

**Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.**

**SEALED PROPOSAL • DO NOT OPEN**

SEALED PROPOSAL NO.: 167-0160-NC (SS)

PROPOSAL TITLE: **Professional Design Build Services -  
Courts Consolidation Project**

DUE DATE/TIME: **March 30, 2017 @ 3:00 p.m.**

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT  
Board of County Commissioners  
Annex Building –6<sup>th</sup> Floor  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

***Please Note:***

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, <http://www.pinellascounty.org/purchase/CCNA.htm>, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

<p><b>SUBMIT TO:</b></p>  <p><b>PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS</b>          400 S. FT. HARRISON AVENUE          ANNEX BUILDING – 6<sup>TH</sup> FLOOR          CLEARWATER, FL 33756</p>	<h1 style="margin: 0;">REQUEST FOR QUALIFICATIONS PROPOSAL</h1> <h2 style="margin: 0;">PROFESSIONAL SERVICES - NON-CONTINUING</h2> <p style="margin: 0;"><b>AS GOVERNED BY FLORIDA STATUTE 287.055</b></p>
<p><b>ISSUE DATE:</b> February 23, 2017</p>	<p><b>PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE &amp; TIME WILL NOT BE CONSIDERED</b></p>
<p><b>TITLE: Professional Design Build Services - Courts Consolidation Project</b></p>	<p><b>RFP NUMBER: 167-0160-NC (SS)</b></p>
<p><b>SUBMITTAL DUE: March 30, 2017 @ 3:00 P.M.</b>  <i>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</i></p>	<p><b>PRE-PROPOSAL DATE &amp; LOCATION:</b>  <span style="color: red;"><b>NOT APPLICABLE</b></span></p>
<p><b>DEADLINE FOR WRITTEN QUESTIONS: March 20, 2017 BY 3:00 P.M.</b>  <b>SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT <a href="mailto:ssteele@pinellascounty.org">ssteele@pinellascounty.org</a></b>  <b>Phone: 727-464-4776 Fax: 727/464-3925</b></p>	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u>          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.</p>	 <u>Director of Purchasing</u>

**PROPOSER MUST COMPLETE THE FOLLOWING**

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE AGREEING TO ALL PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

<b>PROPOSER (COMPANY NAME):</b>	<b>D/B/A</b>
<b>Mailing Address</b>	<b>City, State Zip</b>
<b>Company Email Address</b>	<b>Phone</b>
<b>Remit To Name (as Shown on Company Invoice)</b>	<b>Fax</b>
<b>Printed Contact Representative/Title/Email</b>	

Proper Corporate Identity is needed when you submit your proposal, especially how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information.

**I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR**

<b>AUTHORIZED SIGNATURE</b>	<b>PRINT NAME &amp; TITLE</b>
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**RETURN THIS FORM WITH YOUR PROPOSAL**

**SECTION A – GENERAL CONDITIONS****1. SUBMISSION OF PROPOSAL:**

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- (d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- (e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

**2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

**3. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all proposals or parts of proposals at any stage of the procurement process through the award of the contract.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive minor informalities or irregularities, or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

<b>SECTION A – GENERAL CONDITIONS</b>
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**4. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**5. ORAL PRESENTATION:**

Based on the evaluation of the written proposals submitted, a minimum of three (3) highest ranked firms, (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and may be invited to an oral presentation. The scores from the written evaluation phase will be carried forward (for shortlisted firms) and combined with scores from the oral presentation process for one total score potential of 2,000 points. (1,000 points from the written and 1,000 points from the oral). The firm with the highest combined score shall proceed with the contracting process.

**6. CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification by the Proposer.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

**(727) 45FRAUD** (453-7283)  
Fax – 727-464-8386

**7. WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

**8. LATE PROPOSAL OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

**9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**SECTION A – GENERAL CONDITIONS****10. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

**11. SCRUTINIZED COMPANIES AND PUBLIC ENTITIES CRIME ACT:**

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

**12. COUNTY INDEMNIFICATION:**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

**13. TERMINATION:**

- a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
- c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Proposer of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

**14. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

## SECTION A – GENERAL CONDITIONS

**15. LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

**16. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

(a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

## SECTION A – GENERAL CONDITIONS

(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

#### 17. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

**SECTION A – GENERAL CONDITIONS****18. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

**19. OWNERSHIP OF DOCUMENTS:**

A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFP are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

B. When such documents are provided to other parties, the Consultant shall ensure return of the County's property.

**20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be ground for immediate termination of the contract.

**21. PROHIBITION AGAINST CONTINGENT FEE:**

The consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the consultant to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**22. TRUTH IN NEGOTIATIONS:**

The Consultant certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**23. JOINT VENTURES:**

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.



## SECTION A – GENERAL CONDITIONS

**24. PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

<b>Supplier Information</b>	Company name, mailing address, phone number, contact name and email address as provided on the PO
<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

**25. TAXES:**

The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the proposer and deemed to have been included in the RFP. The Laws of the State of Florida provide that sales and use taxes are payable by the proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the proposer and be deemed to have been included in the RFP.

<b>SECTION A – GENERAL CONDITIONS</b>
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**26. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

<b>SECTION A – GENERAL CONDITIONS</b>
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**27. INSURANCE:**

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

**28. PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County’s non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

**Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.**

## SECTION B – SPECIAL CONDITIONS

**Proposal Title: Professional Design Build Services - Courts Consolidation Project****Proposal Number: 167-0160-NC (SS)****1. INTENT:**

The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms") for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

**2. PERIOD OF CONTRACT:**

Services performed pursuant to this contract shall remain in effect for thirty-nine (39) consecutive calendar months from the commencement date on the Notice to Proceed. This Agreement shall become effective on the date of execution of the Agreement. Duration of the contract shall be nine (9) months for Phase 1 Design and thirty (30) months for Phase 2 construction.

**3. PERFORMANCE AND PAYMENT BONDS:**

Concurrent with its execution of the Lump Sum Amendment, the selected Design Builder firm shall provide Performance and Payment Bonds, in the form prescribed in Exhibit A, of the sample agreement attached, 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.

A. The Bonds will be acceptable to the County only if the following conditions are met:

1. For contracts that do not exceed \$500,000.00, the Surety Company:

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

2. For contracts over \$500,000.00, all of the requirements above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.

3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

B. If the Surety for any Bond furnished by the Bidder 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 Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

C. By execution of these bonds the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

## SECTION B – SPECIAL CONDITIONS

**4. EVALUATION CRITERIA for Written Proposals:**

Following is the criteria that will be used by the County to evaluate and score responsive and qualified written proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. A minimum of three (3) highest ranked firms (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and invited to an oral presentation. The scores from the short listed firms are carried forward. Final ranking recommendation is based on the combined scores obtained for a total potential 2,000 points.

a. **Ability of Firm and its Professional Personnel. Willingness and Ability to Meet Schedule and Budget Based on Current and Projected Workload.** **450 Points**

1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Reviews the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.
6. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
7. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

b. **Firm Experience with Projects of Similar Size and Past Performance** **375 Points**

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

c. **Volume of Work Previously Awarded by the County** **50 Points**

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on all CCNA Non-Continuing contracts value awarded to a firm during the two (2) previous completed fiscal years through to current date. The points are worth 5 percent of the overall points available and are distributed as follows:

\$0 - \$200,000 – five (5%) percent of points available

\$200,001 - \$400,000 – four (4%) percent of points available

\$400,001 – 600,000 – three (3%) percent of points available

\$600,001- \$800,000 – two (2%) percent of points available

\$800,001 - \$1,000,000 – one (1%) percent of points available

Over \$1,000,000 – zero (0%) percent of points available

Based on a typical 1,000 point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

## SECTION B – SPECIAL CONDITIONS

- d. **Minority Business Status** **50 Points**  
Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm, or its sub contractors, is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.
- e. **Location** **75 Points**  
Provides points pre-populated by the Purchasing Department. Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Hernando, Hillsborough or Pasco counties, 75 points are awarded. If not, no points will be awarded.

**Total 1,000 Points****5. EVALUATION CRITERIA for Oral Presentations**

The scores from the written evaluation phase will be carried forward (for the shortlisted firms deemed qualified to proceed) and combined with scores from the oral presentation process for one total score potential of 2000 points. The firm with the highest combined score shall proceed with the contracting process.

- a. **Understanding of Project /Firm Qualifications** **500 Points**
1. Evaluation of the firm's understanding of the overall project including the scope of work which may include but is not limited to; studies performed that affect the project, key design elements and effect on the community involved.
  2. Evaluation of the firm's qualifications and qualifications of the individuals proposed for the project including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience with similar projects, management experience, firm experience etc.
- b. **Ability to Provide Required Services Within the Schedule and Budget** **300 Points**  
Evaluation of the firm's overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays.
- c. **Managerial Methods used to Plan, Design and Administer the Project** **200 Points**  
Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

**Total: 1,000 Points****6. TIME LINE:**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
Feb 23, 2017	Advertising & Publishing RFP
N/A	Pre-proposal Conference
March 20, 2017	Deadline for Questions/Clarifications
March 30, 2017	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
April 2017	Evaluation of the RFP
June 2017	Recommendation due to Purchasing from Department
Sept 2017	Submit recommendation to Board for Award of Contract

## SECTION B – SPECIAL CONDITIONS

**7. INFORMATION PACKAGE:****Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055**

- 1) "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 2) An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).
- 3) A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information on how to become registered.

**8. SUBMITTAL REQUIREMENTS:**

Please review this document carefully. Offers that are accepted by the county are binding contracts. All documents and submittals shall be received by the Purchasing Department on or before date and hour specified for receipt (see page #1). Late proposals will be returned unopened.

Submittal of current SF-330 (federal Standard Form), Part I and II, with all sections completed. SF-330 can be obtained from U. S. General Services Administration (GSA) website - <http://gsa.gov/forms> , then select Standard Form on the menu and go to the 330.

**The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, must be in format of a 3 ring loose leaf binder. The selection of the firms will be based on the information provided on the forms and in the additional sections.**

**A contractor may submit a response as a prime and also be a subcontractor to another firm.**

**Note:** Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

**Submittal requirements must be indexed and listed in the order described below:**

**A. Introduction Tab**

- 1) Letter of Interest by corporate office or principal of the firm.
- 2) Specific Professional services to be offered (please delineate each service your firm offers).
- 3) Table of Contents.

**B. Tab 1 - Standard Form (SF) 330 – Part I & II**

**Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.**

Please furnish a list of ten (10) projects, where multiple team members worked together, if possible, illustrating the proposed team's qualifications for performance pertaining to this project. The County does not request nor require an amount greater than ten (10) projects be submitted. Your firm will not be penalized if more than ten (10) projects are furnished as part of your submittal; however, submitting more than ten (10) projects will not provide your firm an advantage during the evaluation process.

Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages.

## SECTION B – SPECIAL CONDITIONS

**C. Tab 2 - Statements and Documentation**

- 1) Proof of licenses/certifications
- 2) Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
- 3) Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html> . Must be active status.
- 4) Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable).
- 5) State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Hernando, Hillsborough or Pasco counties.

**D. Tab 3 - Certificate(s) of Insurance**

Section C reflects the insurance requirements deemed necessary for this project by County Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

**E. Tab 4 - Key Personnel Statement**

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

- F. Tab 5 -**
1. **Acknowledgment of Addenda (if applicable).**
  2. **W-9 Request for Taxpayer Identification Number and Certification**
  3. **Section D Vendor References**
  4. **Page 1, Signature Page of the RFP**
  5. **Section F – Electronic Payment (ePayable) form**

**G. Tab 6 - Include any additional information to represent your firm for consideration.**

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.

For questions and additional information, contact person indicated on page 1.

Letters of Interest will be evaluated using the criteria **listed in Item 3 of this Section**. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, Annex Bldg, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.



**SECTION B – SPECIAL CONDITIONS****9. PROPOSAL SUBMITTAL COPIES**

Proposals shall be submitted in one (1) original paper document and three (3) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

**Instructions for Providing Files in PDF Format to Pinellas County Government****Why does Pinellas County Government want all the documents as PDF files?**

**Answer-** It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

**How do I convert my files to PDF format?**

**Answer-** If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

**Should I scan everything and save as PDF?**

**Answer-** Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR).

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
  - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. 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 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) 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(s) 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(s) 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 endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (1) Proposer 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 Proposer 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 Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. 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.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
  - g) If subcontracting is allowed under this RFP, the Prime Proposer 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 subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
    - (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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 workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer 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.
  - h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
    - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
    - (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.

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

(6) Any Certificate(s) 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(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).

i) The minimum insurance requirements and limits 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:

(1) Workers' Compensation Insurance

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

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. There shall be no 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	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

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

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

(5) 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”, Proposer 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. Coverage must include both Architects E&O and Technology E&O

Limits

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

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.

(6) 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	\$ 2,000,000
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.

**For herbicide and pesticide spraying operations only**, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

(7) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

- (8) Builders Risk/Installation Floater Insurance Contractor shall secure, pay for and maintain “all-risk” builders risk insurance, covering risks of physical loss or damage to the Work and facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work) until final payment is made, from perils including, but not limited to, Wind, fire (with extended coverage), theft, vandalism, malicious mischief, collapse “however caused”, earth movement, flood, water damage, windstorm and hail, lightning, false-work, testing and start-up of building systems, machinery, and equipment, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard "all-risk" builders risk form. No crane, boom, jig, or weight exclusion shall apply. Such insurance shall cover all property during construction and testing, materials while stored onsite and offsite and while in transit and shall include the Owner, Design-Builder, Consultants, Contractors, and Subcontractors to the Project as Named Insured's. The policy shall be written on a replacement cost/completed value basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders, including Soft Cost Coverage, Loss of Use/Delay in Start-up Costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental and shall contain an agreed amount endorsement waiving any coinsurance penalty. The policy shall contain a waiver of subrogation in favor of the Owner. Contractor is responsible for payment of all applicable deductibles and premiums. Evidence of coverage in the form of a Certificate of Insurance showing all applicable endorsements shall be provided to the Owner prior to the commencement of any Work. The Owner reserves the right to review the Policy form and all endorsements procured pursuant to the terms of this contract prior too or at any time during the terms of the contract. The Owner reserves the right but does not have the duty to secure this coverage.

Limit: \$55,680,000 Project Limit

**SECTION D – VENDOR REFERENCES**

**Proposal Title: Courts Consolidation Project Design Build**

**Proposal Number: 167-0160-NC (SS)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

**All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.**

**EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:**

**All fields below must be completed**

**1** \_\_\_\_\_  
 COMPANY NAME  
 \_\_\_\_\_  
 CITY, STATE  
 \_\_\_\_\_  
 CONTACT PERSON  
 \_\_\_\_\_  
 TELEPHONE  
 \_\_\_\_\_  
 FAX  
 \_\_\_\_\_  
 EMAIL ADDRESS

**2** \_\_\_\_\_  
 COMPANY NAME  
 \_\_\_\_\_  
 CITY, STATE  
 \_\_\_\_\_  
 CONTACT PERSON  
 \_\_\_\_\_  
 TELEPHONE  
 \_\_\_\_\_  
 FAX  
 \_\_\_\_\_  
 EMAIL ADDRESS

**3** \_\_\_\_\_  
 COMPANY NAME  
 \_\_\_\_\_  
 CITY, STATE  
 \_\_\_\_\_  
 CONTACT PERSON  
 \_\_\_\_\_  
 TELEPHONE  
 \_\_\_\_\_  
 FAX  
 \_\_\_\_\_  
 EMAIL ADDRESS

**4** \_\_\_\_\_  
 COMPANY NAME  
 \_\_\_\_\_  
 CITY, STATE  
 \_\_\_\_\_  
 CONTACT PERSON  
 \_\_\_\_\_  
 TELEPHONE  
 \_\_\_\_\_  
 FAX  
 \_\_\_\_\_  
 EMAIL ADDRESS

<b>SECTION E – SCOPE OF WORK</b>
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**Proposal Title: Courts Consolidation Project Design Build**

**Proposal Number: 167-0160-NC (SS)**

**A. OBJECTIVE:**

On behalf of the Real Estate Management Department, the Pinellas County Board of County Commissioners (Board) is seeking proposals from professional Design/Build (D/B) firms interested in qualifying to provide professional services for the design/build renovations and new construction for the Pinellas County Justice Center (CJC) located at 14250 49<sup>th</sup> Street North, Clearwater, Florida. The D/B firm will be selected “on the best qualified” method in accordance with the guidelines established within Pinellas County’s CCNA and State of Florida selection procedures.

Using the Design Criteria Package developed by Mason Blau and Associates (MBA) as the overall framework for the project, the DB firm selected will be responsible for a complete turnkey project to renovate and expand the operations of the County Justice Center (CJC.) The overall objectives of the project are to consolidate and centralize several court operations including traffic court and to create higher occupancy densities in existing County-owned space.

The Design Build firm shall have expertise, including, but not limited to the following areas:

- Architecture
- Landscape Architecture
- Interior Design
- Acoustical Engineering
- Civil Engineering
- Mechanical, Electrical, Plumbing, Fire Protection Engineering
- IT/AV/CCTV Design
- Security Design
- Structural Engineering
- Geotechnical Engineering

The awarded consultant firm or any of its subcontractors who participated in the preparation of the design criteria package for a contract awarded by the Board is precluded from proposing on the same project as the Design/Build contractor, or as a member of the Design/Build contractor’s team (subcontractor).

The following firms are precluded from proposing on this project as they were the team submitted by MBA for Request for Qualifications (RFQ): 123-0386-NC and awarded on December 10, 2013 for Design Criteria Package (DCP) for Pinellas County Courts Consolidation project. If any of the firms can provide documentation from MBA that they did not provide any services for the DCP, an addendum will be issued removing them from the precluded list. The documentation must be received no later than March 20, 2017 via email to Sue Steele, Purchasing Department at [ssteele@pinellascounty.org](mailto:ssteele@pinellascounty.org).

Dewberry Architects, Inc.	McCarthy and Associates, Inc.
Engineering Matrix, Inc.	National Centers for State Courts
George F. Young, Inc.	Terra Tectonics, Inc.
CC & A Construction Consultants & Associates, Inc.	Conestoga-Rover & Associates, Inc.

**B. BACKGROUND:**

On February 10, 2015, MBA entered into a contractual agreement with Pinellas County to develop a DCP for consolidating court operations at the CJC and St. Petersburg Judicial Center (SPJC.) The DCP was completed after an extensive effort, which involved months of programming, coordination, and collaboration with the Sixth Judicial Circuit, Pinellas County Sheriff’s Office, Clerk of the Court, State Attorney, Public Defender, Guardian ad Litem, and the Real Estate Management Department.



**SECTION E – SCOPE OF WORK****C. SCOPE OF WORK:**

- The scope includes completing all design work and 100% construction documents in keeping with the criteria spelled out in the DCP.
- Perform selective demolition of existing buildings and all associated site work involved in the overall project.
- Construct new facilities and renovate existing facilities with related upgrades on the existing campus.
- Obtain all required approvals and necessary permits from the various governmental jurisdictions.
- Renovate and construct new facilities while maintaining the continued operations of the facility.

Improvements include, but are not limited to:

- New 4-story Annex building and connector to H-wing building for family court functions.
- New main entry – demolish existing entry and expand new building to include three magnetometers and additional waiting area.
- New stair tower and bathrooms on NW side of CJC.
- Interior renovations for bathrooms, Clerk of the Court, Sheriff's locker room, jury assembly, and H-wing.

**D. ATTACHMENTS:**

Additional information related to this project is provided in the following attachments and can be downloaded from the purchasing website at <http://www.pinellascounty.org/purchase/CCNA.htm>

1. Sample Agreement
2. Design Criteria Package
  - Attachment A - Schematic Design Report
  - Attachment B – Schematic Drawings

**E. ESTIMATED BUDGET:**

Approximately \$55,680,000.00 (includes all design and construction, all Design Builder fees, permits, Furniture, Fixtures and Equipment (FF&E), owner and contractor contingency, insurance, bonds, etc. associated with the project.

**SECTION F ELECTRONIC PAYMENT****Proposal Title: Courts Consolidation Project Design Build****Proposal No.: 167-0160-NC (SS)****Electronic Payment (ePayables)**

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Would your company accept to participate in the ePayables credit card program?

 Yes No

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Company Name

---

Authorized Signature (for payment acceptance)

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Printed Signature/Title/Department

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Phone Number

**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**

Substitute Form **W-9**

**Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

*Print or type See Specific Instructions on page 2.*

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**\*Instructions to Form W-9 available upon request.**

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

**Privacy Act Notice:**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**SECTION G – ADDENDA ACKNOWLEDGMENT FORM**

**Proposal Title: Courts Consolidation Project Design Build**

**Proposal No: 167-0160-NC (SS)**

**PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:**

**ADDENDA NO.**

**SIGNATURE/PRINTED NAME**

**DATE RECEIVED**


**Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.**

Information regarding Addenda issued is available on the Purchasing Department section of the County’s CCNA website at, <http://www.pinellascounty.org/purchase/CCNA.htm>

**SECTION H – NO SUBMITTAL STATEMENT**

**NOTE:** If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. **167-0160-NC (SS) for Courts Consolidation Project Design Build**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

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We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Consultants Notification List of Pinellas County.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

*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 REAL ESTATE MANAGEMENT DEPARTMENT  
DESIGN/BUILD AGREEMENT FOR  
PINELLAS COUNTY**

**AGREEMENT PREPARED BY  
REAL ESTATE MANAGEMENT DEPARTMENT**

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**PUBLIC NOTICE/LEGAL ADVERTISEMENT FOR THE REQUEST FOR QUALIFICATIONS**

PUBLIC ANNOUNCEMENT AS REQUIRED BY THE CONSULTANTS  
COMPETITIVE NEGOTIATIONS ACT, CHAPTER 287.055 FLORIDA STATUTES



## DESIGN BUILD AGREEMENT

PINELLAS COUNTY, FLORIDA, ("Owner") by and through THE BOARD OF COUNTY COMMISSIONERS hereby contracts with \_\_\_\_\_ ("Design Builder") of \_\_\_\_\_, 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 the Pinellas County Courts Consolidation Project ("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.**

The scope of the Work to be performed by Design Builder herein includes the design and construction as set out and described in the Contract Documents, including but not limited to all labor, services, materials and equipment as may be required to complete the Work in compliance with the Contract Documents.

This Project consists of the design and construction of a new building and renovations for the Pinellas County Justice Center. The Project will be located on County-owned property at 14400 49<sup>th</sup> Street North in Clearwater, FL.

The Project consists of two phases, referred to herein as Phase 1 and Phase 2. Phase 1, described more specifically in the attached Exhibit O, will include the following sub-phases: Design Development, preparation of 50% complete Construction Documents, and development of the Lump Sum Price proposal. Phase 2, described more specifically in the attached Exhibit P, if authorized, will include the preparation of 100% Complete Construction Documents, completion of the Building Permit Phase, and the construction of the Project. Identified within Exhibit S are key personnel of the Design Builder's subconsultants. Design Builder shall require all subconsultants to agree that any such key personnel who are assigned to the Project shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

## **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 50% complete 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 \$ \_\_\_\_\_ ("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 5%. 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](http://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, one thousand dollars **(\$1,000.00)** 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 Design Professional issues a Certificate of Substantial Completion (after a Certificate of Occupancy has been issued by the local building official) 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 Professional, Engineers, & Contractor
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 deemed duly served if delivered by U.S. Mail or private delivery service, addressed to the following:

### **If to the Owner:**

Andrew Pupke  
Director, Pinellas County Real Estate Management  
509 East Avenue South  
Clearwater, Florida 33756

### **With a copy to:**

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

### **If to the Design Builder:**

### **With a copy to:**

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 and paragraph 10.6 and 33.2 of Exhibit H, General Terms and Conditions.

**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 following order of precedence shall be followed:

- Change Orders
- Exhibit N, Lump Sum Amendment
- General Terms and Conditions except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions.
- The Specifications
- Large Scale Details and Schedules
- The Drawings

To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Order of Precedence, Supplemental Conditions, if any, shall take precedence or 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.

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

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

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

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

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

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

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

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

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 Oblige 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 Oblige for **BID NO. 167-0160-NC (SS)**, 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 Oblige any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Oblige sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Oblige; 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Witness as to Principal

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. 167-0160-NC (SS)**, 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

### INSURANCE REQUIREMENTS

#### 1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. 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 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) 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(s) 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(s) 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 endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
  - (1) Proposer 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 Proposer 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 Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. 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.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

- g) If subcontracting is allowed under this RFP, the Prime Proposer 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 subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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 workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer 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.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (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(s) 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(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).

i) The minimum insurance requirements and limits 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:

(1) Workers' Compensation Insurance

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

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. There shall be no 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	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
------------------------------------	--------------

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

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

- (5) 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”, Proposer 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. Coverage must include both Architects E&O and Technology E&O

Limits

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

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.

- (6) 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	\$ 2,000,000
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.

**For herbicide and pesticide spraying operations only**, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

- (7) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

- (8) Builders Risk/Installation Floater Insurance Contractor shall secure, pay for and maintain "all-risk" builders risk insurance, covering risks of physical loss or damage to the Work and facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work) until final payment is made, from perils including, but not limited to, Wind, fire (with extended coverage), theft, vandalism, malicious mischief, collapse "however caused", earth movement, flood, water damage, windstorm and hail, lightning, false-work, testing and start-up of building systems, machinery, and equipment, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard "all-risk" builders risk form. No crane, boom, jig, or weight exclusion shall apply. Such insurance shall cover all property during construction and testing, materials while stored onsite and offsite and while in transit and shall include the Owner, Design-Builder, Consultants, Contractors, and Subcontractors to the Project as Named Insured's. The policy shall be written on a replacement cost/completed value basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders, including Soft Cost Coverage, Loss of Use/Delay in Start-up Costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental and shall contain an agreed amount endorsement waiving any coinsurance penalty. The policy shall contain a waiver of subrogation in favor of the Owner. Contractor is responsible for payment of all applicable deductibles and premiums. Evidence of coverage in the form of a Certificate of Insurance showing all applicable endorsements shall be provided to the Owner prior to the commencement of any Work. The Owner reserves the right to review the Policy form and all endorsements procured pursuant to the terms of this contract prior too or at any time during the terms of the contract. The Owner reserves the right but does not have the duty to secure this coverage.

Limit: \$55,680,000 Project Limit

**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 its 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 \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_\_\_,  
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 (PHASE 1 ONLY)**

**FORM OF CONTRACT APPLICATION FOR PAYMENT IN PHASE 2 SHALL BE AIA STANDARD FORM G702**

**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% (Phase 2 only) \$ \_\_\_\_\_

Total Retained to date: (Phase 2 only) \$ \_\_\_\_\_

Total Earned Less Retainage (Phase 2 only) \$ \_\_\_\_\_

Less Previously Paid \$ \_\_\_\_\_

**AMOUNT DUE THIS APPLICATION:** \$ \_\_\_\_\_

Percent Work completed to Date: \_\_\_\_\_ %  
Percent Contract Time completed to Date \_\_\_\_\_ %

Liquidated Damages to be Accrued \$ \_\_\_\_\_



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 \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ of **FIRM NAME**, 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**

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[AIA G704 Standard Certificate of Substantial Completion]

**EXHIBIT G**

**FINAL PAYMENT CHECKLIST**

Bid No.: \_\_\_\_\_ Project No.: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_  
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 provisions identified in Section 16 of the Agreement, "Order of Precedence". 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 7:00 a.m. to 5:00 p.m., Monday through Friday. After-hours work may be required for certain areas where deemed necessary to allow continued operations of the facility; Design Builder shall work with the Project manager to determine which areas require such work. 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. 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 a draft copy of its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner. After the Project Manager has reviewed and approved or corrected the draft, the Design Builder shall forward an electronic copy of the final version to Pinellas County's Finance Department (e-mail address to be confirmed upon execution of this Agreement). Payments of proper invoices in the amounts approved shall be processed in accordance with Section 218.735, Florida Statutes "Local Government Prompt Payment Act" 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. During Phase 2 only, 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.

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. Design Builder shall prepare and maintain a daily log of the work on the job site. The daily log records shall be kept current and available for Owner's review. The daily log shall document activities 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 an increase to the Lump Sum Price, a Change Order shall be issued which increases 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%) total 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 performed by subcontractors or subconsultants. All compensation due any Subconsultant 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 Exhibit B to the agreement, evidencing such coverage prior to issuance of purchase order or commencement of any work under this contract.

13.2 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.

### **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 therefor 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 in accordance with the Local Government Prompt Payment Act, Section 218.70, et.seq. of the Florida State Statutes 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 five (5) 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 Professional shall prepare a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion), which includes a Certificate of Occupancy issued by the local building official, 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 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 completion is achieved. 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. – NOT APPLICABLE**

#### **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 (up to the amount designated) only with the express prior written approval of Owner.

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 David Wallace 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.

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 establish 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 DESIGN BUILDER is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and DESIGN BUILDER agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. DESIGN BUILDER represents and certifies that DESIGN BUILDER is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. DESIGN BUILDER agrees that any contract awarded to DESIGN BUILDER will be subject to termination by the County if DESIGN BUILDER fails to comply or to maintain such compliance.

### **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. An electronic pdf file of each Progress Report shall be delivered to the Owner's Representative each month.

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 2.3 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. PROGRESS PAYMENTS

1. Retainage:
- 1.1 The five percent (5%) retainage referenced in Section 4.6 of the General Conditions shall not be applied to this Project during Phase 1.

**EXHIBIT J**

**DESIGN CRITERIA PACKAGE**

Attachment A - Schematic Design Report  
Attachment B – Schematic Drawings



**EXHIBIT K**

**PERMITS**

Design Builder is responsible for applying for and obtaining all necessary and required building permits and approvals for the Project.

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

**I. Phase 1**  
**Project Design Milestones and Deliverables**

**Design Development - 3 Months**

**Drawings:**

Architectural	Life Safety Plan(s) Site Plan
Floor Plan(s)	Exterior Elevations Building Sections and Details Roof Plan Reflected Ceiling Plan Interior Elevations

Schedules – Room Finish, Door, Window, Hardware, & Equipment/Fixture

Civil	Location Plan Existing Site Plan Site Plan Grading and Drainage Plan Utilities Plan Site Plans - piping distribution layout to all proposed facilities to be served.
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Structural	Foundation Plan Framing Plans Elevations Exterior Elevations Sections and Details
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HVAC	Floor Plan(s) single-line drawings indicating locations of all equipment, air distributions, devices, air quantities for each room piping runs/chases and control zones Equipment Schedules
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Plumbing	Floor Plan(s) single-line drawings indicating fixture locations, piping routes and sizes Fixture Schedules Riser Diagrams
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Electrical	Floor Plan(s) indicating location and sizes of electrical, telephone/data and specialty equipment Site Plan indicating existing and proposed underground routing and structures Lighting Plan Power Plan Specialty Area Layout/Plan Telephone/Data Plan Systems Riser Diagrams Equipment and Fixture Schedules
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Specifications:	Outline specifications in CSI Format of only those materials and equipment used in the Project
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Submittals:	Cut sheets of all proposed equipment and materials that will be the basis for design including a description of the conceptual approach to all major engineering systems
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Design Calculations	(references, codes and design data used)
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Project Schedule: Updated Project Schedule

Project Cost Estimate: Estimate Summary and Cost Options

**Construction Documents (50% Completion) – 3 Months**

Drawings:

Architectural Cover Sheet indicating name of projects, list of drawings, location map, County logo, County Project Number, Design/Builder and Design Professional(s) name, address and telephone number  
Life Safety Plan(s)

Site Plan  
Floor Plan(s)  
Enlarged Floor Plans  
Exterior Elevations  
Building Sections and Details  
Roof Plan  
Reflected Ceiling Plan  
Interior Elevations  
Schedules – Room Finish, Door, Window, Hardware, & Equipment/Fixture

Civil Location Plan  
Existing Site and Demolition Plan  
Site Plan with all layout dimensions and elevations  
Grading and Storm Drainage Plan  
Utilities Plan  
Site Plans - piping distribution layout to all proposed facilities to be served.

Structural  
Foundation Plan  
Framing Plans  
Elevations  
Exterior Elevations  
Sections and Details  
Schedules

HVAC  
Floor Plan(s) double-line drawings indicating locations of all equipment, air distributions, devices, air quantities for each room, piping runs and chases Control Diagrams, sequence of operations, control point list and control system electrical requirements  
Equipment Schedules

Plumbing  
Floor Plan(s) single-line drawings indicating fixture locations, piping Routes and sizes  
Riser & Isometric Diagrams  
Fixture Schedules

Electrical  
Floor Plans indicating location and sizes of electrical, telephone/data and specialty equipment  
Lighting Plan  
Power Plan  
Specialty Area Layout/Plan  
Telephone/Data Plan  
Systems Riser Diagrams  
Equipment and Fixture Schedules

Specifications: Complete specifications in CSI Format of only those materials and equipment used in the Project

Lump Sum Cost Estimate

Design Build Proposal

Project Schedule: Updated Project Schedule

Project Cost Statement: Final Project Cost Statement

**II. Phase 2  
Project Design Milestones and Deliverables**

**Construction Documents (100% Completion) – 3 Months**

**Drawings:**

Architectural	Cover Sheet indicating name of projects, list of drawings, location map, County logo, County Project Number, Design/Builder and Design Professional(s) name, address and telephone number Life Safety Plan(s) Site Plan Floor Plan(s) Enlarged Floor Plans Exterior Elevations Building Sections and Details Roof Plan Reflected Ceiling Plan(s) Interior Elevations Schedules – Room Finish, Door, Window, Hardware, & Equipment /Fixture
Civil	Location Plan Existing Site Plan Site Plan with layout dimensions and elevations Grading and Drainage Plan Utilities Plan Sections & Details Site Plans - piping distribution layout to all proposed facilities to be served.
Structural	Foundation Plan Framing Plans Elevations Exterior Elevations Sections and Details Schedules
HVAC	Floor Plan(s) double-line drawings indicating locations of all equipment, air distributions, devices, air quantities for each room, piping runs and chases Control Diagrams, sequence of operations, control point list and control system electrical requirements Equipment Schedules Enlarged Plans and Details
Plumbing	Floor Plan(s) single-line drawings indicating fixture locations, piping Routes and sizes Riser & Isometric Diagrams Fixture Schedules Enlarged Plans and Details
Electrical	Floor Plans indicating location and sizes of electrical, telephone/data and specialty equipment. Site Plan indicating existing and proposed underground routing and structures. Lighting Plan Power Plan Specialty Area Layout/Plan Telephone/Data Plan Systems Riser Diagrams Equipment and Fixture Schedules Enlarged Plans and Details
Specifications:	Complete specifications in CSI Format of only those materials and equipment used in the Project

Project Schedule: Updated Project Schedule

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

- 1.1. Design Builder's design documents shall be consistent with the Final Program at all phases of design unless expressly authorized otherwise in writing by Owner.
- 1.2. Design Builder shall submit to Owner design notes and computations to document the design conclusions reached during the development of the Project design as requested by Owner.
  - 1.2.1. The design notes and calculations shall include, but not be limited to, the following data:
    - 1.2.1.1 Design criteria used for the Project;
    - 1.2.1.2 Lighting calculations;
    - 1.2.1.3 Structural calculations;
    - 1.2.1.4 Drainage calculations;
    - 1.2.1.5 Acoustical calculations;
    - 1.2.1.6 HVAC calculations;
    - 1.2.1.7 Security and communications calculations;
    - 1.2.1.8 Calculations as required by provisions of the Florida Energy Conservation Standards Act (Department of Community Affairs), latest revision;
    - 1.2.1.9 Thermal Efficiency Standards (Florida Energy Efficiency Code for Building Construction, Department of Community Affairs, F.S. 552.900)
    - 1.2.1.10. Life Cycle Costs (Florida Administrative Code and F.S. 235.26)
    - 1.2.1.11 Calculations showing probable cost comparisons of various alternatives considered;
    - 1.2.1.12 Documentation of decisions reached resulting from meetings, telephone conversations or site visits; and
    - 1.2.1.13 Other Project related correspondence as appropriate.
- 1.3 All drawing documents for the Project shall be accurate, legible, complete in design, suitable for bidding purposes and in conformance to Owner's design guidelines. Documents shall be furnished in accordance with the Design Schedule.
- 1.4. Owner in no way obligates itself to check Design Builder's work, and further, is not responsible for maintaining the Design Schedule.
- 1.5. Owner's approval or acceptance of any service in any phase does not relieve Design Builder of any of its duties, obligations or responsibilities under the Agreement.
- 1.6. Design Builder will establish a Project budget with the Owner during Phase 1. Once the budget has been established and agreed to by both the Owner and Design Builder, Design Builder will continue to maintain same through the end of Phase 1. The final lump sum price included in the proposal at the end of Phase 1 will be at or lower than the budget established in the earlier stages of Phase 1. Design Builder warrants that all professional services to be provided by it under the Agreement shall be in accordance with the terms and conditions set forth in the Agreement and the design of the Project shall be accomplished so that the total Project cost to Owner does not exceed the above noted Owner's budget. Notwithstanding anything herein to the contrary, Design Builder shall revise and modify the Construction Documents and rebid the Work at no additional cost to Owner, if subcontract bids from responsive and responsible bidders exceed Owner's Project budget, as said budget may be modified by Owner, as provided for herein. All such revisions and modifications of the Construction Documents shall be subject to the review and approval of Owner.

**EXHIBIT M**

**DESIGN PROFESSIONAL, ENGINEERS, & CONTRACTOR**

\_\_\_\_\_ : **Contractor**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **General Contractor**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Mechanical Contractor**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Design Professional**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Civil & Environmental Engineering**

\_\_\_\_\_. Florida \_\_\_\_\_

\_\_\_\_\_ : **Structural Engineering**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Mechanical, Electrical, Plumbing, & Fire Protection Engineering**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Other**

\_\_\_\_\_, Florida \_\_\_\_\_

**EXHIBIT N**

**LUMP SUM AMENDMENT AGREEMENT FORM**

Pursuant to Sections 3B and 5A of the Design Build Agreement, dated \_\_\_\_\_, between Pinellas County, Florida ("Owner") and "Design Builder"), for the design and construction of the ("Project"), Owner and Design Builder establish the Lump Sum Price and Contract Time for all the Work as set forth below:

**ARTICLE 1**

**SCOPE OF WORK**

The scope of the Work consists of the design and construction of the Project in accordance with the Agreement, this Amendment and other Contract Documents listed as Attachments 1 through 6 below, which are hereby incorporated into and made a part of the Amendment by this reference:

Attachment Number	Description	Pages	Dated
1.	List of Drawings and Specifications	____ through ____	_____
2.	Schedule of Values	____ through ____	_____
3.	Clarifications, & Exclusions	____ through ____	_____
4.	Completion Schedule	____ through ____	_____
5.	List of Subcontractors and Major Suppliers	____ through ____	_____
6.	Allowances	____ through ____	_____

## DIRECT PURCHASES

The Owner, at its sole discretion, may elect to directly purchase materials and/or equipment included in the Guaranteed Maximum Price in order to take advantage of tax savings. Should the Owner elect to purchase materials and/or equipment directly, the general procedure shall be as follows:

1. All subcontracts shall be competitively bid by the Design Builder as outlined in other sections of this Agreement.
2. Each selected subcontractor shall submit a documented list of materials and/or equipment in the scope of its work in excess of \$15,000 along with the amount of sales tax applicable to such material and/or equipment.
3. The Design Builder shall forward these lists to the Owner, and the Owner shall obtain a purchase order for each item.
4. Once purchase orders have been obtained by the Owner for direct payment of these items, the Design Builder shall remove their direct cost from the schedule of Values accompanying its monthly pay applications. Tax savings realized from the Owner's direct purchase of each item, shall be transferred in the Schedule of Values to the line item for the Owner's Contingency. No retainage will be held on Direct Purchase material.
5. The Design Builder will order the materials as approved by the Owner (County Project Manager).
6. Invoices will be delivered directly to the Design Builder.
7. The Design Builder and the Owner will sign off on the packing slips to ensure materials ordered were received.
8. Design Builder will match the invoices to the packing slips and submit to the Owner (Pinellas County's Finance Department) via email to [ClerkFinanceDivisionFixedAssets@co.pinellas.fl.us](mailto:ClerkFinanceDivisionFixedAssets@co.pinellas.fl.us) to ensure the vendor/subcontractor is paid timely. The invoices must be received in a timely manner in order to comply with Section 218.735, *Florida Statutes* "Local Government Prompt Payment Act". Design Builder should date and time stamp all direct purchases invoices.



## 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, Clarifications, & Exclusions**

(See Attached)

**Attachment 4**

**Completion Schedule**

(See Attached)

**Attachment 5**  
**List of Subcontractors and Major Suppliers**

(See Attached)

**Attachment 6**  
**Allowances**

(See Attached)



## EXHIBIT O

### SCOPE OF SERVICES

#### SCOPE OF PHASE 1 SERVICES

##### 1. DESCRIPTION OF PROJECT:

- 1.1. This Project is located at a \_\_\_\_ acre m.o.l. parcel at \_\_\_\_\_ in \_\_\_\_\_, Florida.
- 1.2. This Project consists of the design and construction of a \_\_\_\_\_.

##### 2. PROGRAM VERIFICATION – NOT APPLICABLE

##### 3. SCHEMATIC DESIGN – NOT APPLICABLE

##### 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.
- 4.12. 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 reflect a structure, including the roof structure, that has been designed in strict compliance with the latest jurisdictional codes and 2) 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 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 of the structural standards to which the facility has been designed.
- 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/PDF format and submitted at time of Substantial Completion.

- 3.3. 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.
- 3.4. 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 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 of the Record Documents shall be provided in BIM model format (Revit), AutoCAD.dwg format (purged and bound for each floor consisting of all systems), and PDF format of each sheet.
  - 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 recorded 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**

**DESIGN DEVELOPMENT** \$ \_\_\_\_\_

**50% CONSTRUCTION DOCUMENTS** \$ \_\_\_\_\_

**LUMP SUM COST ESTIMATE** \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

**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: \_\_\_\_\_





