shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may be video taped by Owner for subsequent presentation to Owner's operations and maintenance personnel.

3.19.3. Design Builder shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner

EXHIBIT Q
PHASE 1 COMPENSATION SCHEDULE

Pinellas County Health Facility

Creative Contractors, Inc. and Mason Blau Architects

Phase 1 Design Fees

Revised 1/21/14

		Phase 1 Design Fees
1	A) Design Fees - Phase 1	
2	Architectural - MBA	\$ 224,278
3	Renderings 2 each - MBA	Included
4	Design - Reimbursibles	Included
5	Civil - Geo F Young (Base & FAA)	Included
6	Geo F Young (Topographic & Tree Survey)	Included
7	Geo F Young (Pinellas County Site Plan)	Included
8	Geo F Young (Permitting)	Included
9	Geo F Young (Land Use Amend & Rezoning)	Included
10	Geo F Young (LUPA / Rezoning Contingency)	Included
11	Testing & Geotech - Driggers	Included
12	Structural - McCarthy	Included
13	Mechanical - Griner	Included
14	Electrical - M.P. Sychala	Included
15	Interior Design - MLE Designs	Included
16	Landscape Design - Terra Tectonics	Included
17	Subtotal Mason Blau & Consultants	\$ 224,278
18		
19	Other Design Fees	
20	Signage - Creative Sign Design - Allowance	\$ 2,000
21	Security, Audio, IT Design - APG - Allowance	\$ 7,000
22	Medical Equipment Selection	By Owner
23	Subtotal A&E Design Fees	\$ 233,278
24	CCI Preconstruction Fee	\$ 32,664
25	Total Phase 1 Design Fees	\$ 265,942

EXHIBIT R

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, _____ hereby certifies that wage rates and other factual unit costs supporting the compensation for the design and construction management services of DESIGN BUILDER to be provided under this Agreement, concerning _____ (the Project) are accurate, complete and current as of the time of contracting.

DESIGN BUILDER:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT S

DESIGN BUILDER'S KEY PERSONNEL

EXHIBIT T
STORED MATERIALS RECORD

Stored Materials Record

Formula: $A + B - C - D = E$

[illegible]

EXHIBIT U

General Conditions Categories

[illegible]

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Design Phase: ☐ 2. Date: 02 August 2013
3. Contract Review: ☒

4. Title: Pinellas County Health Campus		
5. Anticipated Scope and Description: This project entails the design and construction of a free-standing clinic to provide homeless persons and families access to health care and social support services. This project is funded through capital development grant number C8ACS23732 awarded by the Health Resources and Services Administration (HRSA), the agency of the U.S. Department of Health and Human Services.		
6. YEAR OF CONSTRUCTION START: FY 14		
FY13		
7. PROJECT BUDGET:	Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	300,000	\$ 500,000
Land/Right of Way/Building Acquisitions		
Construction:	\$	\$ 4,500,000
Testing		
Other: Inter-local Agreement Payments, Misc. Materials, etc.		
TOTAL PROJECT BUDGET	\$ (1) 300,000	\$ (2) 5,000,000
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		\$
Local Option Gas Tax:		
Transportation Impact Fees:		
Grant(s): Health Resources and Services Administration grant number C8ACS23732		5,000,000
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
Other: Annual General Fund Allocation		
TOTAL FINANCIAL RESOURCES		\$ (2) 5,000,000
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾		
Fiscal Year:	FY 15	
New Positions:	NONE	
Number:	N.A.	
Type:	N.A.	
Total Est. Fiscal Impact (Personal Services, Operating Expenses)		\$ 176,500

(1) Amount represents the supplement to the FY13 Capital Fund approved by the BCC (Agenda Item #12, 12 February 2013) in anticipation of a U.S. Department of Health and Human Services reimbursement grant.

(2) Amount represents the anticipated grant reimbursement in FY14.

(3) This is the average annual cost over the first five years of the utility, security, janitorial, and maintenance cost of the facility. These costs may be expected to increase over the expected life of the facility.