

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS**



**RFP No. 210133-P-JL
SPONGE DOCKS GATEWAY SIGN
Design-Build**

ISSUE DATE: APRIL 7, 2021

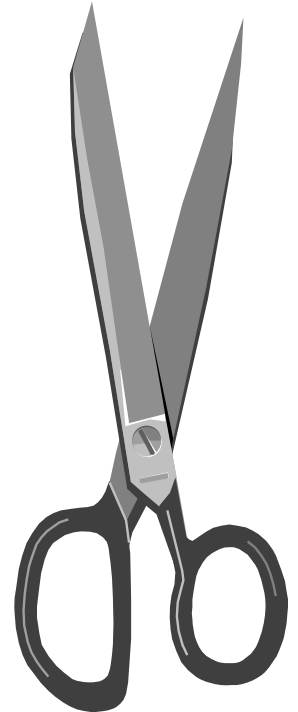
**RESPONSES DUE: MAY 12, 2021
3:00 P.M. (Local Time)**

**SUBMIT TO: City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689**

PROPOSAL SUBMITTAL LABEL

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	
PROPOSAL NO.:	210133-P-JL
PROPOSAL TITLE:	Sponge Docks Gateway Sign Design-Build
DUE DATE/TIME:	May 12, 2021 @ 3:00 P.M.
SUBMITTED BY:	_____
	(Name of Company)
DELIVER TO:	City of Tarpon Springs Procurement Services Department 324 E. Pine St Tarpon Springs, FL 34689



Please Note:

Addenda may be issued to this Request for Proposals. Any such addenda will be posted on the same web site, demandstar.com, from which you obtained this Request for Proposals.

Before submitting your proposal, you should check our web site to download any addenda that may have been issued. Please remember to complete the Addenda Acknowledgement section of the Guaranteed Maximum Price (GMP)/Schedule Proposal Form 1.

CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS
RFP No. 210133-P-JL SPONGE DOCKS GATEWAY SIGN DESIGN-BUILD

The City of Tarpon Springs, Florida (“City”) is requesting responses to this Request For Proposals (“RFP”), pursuant to Florida §287.055, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, otherwise known as the Consultant’s Competitive Negotiation Act. The City is seeking proposals from professional Design-Build teams to provide all labor, materials, and provisions necessary to produce a conceptual design, final design, construction documents, and to construct a new Sponge Docks Gateway Sign, to be located on Dodecanese Boulevard, between Arfaras Boulevard and west of the right of way line of North Pinellas Avenue; map location contained in the Attachment D – Design Criteria Package (DCP) of this RFP. The City intends to select one firm with demonstrated expertise in providing similar services to those requested herein.

Firms with demonstrated expertise on similar projects are invited to submit a proposal package. The Request for Proposal (RFP) can be obtained from the website at www.demandstar.com beginning **April 7, 2021**. A **NON-MANDATORY** Pre-Proposal Meeting/Site Visit will be held via electronic capabilities, ZOOM, **APRIL 22, 2021**, 10:00 a.m.; at which time the requirements for the will be discussed. RSVP – by April 20, 3:00 p.m., to jlewis@ctsfl.us for zoom link. The City encourages participation in this meeting and site visits by the Proposer’s design manager and the construction manager. Questions regarding this RFP should be directed to Janina Lewis, Senior Procurement Analyst, at jlewis@ctsfl.us. All questions must be received in writing no later than 3:00 PM, local time, Tuesday, April 27, 2021 and will be answered via written addendum.

Proposal Submission, Date and Time:
No later than **3:00 PM**, local time, **WEDNESDAY, MAY 12, 2021**.

The outside of your package must be clearly labeled with the proposal number, title, and the opening date and time. PLEASE NOTE: The Post Office does not deliver mail to Procurement Services’ physical location. City staff picks the mail up once a day. If a Proposal package is sent via USPS EXPRESS MAIL, it may not be received in Procurement Services on time. Receipt by the Post Office prior to the deadline does not meet the City’s deadline requirements.

Said proposals must conform to the requirements outlined in the Request for Proposal. The City reserves the right to reject any and all proposals and to waive minor informalities.

The City of Tarpon Springs’ staff will evaluate the proposals based on the criteria established in the Request for Proposals and in accordance with Florida Statutes § 287.055, and rank the qualified firms in order of preference. After the ranking is completed, the City Board of Commissioners’ approval will be sought to approve the ranking and award a negotiated Agreement, which will be in the best interest of the City, with the top ranked Firm.

Ex-Parte Communication. In order to ensure fair evaluation of proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until a final decision has been made. No offeror may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by an offeror after the responses are opened must be in writing to:

Jay Jackus, CPPO, CPPB
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jjackus@ctsfl.us.

The City may, however, initiate communication with any offeror in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Request for Proposals.

The City will not pay any costs incurred by offerors in the preparation of its proposal or presentations. Proposals may not be withdrawn for 90 days after bid opening. The City reserves the right to reject any and all proposals and to waive minor informalities.

Late proposals will be rejected.

Jay Jackus, CPPO, CPPB
Procurement Services Director

JJ: jl

Attachments

RFP No. 210133-P-JL Sponge Docks Gateway Sign Design-Build
Request for Proposals

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Attachments

ATTACHMENT A – Technical Proposal Forms

Technical Proposal Form 1 – Proposal Certification and Warranty Form
 Technical Proposal Form 2 – Key Project Staff Experience/Commitment
 Technical Proposal Form 3 – Project Team License List

ATTACHMENT B – GMP/Schedule Proposal Forms

GMP/Schedule Proposal Form 1 – GMP and Schedule
 GMP/Schedule Proposal Form 2 – Drug Free Workplace Certification
 GMP/Schedule Proposal Form 3 – Public Entity Crimes Statement
 GMP/Schedule Proposal Form 4 – Bid Bond

ATTACHMENT C – Design-Build Agreement

ATTACHMENT D – Design Criteria Package

1. INTRODUCTION

1.1 Purpose and Definitions

Through the issuance of this Request for Proposals (RFP), City of Tarpon Springs (the City) is hereby soliciting sealed Proposals from Design-Build firms for the Sponge Docks Gateway Sign Design-Build Project (the Project). This delivery approach anticipates that proposing teams of professionals and contractors are contracted by a single entity, referred to herein as the “Design-Builder,” to provide the design, permitting, and construction of the project, through completion.

The intent in developing this RFP is to encourage the Proposers to provide the best solution for the Project consistent with the Project goals and requirements as defined in this RFP. Proposers should carefully review this RFP to develop a clear understanding of the Project’s needs, objectives, work scope, and requirements.

In accordance with Florida Statutes § 287.055(2)(h), a “design-build firm” means a partnership, corporation, or other legal entity that is certified under Florida Statutes § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent or is certified under Florida Statutes § 471.023 to practice or to offer to practice engineering; certified under § 481.219 to practice or to offer to practice architecture; or certified under Florida Statutes § 481.319 to practice or to offer to practice landscape architecture.

The following definitions shall apply to terms used throughout this document:

“City” means the City of Tarpon Springs and/or its employees.

“Design-Builder” means the Design-Build firm contracted to provide the services required to complete the Project.

“Design Criteria Professional” means the City’s representative during design and construction of the Project.

“Engineer-of-Record” means the professional engineer(s) certified under Florida Statutes § 471.023 to practice or to offer to practice engineering and contracted by the Design-Builder to provide the engineering services required by the Project.

1.2 General

The City is seeking proposals from professional design build teams to provide all labor, materials, and provisions necessary to produce a conceptual design, final design, construction documents, and to construct a new Sponge Docks Gateway Sign, to be located on Dodecanese Boulevard, between Arfaras Boulevard and west of the right of way line of North Pinellas Avenue, map location contained in Attachment D, of this RFP.

The process will include public involvement from which those with a local interest will have the opportunity to provide their input into the Sponge Docks Gateway Sign. Additional meetings, as deemed necessary, will be held with City staff. The Selected Respondent/Proposer(s) will perform design development and prepare construction documents, obtain required permits and construct the sign.

1.3 Design Criteria Professional

The City has designated the Project Administration Department as the Design Criteria Professionals for this Project, and will assist the City with evaluating overall compliance with the Design Criteria Package (DCP) and with project oversight, design reviews, construction documentation review, and start-up assistance.

The DCP describes the scope and minimum required standards and quality for design and construction of the project. The DCP provides only a conceptual-level layout of the project and in no way represents documents to be used for final construction. The DCP has not undergone regulatory review and it does not include all the details necessary to identify all materials and items to construct the project. It will be the Design-Builder's responsibility to develop complete construction documents with all necessary details commensurate with the scope and quality indicated in the DCP, to meet all regulatory requirements and provide a complete and properly functioning system. Each Proposer shall certify on a Certification Form, provided herein as Technical Proposal Form 1, that the Proposer acknowledges, understands and agrees that the DCP and other project information provided do not constitute construction documents and do not reflect all of the design, permitting, regulatory, and construction requirements for the project, and that, notwithstanding the above, these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.

Proposers are advised that in no event shall a Proposer's team include any employee of the Design Criteria Professionals (nor any officer or employee of the City of Tarpon Springs) as part of its team for the Project. All communications with the City or Design Criteria Professionals regarding this procurement shall be in accordance with this RFP.

1.4 Procurement Overview and Objectives

By utilizing a design-build project delivery approach, the City expects to secure substantial benefits. These expected benefits include efficient and cost-effective design, construction and operation, optimal risk allocation, competitive design selection, and clear assignment of performance responsibilities to a single contracting entity. Other expected benefits include the full and appropriately balanced integration of key design, construction, and quality assurance/quality control (QA/QC) personnel in all aspects of the Project development.

The City's project objectives are to ensure:

- An overall positive outcome and experience for all involved entities.
- Environmental protection through compliance with all regulatory requirements.
- Project completion on schedule.
- A safe project construction and operating environment.
- Good neighbor attributes in terms of mitigating noise, vibration, dust, odors, traffic, and lighting impacts to adjacent properties.
- Efficient and cost-effective design, permitting, and construction.
- A high degree of coordination between the design, permitting, and construction elements.

The City desires to optimize creativity, cost-competitiveness, and efficient delivery in the design-build process and will therefore provide some flexibility to Design-Builders with respect to the DCP. Nevertheless, it is critical that proposed materials and designs have been proven to meet the requirements of this RFP. The proposed design will be subject to all required regulatory approvals.

It is the City's intent to establish a working partnership among all Project participants - City staff, the Design Criteria Professionals, and the Design-Builder.

1.5 Scope of Services Summary

To achieve the optimal benefit from this process, the City prefers that the Design-Builder's team be one that is truly integrated with a genuine, collaborative philosophy. Such a team would integrate the two prime roles of designer and builder. These prime roles would be integrated in a manner that supports collaboration and high performing team concepts. This team structure should share risk and reward, contain proper incentives, and allow for the routine conflict resolution of the issues that typically arise among these two prime roles.

The Design-Builder shall provide the City with the following integrated design-build services:

- Overall Project Coordination:
 - Leadership, advance planning, coordination and communications with internal and external entities.
 - Input, information and problem/complaint resolution during both design and construction of the Project.
 - Coordination and integration with other current and planned City projects.
- Design & Permitting:
 - Design of the Sponge Docks Gateway Sign, including all engineering investigations and studies as necessary to ensure proper design and construction.
 - Constructability reviews, critical path schedule reviews, and risk identification and mitigation planning at key milestones during design.
 - Early release of design packages for any long-lead procurement items.
 - Comprehensive permitting of all elements of the project.
- Construction:
 - Construction management, advance planning, and administration.
 - Completion of final as-builts and record drawings.
 - Other requirements as mandated by the Agreement.

In providing these services, the Design-Builder shall at all times comply with the following:

- Design criteria and performance standards outlined in the DCP.
- Design review/approval processes as detailed in this RFP.
- County, City, and local industry design and construction standards.

1.6 Background Documents

In preparing Proposals, Proposers shall rely upon the RFP for the City's definitive statement of Project goals and objectives. Furthermore, by submitting a Proposal, each Proposer is deemed to have certified that it has read and understands the disclaimer for the background documents as stated below:

The background documents provided in Attachment D are solely for the Design-Builder's informational purposes, and the documents therein shall not be considered an appropriate or

exhaustive list of information necessary to meet all obligations under the Agreement. The recommendations, conclusions, findings, analyses, results, or views expressed in the background documents have not been approved or endorsed by the City, and accordingly should not be construed as representing City policy.

The City neither makes any representation nor warranty with respect to, nor assumes any responsibility for the appropriateness, completeness, or the accuracy of, the background documents. Proposers are solely responsible for conducting their own independent research and due diligence for the preparation of their Proposals and the subsequent delivery of services under the Agreement. No information derived from any part of the background documents, the RFP, or from the City, or any of its agents, employees, contractors, Design Criteria Professionals, or consultants, shall relieve the Design-Builder from any risk or from fulfilling all terms of the Agreement.

1.7 Accuracy of RFP and Related Documents

Should a Proposer find discrepancies in, or omissions from, this RFP and its related documents, the Proposer shall immediately notify the City as noted in Section 3. If necessary, addenda and/or clarifications will be posted on the same web site from which you obtained this RFP. Every Proposer requesting a clarification of this RFP will be responsible for communicating such requests in conformance with the requirements of Section 3.

The City considers any information that it may have released either verbally or in writing (other than such written information that was released as part of the formal procurement process) to be unofficial and therefore will not guarantee its relevance or validity.

1.8 Independent Investigation

Proposers are solely responsible for conducting their own independent research and due diligence in the preparation of Proposals and the subsequent delivery of services under the Agreement. The Agreement requires the Design-Builder to agree that the Project Area is acceptable and suitable for the construction of the project elements, and to assume the risk of subsurface geotechnical conditions at the Project Site that may affect the Project as defined in the Agreement. Proposers, therefore, are advised to make all necessary inspections and visits to the Project Site and to review all available and relevant data and information, prior to the submittal of their Proposals, which are necessary in their judgment to undertake the Project.

Attachment D of this RFP includes limited, preliminary geotechnical investigations performed by, or on behalf of, the City at the Project Site. Each Proposer is encouraged to make any additional geotechnical investigations appropriate to its Proposal and the terms and conditions in the Agreement. Proposers may arrange for Project Site visits and investigations using communications protocols outlined in Sections 2.14 and 2.19.1.

1.9 City Responsibility to Maintain Confidentiality

All Proposals received in response to this RFP shall be subject to all public domain requirements. The City of Tarpon Springs 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 City.

IF THE PROPOSER(S) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT:
CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US

All Proposals and related materials received from Proposers in response to the procurement documents will become the property of the City and will not be returned.

Proposers, by submitting their Proposals, expressly acknowledge and agree that the City will not be responsible or liable in any way for any losses that the Proposers may suffer from disclosure of information or materials to third parties.

1.10 Trade Secrets

The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and Florida Statutes § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, **prior to the submission of their materials** to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's legal counsel disagrees with the designation, procurement staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

1.11 E-Verify

In accordance with Section 448.095, Florida Statutes, the awardee/Contractor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Awardee/Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Awardee/Contractor enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor shall maintain a copy of such affidavit for the duration of the award/contract. If the City has a good faith belief that the Awardee/Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Awardee/Contractor, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor is liable for any additional costs incurred by the City as a result of the termination of the award/contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor has otherwise complied with the law, the City shall promptly notify the Awardee/Contractor and order the Awardee/Contractor to immediately terminate the award/contract with the subcontractor.

2. PROJECT SPECIFIC INFORMATION

The City is soliciting Proposals to perform the work required by the Agreement for the design, permitting, and construction of the Sponge Docks Gateway Sign Design Build Project.

2.1 Project Location

The Project site is located on Dodecanese Boulevard, between Arfaras Boulevard and west of the right of way line of North Pinellas Avenue.

2.2 General Requirements

The design shall meet all regulations and specifications that are enforceable, promulgated, or formally proposed as of the date Proposals are received. All work pursuant to the Agreement shall

meet or exceed requirements of all applicable regulations and the performance standards specified in the Agreement.

The City has established general design parameters in the DCP. To the extent practical, the City has not identified specific design parameters and features so as to allow maximum flexibility for the Design-Builders to provide maximum innovation and ingenuity.

The Design-Builder and its Subcontractors, as appropriate, are required to comply with all applicable Federal, State, and County statutes, ordinances, and regulations as well as all registration, licensing, and certification requirements imposed by the City and any other governmental agency with jurisdiction over any aspect of the design-build Work.

2.3 Project Schedule

The Design-Builder selected by the City shall be required to substantially complete the Work included in this project within 365 days from the written Notice to Proceed date, with Final Completion of all Work included in the Agreement being done within 395 days from the written Notice to Proceed date. Time is of the essence for the completion of said Work after the issuance of the Notice to Proceed. Failure by the Design-Builder to complete the required Work by these milestone dates shall entitle the City to deduct from the Guaranteed Maximum Price (less any remaining Contingency and Allowances) "Liquidated Damages" per calendar day of delay as described in the Design-Build Agreement (Attachment C). Notices to Proceed will depend on contract approval by the City Board of Commissioners and the Design-Builder meeting its pre-Notice to Proceed contract obligations.

2.4 Project Budget

Budget and schedule are of prime importance in this project. Award of the Design-Build Agreement is subject to the availability of funds. Total fee for this project, including design, permitting, and construction and all other fees and items necessary for a complete and finished gateway sign is a Guaranteed Maximum Price (GMP) of \$250,000.00. Additional funds are not available beyond this amount, and the respondent must be able to complete all tasks described within this RFP for no more than this amount. If the GMP exceeds the available funds, then, at the City's option, an Agreement for the Design-Build Services may not be awarded.

2.5 Ownership

The City will be responsible for ownership of the newly constructed gateway sign after final acceptance of construction and record drawings by the City.

2.6 Design-Builder Payments

The Design-Builder will be paid a Guaranteed Maximum Price for the design, permitting, construction, completion and acceptance of the Project. A Schedule of Values acceptable to the City will be used as a basis for payments including design, construction, and acceptance testing.

2.7 Geotechnical Investigations

Limited geotechnical investigations for the Project have been completed and are included in Attachment D to this document.

Proposer may, at their own expense, conduct additional geotechnical investigations at the Project site as needed to develop the Guaranteed Maximum Price.

The Design-Builder shall be responsible to develop and/or obtain any additional geotechnical investigations, as necessary, to ensure proper design, construction and operation of the project.

2.8 Permitting

The Design-Builder shall be responsible for identifying, preparing applications for, obtaining, and maintaining all necessary documentation, approvals, certifications, and permits required. The Design Builder will be responsible for payment of all permit fees outside of the City of Tarpon Springs, the city will be liable for the cost and expense of permits within the City limits.

As noted below, Proposers are solely responsible for determining all governmental approvals that are necessary for the Project. Where required by applicable law, or requested by the City, governmental approvals will be applied for and obtained in the name of the City.

2.8.1 Assumption of Permitting Risk for Work

Subject to the City's review rights under the Agreement, the Design-Builder shall be responsible for making all applications and taking all other actions to obtain and maintain all governmental approvals necessary to perform and complete the design-build work. Proposers are advised that the Design-Builder is required to assume the risk of obtaining and maintaining all such governmental approvals and pay all associated fees.

2.8.2 Contact with Regulatory Agencies

Proposers are encouraged to contact and meet with City Building Permit officials, and any other regulatory agencies with respect to any matters relating to approvals that may be required for this Project or for the preparation of their Proposals. All communications with the City during the proposal period shall be in accordance with applicable Sections of this RFP.

2.8.3 City Assistance in Permitting Process

The City has an interest in the ability of the Design- Builder to successfully obtain the necessary governmental approvals for the project. The City will review and comment on permit applications and supporting materials submitted by the Design-Builder in the permitting processes. In no event, however, shall the City's assistance to the Design-Builder release the Design-Builder from its obligation to obtain all governmental approvals necessary to design and construct the Project.

2.9 Agreement

The form of Agreement and General Conditions contained in this RFP set forth the detailed risks, responsibilities, and obligations of the Design-Builder and the City in performing the Project. While the City intends for these documents to form the basis of its eventual contract with the winning Design-Builder, Proposers are permitted to ask questions concerning these documents during the addendum period. However, addendum responses will not constitute amendments to these documents and any such changes must be agreed upon during final negotiations and will only be effective if made in writing.

Proposers are further advised that no information derived from the City or any of its agents, employees, Design Criteria Professionals, or consultants, shall relieve the Design-Builder from any risk or from fulfilling all terms and conditions of the executed Agreement.

2.10 Insurance Requirements

The Design-Builder shall be required to obtain and maintain all insurance coverages required by the City. While the City's risk management staff have determined that the Project will require the following minimum insurance requirements, additional policy types and/or revised coverage limits may be required by the City during the negotiation phase of this procurement if the City's review of the specific successful proposal and supplemental risk management input so require.

2.10.1 General

Prior to the time the Design-Builder is entitled to commence any part of the project work under this contract, as evidenced by the City's issuance of a Notice to Proceed, the Design-Builder shall procure, at its/his/her/their own expense, and maintain for the term of the Contract (or extension), insurance coverage obtained and written in the State of Florida of the types and amounts set forth below. Said insurance shall be evidenced by delivery to the Administrative Services Department of the City of Tarpon Springs, a Certificate of Insurance executed on a standard ACORD form, listing all coverages and limits, expirations dates and terms of policies, and all endorsements, whether or not required by the City.

2.10.2 Professional Liability Insurance

Professional liability insurance with minimum limits of \$1,000,000 per occurrence applicable to the City project and requiring notice to the City at least thirty (30) days prior to cancellation or restriction of coverage. Coverage shall be afforded on a form acceptable to the City. The Design-Builder shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.

2.10.3 Worker's Compensation and Employer's Liability

- a.) The Design-Builder must meet minimum statutory limits and comply with Worker's Compensation laws in the State of Florida. Employer's liability insurance must be with minimum limits of \$1,000,000 for each employee, accident, and disease. Awarded Firm shall ensure that all subcontractors comply with this requirement (and in not doing so, assumes liability for same).
- b.) The Design-Builder shall, at all times, indemnify and hold harmless the City of and from all claims for Worker's Compensation which may be made by any employees of the Design-Builder or by any of the employees of any Subcontractor(s) to whom the Design-Builder may have let the performance of any part of the work embraced by this Contract. The Design-Builder shall also appear for and defend the City against any and all such claims.

2.10.4 Commercial General Liability

This insurance includes Premises/Operations, Contractual Liability, Independent contractors, Broad Form Property damage, and any Personal Injury, death, bodily injury that could arise directly or indirectly from the performance of this contract. The minimum amount of coverage shall be \$1,000,000 Combined Single Limit for Bodily Injury and/or Property Damage Liability, or \$1,000,000 each occurrence/\$1,000,000 annual aggregate.

2.10.5 Comprehensive Auto Liability

This insurance includes all owned, leased, hired and non-owned vehicles with minimum limits of \$1,000,000 each occurrence combined single limit or \$1,000,000 each occurrence general aggregate for Bodily injury and Property Damage Liability.

2.10.6 Other Conditions

- a.) The City of Tarpon Springs must be named as additionally insured on all applicable policies, as determined by the Administrative Services Department for the City. Certificates of Insurance covering all aforementioned insurance requirements must be submitted prior to receiving the Notice to Proceed and must be maintained on file with the City during the life of the project, or the contract period, whichever is longer during the term of the Contract.
- b.) Thirty-day (30) Notice must be provided to the City in the event of any insurance cancellation that would affect the interests of the City.
- c.) The Design-Builder shall be responsible for securing Certificates of Insurance from all subcontractors and engineering firms who are engaged in the Project. Any deficiency in the coverage or policy limits of any subcontractor(s) and engineering firms will be the sole responsibility of the Design-Builder to remedy.
- d.) The City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Design-Builder, subcontractors or others involved in the performance of the work under contract.

2.11 Performance and Payment Bonds

A Performance Bond issued in a sum equal to one hundred percent (100%) of the total contract price issued by a surety company considered satisfactory by the City and authorized to transact business in the State of Florida shall be required from the successful Proposer for the purposes of insuring the faithful performance of the obligations imposed by the resulting contract.

A Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the City and authorized to transact business in the State of Florida shall be required from the successful Proposer for purposes of protecting City from lawsuits for non-payment of debts as might be incurred during the successful Proposer's performance under such contract.

The Performance and Payment Bonds shall be in the form and contain the content set forth in Florida Statutes §255.05 and shall be recorded in the public records of Pinellas County and filed with the City prior to commencement of the Work.

In lieu of the bonds required by this section, the successful Proposer may file with the City an alternative form of security which shall be in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit or a security of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by this section. The determination of the value and acceptability of such alternative forms of security shall be made by the City.

The successful Proposer shall cause each such bond (or acceptable alternative) to be in an amount equal to 100% of the contract price, as said price may be adjusted from time to time by an appropriate Change Order. Additionally, pursuant to Florida Statutes §255.05(1)(g)2, the contract price expressly includes the cost of design and other non-construction services and said bonds shall be conditioned on the performance of such services or payment to persons furnishing such services.

The bonds shall be executed by the successful Proposer and a surety authorized to do business as a surety in Florida and who is otherwise acceptable to the City. Prior to commencing work, it

shall be the successful Proposer's responsibility to record in the Public Records of the City the executed Performance Bond and Payment Bond.

2.12 Partnerships/Corporations/Agents/Certifications

When a Proposer is a partnership or joint venture, the Proposal shall be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. All existing written underlying partnership or joint venture agreements and associated certificate of status from State of Florida Secretary of State shall be included as part of the proposal.

When a corporation is a Proposer, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office. The Proposal shall also bear the seal of the corporation.

Anyone signing the Proposal as officer or agent must file with the Proposal legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status or other evidence from the Florida Department of State.

The person(s) signing each Proposal shall certify under oath on the attached Proposer Certification and Warranty (GMP/Schedule Proposal Form 3 in Attachment B of this document) that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the Selection Committee will rely in part on such certification in selecting the short-listed firms.

2.13 Assignment or Transfer

The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of City of Tarpon Springs. City of Tarpon Springs has sole discretion whether or not to consent to any contemplated assignment.

2.14 Requests for Information/Clarification

No interpretation of any meaning of this RFP or any portion thereof, will be made to, or if made, be relied upon by any Proposer except as expressly noted herein.

Any firm requesting additional information, interpretation, and/or clarifications relating to this project shall make written request by email to jlewis@ctsfl.us or by mail addressed to:

City of Tarpon Springs
Procurement Services Department
324 East Pine Street
Tarpon Springs, Florida 34689

Requests should be made, in writing. Requests may be transmitted by US Mail or E-mail; provided, however, that Proposer shall be responsible for confirming receipt of any such transmission. Any and all such interpretations and any supplemental instructions or answers to questions received will be published via written addendum and made part of the final contract documents. Failure of any Proposer to acknowledge any addendum or interpretation shall not relieve said Proposer from any obligation imposed in such addendum or interpretation. All addenda or interpretations so issued shall become part of the requirements of this RFP.

2.15 Anti-Lobbying

Lobbying, as defined below, is prohibited on all City competitive selection processes and purchasing contract/agreement awards including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts/agreements 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/agreement 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 City attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Effective as of the date the solicitation document is issued/published, Lobbying of evaluation committee members, City government employees, elected/ appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts/agreements, 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. This prohibition expressly includes sending email or text messages to the above-noted officials/employees, as well as telephonic or in person communications, including the making of statements at City Board of Commissioners meetings. This prohibition shall be in place until either the City Board of Commissioners approves an award or, for agreements not approved by Council, until the date the City's procurement staff publishes its intent to award, or until the procurement process is otherwise concluded with no award made. All bidders/proposers are cautioned that any confirmed lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the immediate disqualification of the bidder/proposer from further participation in the solicitation process and rejection of any submitted proposal, quotation, statement of qualification, bid or contract/agreement.

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/agreement award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract/agreement through direct or indirect oral or written communication. The final award of a purchasing contract/agreement shall be the effective date of the purchasing contract/agreement. However, a Proposer's proper use of any available protest procedure set forth in the City Code or administrative rules, as well as a Proposer's making an oral presentation at the invitation of the City's Evaluation Committee, shall not constitute Lobbying.

2.16 Public Entity Crimes Statement; Ethics Law Compliance

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, offer, or proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Additionally, pursuant to City policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The City may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offer, or Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, or proposal.

A sworn statement, in accordance with Florida Statutes § 287.133(3)(a), on Public Entity Crimes, must be completed and submitted with a Proposal. This form is provided herein with Attachment B as GMP/Schedule Proposal Form 3.

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, the City of Tarpon Springs.

By submitting a proposal, the Proposer represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, the City.

2.17 Partnering

The City intends to encourage the foundation of a cohesive partnership with the Design-Builder. The term "partnering", and any reference to partnership is merely meant to set the tone of the relationship between the parties and does not imply any rights or obligations normally associated therewith. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient performance of the Agreement, intended to achieve completion within the GMP, the Contract Time, and in accordance with Final Construction Documents and Agreement.

2.18 PRE-PROPOSAL PROCESS

2.18.1 Pre-Proposal Meeting/Site Visit

The City plans to conduct a Pre-Proposal Meeting prior to the Proposal due date. The purpose of this meeting will be to provide the City and the Design-Builders with an opportunity to review the RFP so that the City's goals and requirements can be clarified. This meeting will overview the project status and provide an opportunity for the Proposers to ask questions regarding the project. The City encourages all Proposers to attend the Pre-Proposal Meeting, however attendance is not mandatory, and failure to attend will not result in automatic rejection of a Proposal. Questions and requests for clarifications shall be submitted as specified in Section 2.15 of this RFP. The City plans to prepare addenda, as needed, to clarify the RFP in response to any Proposer's questions or comments received through the Pre-Proposal Meeting.

The non-mandatory Pre-Proposal Meeting is scheduled for April 22, 2021 at 10:00 AM EST. The meeting will be held via electronic capabilities, ZOOM, at which time the requirements for the will be discussed. **RSVP** – by April 20, 3:00 p.m., to jlewis@ctsfl.us for zoom link.

2.18.2 Proposal Submittal

Proposers shall submit Proposals meeting the requirements detailed in Section 3 of this RFP. The Proposer shall base its Proposal, including its GMP/Schedule Proposal, on the RFP (and all attachments) as revised by any Addenda.

It is each Proposer's own responsibility to ensure that its Proposal is received by the City on or before the time and date specified. Under no circumstances will Proposals delivered after the delivery time specified be considered.

2.18.3 Limitation on Withdrawal of Proposals

All Design-Builders responding to this RFP are required to execute a Proposer Certification and Warranty (Attachment A, Form 3) and to post a Proposal Bond (Attachment B, Form 2) or other security as described in Article 2.9 with their Proposal. In consideration of the City's agreement to consider its Proposal, each Proposer must agree that its Proposal shall be valid for a minimum period of ninety (90) calendar days after the Proposal Opening Date. Thereafter, the Proposal and Proposal Security shall continue in full force and effect until thirty (30) days following the Proposer's written notice to the City of its intent to withdraw its Proposal.

2.18.4 Communications Protocol

The City is committed to a fair, open process for interested parties to receive information about the Project and the competitive procurement process that the City is utilizing for selection of a Design-Builder and award of the Agreement. Proposers shall comply with the Anti-Lobbying provisions of Sections 2.14 and 2.16 of this RFP.

2.19 Rights and Options of the City

This RFP constitutes an invitation to Proposers to submit Proposals to the City. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of a Recommended Proposer and a Successful Proposer. Without limitation and in addition to other rights reserved by the City in this RFP, the City reserves and holds, at its sole discretion, the following rights and options.

- To supplement, amend, or otherwise modify this RFP, including the Proposal Forms and the Agreement.
- To receive written questions concerning this RFP from Proposer and to provide such questions, and City responses, to all Proposers.
- To require additional information from one or more Proposer to supplement or clarify the Proposals submitted.
- To conduct further investigations with respect to the qualifications and experience of each Proposer.
- To visit and examine any of the facilities and projects referenced in the Proposal and others designed and/or built by the Proposer to observe and inspect such facilities/projects and their operations.
- To waive any immaterial defect or technicality in any Proposal received.
- To eliminate any Proposer that submits a nonconforming, nonresponsive, incomplete, inadequate, or conditional Proposal.
- To reject any or all Proposals.
- To cancel this RFP in whole or in part with or without substitution of another RFP if such cancellation is determined to be in the best interest of the City.
- To select and enter into an Agreement with the Proposer approved by the City Board of Commissioners.

- To decide on the most appropriate method for Project implementation, this may include discontinuation of this procurement process and development of the Project via another process selected by the City.

No Proposer is guaranteed the award of an Agreement or any work as a result of being favorably ranked for this project. Any changes made to this Request for Proposal shall be posted for all prospective Proposers on Demandstar.com. It shall be the responsibility of the Proposer to assure itself that it has received all addenda prior to submitting its proposal.

2.20 Addenda or Amendments to this RFP

Any addenda to this RFP will be in writing, numbered consecutively and will be published online. These addenda will be issued by the City and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of all addenda at the time of the Proposal. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to such response.

3. PROPOSAL REQUIREMENTS

3.1 Overview of Proposal Submittal Requirements

Proposers shall submit a fully developed Proposal in accordance with the instructions provided in this section of the RFP. In addition to text discussions, Proposers shall submit design drawings, diagrams, and the Proposal Forms included with this RFP. Text discussions should include references to the design drawings, diagrams, and Proposal Forms.

Proposers shall provide the information requested in this RFP in accordance with the format and content requirements outlined below. Failure of the Proposer to provide all of the requested information in the requested format may result in the City, at its sole discretion, determining that the Proposal is non-responsive to the requirements of the RFP.

3.1.1 Proposal Deadline and Address for Submittal

Proposals shall be submitted on or before **3:00 PM, EST time Wednesday, May 12, 2021**. Proposals and modifications received after the date and time of the submittal deadline will not be considered. In addition, late proposals will not be accepted, will be rejected, and will be returned. Sealed Proposals shall be addressed and submitted as follows:

Proposals submitted shall be delivered in person, by messenger, or by U.S. Mail to:

Physical Address

City of Tarpon Springs
Procurement Services
324 E. Pine Street
2nd Floor
Tarpon Springs, FL 34689

Mailing Address

City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004

3.1.2 Number of Copies and Packaging of Proposal

If you elect to respond to this Request for Proposals, provide one (1) original and one (1) USB Flash Drive copy of your proposal to this office by the date indicated. Copies submitted with the original shall be executed by the proposer who will be responsible for their correctness. All blank spaces must be completed in ink or typed, with the amounts extended and totaled. Proposals

must be enclosed in sealed envelopes and affixed with the provided proposal label (page 2 of this document) and received at or before the specified time of opening as designated in the RFP. It is the proposer's responsibility to assure that his proposal is delivered to the Administrative Services Department by the proper time indicated by the RFP. Faxed or E-mailed proposals will not be considered. Any erasures or corrections to the Proposal must be initialed in ink. Proposals shall be signed in ink. All prices shall be printed/typed or filled in with ink. Failure to follow the procedures outlined in this RFP document is cause for rejection of proposal or could result in a reduction of overall score for lack of completeness.

3.1.3 Proposal Format

The Proposer shall provide information in accordance with the format requirements set forth in this Section. Proposal information shall be provided and individually tabbed in the following sections:

- Tab 1.0 – Project Team Qualifications and Experience (20-page limit)
- Tab 2.0 – Project Team Technical Approach (15-page limit)
- Tab 3.0 – Schedule Narrative and Critical Path Schedule (3-page limit)
- Tab 4.0 – Financial Capability and Responsibility (3-page limit)
- Tab 5.0 – Safety Forms
- Sealed GMP Proposal – Attachment B* and Bid Bond

The transmittal letter, resumes and forms (including Bid Bond) included in this RFP are not included in the page limitations of the proposal sections listed above.

*The GMP Proposal and Bid Bond, included at Attachment B to this RFP, **MUST BE SEALED WITHIN A SEPARATE ENVELOPE** and included with the Proposal submission. This information will not be opened and reviewed until after the Evaluation Committee has created a short list of firms based on qualifications. Only the short-listed firm's GMP Proposals will be opened, and only after an initial, qualifications-based ranking has been determined.

Proposers are encouraged to reduce the repetition of identical information within several sections of the Proposal by making appropriate and specific cross-references to other sections of their Proposal.

Narrative pages shall be 8-½ inches by 11 inches, printed on one side only, and shall be bound into the volume. The critical path schedule may be on 11-inch by 17-inch paper. Each Tab indicated above must be clearly labeled. All descriptive text on diagrams and figures must be easily readable. A clear and concise presentation of information is encouraged within the size limitations established for the Proposal. Proposals shall be in the English language and shall use English units of measurement. Proposers shall incorporate graphics (e.g., administrative diagrams, charts, process flow diagrams and drawings) as necessary to clearly present their Proposals. Preliminary Drawings are to be submitted in 11- inch by 17-inch format. Sales brochures are not desired unless directly related to the Proposal and referenced in the text. Audiovisual materials will not be accepted unless in response to a specific City request.

PROPOSALS ARE NOT TO INCLUDE THE USE OF THE CITY SEAL, AS THIS IS DESIGNATED FOR OFFICIAL CITY USE ONLY.

3.2 Proposal Content & Detail

The Proposer shall provide the appropriate information in accordance with the content requirements set forth in this RFP.

Proposers are advised that, if selected, as part of the contract preparation phase, all or portions of the information contained in the Successful Proposer's Proposal may be included or integrated in the Agreement as necessary. The City reserves the right to include (or exclude) any information submitted in the Proposal in the final Agreement.

As allowed for in the DCP, Proposers are encouraged to propose alternative solutions to accomplish the Project.

3.2.1 Proposal Transmittal Letter

Together with its Proposal, the City must receive one original, fully executed Proposal Transmittal Letter from the Proposer acknowledging, among other things, that the Proposer has completely reviewed, understands, and agrees to be bound by the requirements of this RFP including all addenda. The transmittal letter shall list the principal contact person for the Proposer, their phone number, email address, and street address, should the City need to request additional information, clarifications, and/or schedule presentation/interviews.

The Proposal Transmittal Letter shall be executed by a representative of the Proposer who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal. If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners. If the Proposer is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. Anyone signing the Proposal as an agent shall file with it legal evidence of his or her authority to execute such Proposal.

Following the Proposal Transmittal Letter, the Proposer shall include an executed Technical Proposal Form 1: Proposer Certification and Warranty Form, provided in Attachment A, with the Acknowledgement of Proposer, if applicable.

3.2.2 TAB 1.0 – Project Team Qualifications and Experience (Maximum Page Limit – 20 Pages, not including resumes and forms)

3.2.2.1 Project Team Qualifications & Experience

The Proposal shall include a description of the Proposer's team (i.e., the form of business structure - corporation, partnership or joint venture, etc.) that is proposed and will serve as the contracting party. A project organization chart is required. If the Proposer is a partnership or a joint venture, all members of the Proposer's team shall be listed. The Proposal shall identify the portions of the Project that will be undertaken directly by the Proposer and what portions of the Project will be subcontracted and to which firms. Any subconsultant or subcontractor performing Work equivalent to 10% or more of the total GMP shall be listed.

The Proposer shall also identify any other entity, including without limitation, any corporation, partnership, firm, joint venture, or individual to which the Proposer intends to assign material responsibilities under the Agreement. The Proposal shall also identify the parties that will undertake the roles of design, permitting and construction of the project, design quality assurance and quality control, construction management, and construction quality assurance and quality control for the Project.

The history, ownership, organization, and background of the Proposer shall be provided. If the Proposer is a partnership or a joint venture, the required information shall be submitted for each member thereof. If the Proposer or a joint venture member is a subsidiary of a parent company, the Proposer shall state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to the RFP, the reasons for this action shall be fully disclosed.

Proposers shall demonstrate their ability to undertake the Project by providing their technical experience and qualifications, and those of its subcontractors and any additional team members with key experience related to the Project, and individual team members related to the design, construction, acceptance, and obtaining approvals for the Project.

Minimum Qualifications Experience

Proposers shall clearly indicate that the proposed team satisfies the following minimum qualifications:

The respondent and/or team must have extensive experience in the design and construction of publicly built reinforced signage. Identify the respondent's and/or team's experience with publicly bid signage projects, as follows:

1. Describe five (5) public signage projects, where the design builder or firm completed the design and construction of the sign within the last ten (10) years, including three (3) in the State of Florida; Each project shall have contained such critical features as smooth flowing transitional areas, superior concrete finish work, and a structural design that can withstand state wind load regulations.
2. Describe those projects which best characterize capabilities, work quality and cost control measures, and;
3. Provide photographs of the described signage projects.

Five (5) designs must have included the completion of construction drawings, technical specifications, and construction estimates that led to a publicly constructed project.

Reference information may be provided as part of the project descriptions required by paragraph 3.2.2.5 below.

3.2.2.2 Organization Chart and Project Staff

An organizational chart shall be provided delineating personnel assigned for design, permitting, construction, and other key requirements outlined in this proposal. Project staff shall be shown on the organization chart including name of individual and their role. The Project Officer shall be identified on the organizational chart. A minimum of one representative for each separate firm or subcontractor included on the Proposer's team shall be included on the organizational chart and in the technical forms below.

Indicate which services will be provided by Proposer or by subconsultant firm. Attach resumes for personnel of the Project Team, detailing qualifications and past experience as it relates to similar types and sizes of projects. Information shall include name of individual, list of past relevant projects identifying owner and where the

individual will be located during the project. All professionals of record shall be included.

3.2.2.3 Technical Proposal Form 2: Key Project Staff Experience / Commitment

This form shall be completed for each staff member shown on the organization chart as noted above including the following roles at a minimum. If one individual fills multiple roles, please clearly note as such, and ensure that information pertaining to that role is clearly noted. Each form may be accompanied by a two (2) page maximum resume for each individual: Pages for the Technical Proposal Form 2 are in Attachment A of this proposal and will not be counted in the maximum page limit (20 pages) of this section

- Project Officer
- Design-Build Project Team Leader
- Design Engineer(s) of Record
- Construction Manager
- Project Site Superintendent
- Primary Subcontractor(s) Superintendent, if applicable
- Quality Control/Assurance Manager

3.2.2.4 Technical Proposal Form 3: Project Team License List

The Proposer shall demonstrate minimum compliance with the design-build requirements of Florida Statute 287.055 and provide evidence that the Proposer's design member has a current registration to do business in the State of Florida as a professional engineering firm. The Proposer or Proposer's construction member must demonstrate possession of a current Florida State Certified General Contractors License from the Florida Construction Industry Licensing Board and currently registered and active with the appropriate authorities. Such license must be valid and active throughout the life of this project.

3.2.2.5 Similar Project Experience

Provide specific information on projects completed by the Proposer and the Proposer's team members of similar size and complexity as this project. At least two (2) of the projects shall be Design-Build projects. Indicate which projects were completed by the Design-Builder or other team members. Information for each project shall include the following:

- Name of Project.
- Location/Address of Project.
- Project Owner.
- Proposer's role.
- Reference Contact name, title, phone number and email address.
- Date construction was completed.
- Construction Cost. If the cost is for limited portions of the project, describe the items included in the cost.
- Project description.

- Proposed team members involved in the project.

Information provided for these projects can be used to satisfy the information required under paragraph 3.2.2.1, Minimum Qualifications, above.

3.2.3 TAB 2.0 - Project Team Technical Approach (Maximum Page Limit – 15 Pages, not including Preliminary Drawings)

3.2.3.1 Approach Narrative

This tab shall present the technical approach the Proposer plans to implement the Project. The Proposal shall be in sufficient detail so that the City can ascertain the Proposer's level of understanding of the concepts of design-build project delivery and ability to comply with the Design Requirements. Proposers shall provide an explanation of the rationale behind the proposed design approach, including descriptions of the benefits of the proposed design approach in narrative of this tab.

The Proposer shall provide a clear and detailed description of the Project. All major components shall be described, including all work, schedule, safety, community impacts, and quality control/quality assurance as noted throughout the RFP. The Proposer shall outline the technical elements that shall be included in order to demonstrate compliance with the Design Requirements.

Enhanced technical features that the Proposer feels are innovative and that enhance the value of the proposed Project shall be described in this section of their Proposal. Technical information concepts should transfer to and be reflected clearly in the Preliminary Drawings.

The Proposer shall describe, at a minimum:

- The Project Team's overall interaction within its team structure and the roles and responsibilities of the team members.
- How it will integrate design, permitting, construction, and QA/QC within the proposed organization during all phases of work in order to promote constructability, efficiency, and safety.
- How project activities will be phased, if applicable, to complete design, permitting, and construction within the project schedule.
- Any obstacles evident in the conceptual design presented in this RFP, and how the Project Team will adjust the design and/or construction procedures to resolve them.

3.2.3.2 Preliminary Drawings

Based on the information in this RFP, the Proposer shall provide a maximum of three (3) sketches/plan/figures/renderings, for each concept, no larger than 11"x17" each, to illustrate each conceptual design. These illustrations will not count towards the page maximum and they should not be used as a vehicle for providing additional information. The conceptual design shall specifically address the proposed method for the gateway sign. These conceptual illustrations are intended only to demonstrate the concept. The Preliminary Drawings should clearly reflect the vision of the Proposer for a sound and comprehensive delivery of the project. Drawings should clearly label and illustrate the specifics of the project, including all major components. At a minimum, this tab should include the information described below. Additional drawings may be included as necessary.

- Cover
- Index, Legend and Abbreviations
- Notes
- Demo Plan
- Overall Proposed Sketches
- Preliminary Structural Plans and Sections
- Miscellaneous Details

Plans and layouts shall be to a standard scale. Identify the scale and include dimensions for major features. The Conceptual DCP drawings provided in this RFP are not to be submitted and will not be considered to be in compliance with this section.

3.2.4 TAB 3.0 – Schedule Narrative and Critical Path Schedule
(Maximum Page Limit – 3 pages)

This tab shall contain a detailed schedule narrative and a critical path schedule that provides additional information in support of the proposed project durations indicated on the GMP/Schedule Form 1. A minimum of 15 and not more than 100 activities shall be shown on the Project CPM schedule. The schedule should commence with the Notice to Proceed and extend to Final Completion, including distinct design, permitting, procurement, construction, commissioning, and project closeout. The Proposer should indicate proposed task start and finish dates and key interim milestones. Proposers shall also identify anticipated City actions and suggested City review periods during design.

3.2.5 TAB 4.0 – Financial Capability and Responsibility
(Maximum Page Limit – 3 pages)

This tab shall provide evidence of the ability to satisfy the minimum insurance requirements as described herein. Proposers should summarize their bankruptcy history, ability to receive financing, and provide a brief overview of their financial standing.

Additionally, this tab should describe any litigation the Proposer has been a party to in the last five years where it was alleged that the Proposer breached a contract for similar services and describe any contracts for similar services that the Proposer failed to complete. The facts and status of any such litigation or contract should be described.

This tab should also identify any government or public agency that has debarred or otherwise prohibited the Proposer from responding to competitive solicitations within the last five years, and describe the circumstances surrounding same.

3.2.6 TAB 5.0 – Safety Forms

This tab shall include GMP/Schedule Proposal Form 2: Drug-Free Workplace Certification and GMP/Schedule Proposal Form 3: Public Entity Crimes Statement, as included in Attachment B.

3.2.7 Sealed GMP Proposal

This shall include GMP/Schedule Proposal Form 1, and the Bid Bond found in Attachment B. This completed, signed Form **MUST** be provided in its own sealed envelope. The Sealed GMP Proposal envelope must indicate on its face that it contains the GMP Proposal and Bid Bond and may be submitted within the main sealed box/envelope used to submit Proposals to the City. The Guaranteed Maximum Price shall fully conform with and satisfy the format and content requirements described on the Form.

At minimum, the initial schedule of values for proposal purposes shall be submitted as noted in the GMP/Schedule Proposal Form 1 in Attachment B. Contingency and allowances are the City's, and they shall be utilized in accordance with the Agreement found in Attachment C. Schedule details that support the Guaranteed Schedule will be presented by the Proposer in Tab 3.0.PROPOSAL EVALUATION.

The City endeavors to maintain strict confidentiality and objectivity throughout this procurement process to the extent allowed by law. Thus, Proposers shall in no way attempt to communicate with City staff, City Board of Commissioners, Design Criteria Professionals, and other key project stakeholders except as outlined in Sections 2 and 3 above.

Proposals will be evaluated and scored by committee, per the criteria outlined herein. As part of the evaluation process, the City will also take into consideration the responsiveness and responsibility of the Proposers. The criteria for responsiveness and responsibility are as follows:

Responsiveness: The City will determine whether the Proposal complies with the instructions contained herein, including completeness, submission of all required forms, adherence to response format instructions, compliance with minimum qualifications, etc.

Responsibility: The City will determine whether the Proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance on projects for the City of Tarpon Springs and outside agencies, references (including those found outside the Proposal), compliance with laws (including tax laws), Proposer's record of performance and integrity (including delinquency, unfaithfulness, legal qualification to enter into a contract, financial stability, perceived ability to completely perform as specified, etc.), financial resources, facilities, equipment, and personnel (including that of subcontractors). City staff may also utilize Duns & Bradstreet and/or any generally available industry information. The City will determine whether any failure to supply information, or the quality of the information provided, will result in rejection.

3.3 Selection Committee

The highest-ranking Proposer, with whom the City will enter into negotiations, will be determined by their responses to the evaluation criteria as outlined herein, and as determined by the City's Selection Committee. The Selection Committee will be made up of at least three members.

3.4 Proposal Clarifications

The Selection Committee members will determine if any additional clarifications regarding any and all portions of a Proposal for any of the Proposers are necessary. If additional clarification is deemed necessary, these clarification requests will be submitted to the Proposers in writing. Proposers will have a minimum of five (5) business days to provide a response to the clarification request correspondence.

Proposers are notified that responses to the clarification requests will be considered in the final rankings and may be included in the final Agreement.

3.5 Proposal Evaluations and Ranking

The Selection Committee will evaluate and rank the Proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

	<u>Maximum Points</u>
1 Project Team Qualifications and Experience	55 Points
2 Project Team Technical Approach	25 Points
3 Schedule Proposal	5 Points
4 Financial Capability	Pass/Fail
TOTAL INITIAL POINTS AVAILABLE	85 Points
5 Sealed GMP Proposal	15 Points
TOTAL POINTS AVAILABLE	100 Points

Each criterion and methodology for scoring is further described below.

- Evaluation Criteria No. 1: Project Team Qualifications and Experience (55 Total Points Available) – This criterion measures the Project Team organization, and the level of experience of the Proposer and subconsultant/subcontractor personnel in relation to content and criteria described in Section 3 of this RFP. Measurement of this criteria indicates the City’s confidence in the Proposer’s ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team’s qualifications to successfully complete the project based on the goals established by the City.
- Evaluation Criteria No. 2: Project Team Technical Approach (25 Total Points Available) - This criterion measures the Project Team Approach, Preliminary Drawings, and understanding of the various elements and constraints of the project as described in Section 3 of this RFP. Measurement of this criteria reflects the City’s confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation.
- Evaluation Criteria No. 3: Schedule Proposal (5 Total Points Available) – This criteria is based primarily on the CPM schedule described in Section 3 of this RFP, and measures how well the Project Team has captured and addressed the schedule needs of the project and provided innovative phasing, concurrent activities, and/or construction methods in order to meet the project goals. Measurement will reflect how well the schedule minimizes duration, how well the schedule anticipates and reflects potential issues and milestones, and how well the schedule matches the proposed approach and resources described in Sections 2 and 3 of the Proposal.
- Evaluation Criteria No. 5: GMP Proposal (15 Total Points Available) – The GMP Proposal, provided in Proposal Form 1 in Attachment B, will be scored as follows:

Lowest GMP Proposal ÷ Proposer’s GMP Proposal × 15 Points = Total Points for GMP
The Selection Committee will evaluate each price proposal separately.

The total fee for this project, including, design, permitting, and construction, and all other fees and items necessary for a complete and finished gateway sign cannot exceed the Guaranteed Maximum Price (GMP) of \$250,000.00. Additional funds are not available beyond this amount, and the respondent must be able to complete all tasks described within this RFP for no more than this amount.

3.6 The Selection Committee’s Recommendation

The Selection Committee will meet to initially review and rank the Proposals. The Committee will utilize the Evaluation Criteria described above to obtain this initial ranking and generate a shortlist of firms.

The Sealed GMP Proposal of the shortlisted firms will then be opened and scored to determine a final ranking. As with the development of the initial short list, the Selection Committee will develop distinct final ranking list. The Selection Committee will then report its recommendations to the Procurement Services Director who will recommend that Proposer to the City Board of Commissioners and seek to enter into Agreement with the selected Proposer. The City will enter into an agreement with the Proposer that is selected by the Board of Commissioners to best meet the needs of the City.

If the City cannot negotiate a contract with the highest ranked firm, the City will formally terminate negotiations with that firm and start negotiations with the second ranked firm, and so on.

The City reserves the right to invite the top-ranked Proposers to attend an interview/oral presentation. This provides an opportunity for the Proposers to clarify or elaborate on their Proposal. This is a fact finding and explanation session only and does not include negotiation. The City's Procurement Services Department will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a City location unless virtual attendance is coordinated in advance with the City, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of the City and may or may not be conducted. A specific time schedule will be established after the Proposals are received and reviewed. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation, utilizing the same evaluation criteria detailed herein.

Written notification of the Selection Committee's ranking of the proposals will be published online and made available to Proposers.

ATTACHMENT A TECHNICAL PROPOSAL FORMS

Technical Proposal Form 1
PROPOSER CERTIFICATION AND WARRANTY
FORM

1. Legal Name of Proposer. (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.)

2. Name/title of contact person for the Proposer:

3. Local business and mailing address:

4. Primary business and mailing address:

5. Telephone: (____) _____ Fax:(____) _____
6. Federal Employer Identification Number (FEIN): _____
7. The business has been in operation under its present name since: _____

The above-named Proposer does hereby warrant and certify under Oath:

- A. That the name of the Proposer as it shall appear on all contracts and agreements is as stated above.
- B. That the Proposer understands all requirements of the RFP and states that as a serious Proposer it will comply with all the stipulations included in the RFP package.
- C. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- D. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.

- E. That the Proposer is not in arrears to City of Tarpon Springs upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to City of Tarpon Springs except as expressly stated below.
- F. That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- G. That the Proposer acknowledges, understands, and agrees that the RFP does not reflect all of the design, permitting, regulatory, and construction requirements for the Project and that these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.
- H. That the Proposer has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services to be required hereunder. The Proposer further certifies and agrees that no person having any such interest shall be employed or engaged by the Proposer for said performance not has or will any member of the team, person or employee be involved, engaged or employed on a contingent fee basis.
- I. That the Proposer has received and carefully examined all Addenda issued prior to Proposal Opening.

Addendum #1
 Acknowledged: _____

Addendum #2
 Acknowledged: _____

Addendum #3
 Acknowledged: _____

Addendum #4
 Acknowledged: _____

Addendum #5
 Acknowledged: _____

- J. That the Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- K. That the Proposer certifies that the GMP/Schedule Proposal contains the required Proposal Bond.
- L. That neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this RFP for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City Board of Commissioners or any person interested in the RFP; and
- M. The price or prices provided in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties of interest, including affiant.

N. All statements made by the Proposer in the proposal are true and accurate as of the Proposal submittal date.

Proposer hereby acknowledges the above certifications and attests to the accuracy of affirmation and assertions contained therein.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness

BY: _____ (SEAL)
(Authorized signature in ink)

Witness

(Printed name of signer)

(Printed Title of signer)

CORPORATE SEAL
(Where appropriate)

(Date signed)

ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL

STATE OF _____)

SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me means of physical presence or online notarization this _____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm of (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of the Person taking Acknowledgement)

(Name of Acknowledger - Printed)

(Title or Rank)

(Serial Number, if any)

ATTACHMENT B
GMP/SCHEDULE PROPOSAL FORMS

(MUST BE PROVIDED IN SEPARATE, SEALED ENVELOPE WITHIN PROPOSAL SUBMISSION PACKAGE)GMP/SCHEDULE PROPOSAL FORM 1

Sponge Docks Gateway Sign Design Build Project

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. The undersigned understands that this Proposal must be signed to avoid rejection by City of Tarpon Springs.

THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING REQUEST FOR PROPOSALS AND ALL RELATED ATTACHMENTS AND DOCUMENTS, INCLUDING THE SUBSEQUENT AGREEMENT (ATTACHMENT C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

*** USE BLACK INK ***

ALL THE FOLLOWING REQUESTED INFORMATION
MUST BE HEREUPON GIVEN FOR THIS PROPOSAL TO
BE CONSIDERED BY CITY OF TARPON SPRINGS:
GMP/SCHEDULE PROPOSAL FORM 1

1. Proposal Schedule of Values for Sponge Docks Gateway Sign

<u>Description</u>	<u>Amount</u>
A. Design and Construction Engineering	\$ _____
B. Construction Mobilization	\$ _____
C. Construction Work and Construction Services	\$ _____
D. Owner's Contingency for Construction*	\$ _____

*(Contingency should be 10% of A+B+C above)

The Guaranteed Maximum Price (the sum of all listed items above) is as follows:

(Words)

(Figures)

2. Duration from Notice to Proceed (NTP) to Substantial Completion (A): 365 Calendar Days
3. Duration from Substantial Completion to Final Completion (B): 30 Calendar Days
4. Total Duration for the Sponge Docks Gateway Sign Project: 395 Calendar Days (A+B)
5. Proposers are aware that the dollar amount shown herein is to be utilized by the City as a guide to the best qualified low Proposer. The actual total compensation paid Proposer for the project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents. Contingency and allowances will be utilized in accordance with the Agreement.
6. Name of Proposer: _____
(typed or printed: firm, corporation, business or individual)
7. Contractor's License No. _____
8. Federal Employer Identification Number (FEIN): _____
9. Our e-mail address (if any) is:

The above-named Proposer affirms and declares:

- A. That the Proposer has carefully examined the site of the Work and that, based upon its own investigations, Proposer has fully satisfied itself as to: (1) the nature and location of the Work; (2) the location of all existing utilities, whether above or below the surface; (3) all subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.
- B. Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created

pursuant to section 215.473, Florida Statutes. Proposer hereby certifies that Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees and/or costs.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness BY: _____ (SEAL)
(Authorized signature in ink)

Witness _____
(Printed name of signer)

(Printed Title of signer)

CORPORATE SEAL
(Where appropriate)

(Date signed)

STATE OF (_____)

SS

COUNTY OF (_____)

On this _____ day of _____, 20_____, before me, the undersigned authority, personally appeared by means of physical presence or online notarization to me known to be the individual described in and who executed the foregoing instrument as _____, of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print/Type/Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)

GMP/Schedule Proposal Form 2
DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

Signature: _____

Company: _____

Name: _____

(Typed or Printed)

Address: _____

Title: _____

Phone No: _____

E-Mail: _____

GMP/Schedule Proposal Form 3
PUBLIC ENTITY CRIMES STATEMENT

-
1. This sworn statement is submitted to City of Tarpon Springs by _____
_____ (print individual's name and title) for _____
_____ (print name of entity submitting sworn statement) whose business address is: _____
_____ and (if applicable) its Federal Employer Identification
Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of
the individual signing this sworn statement: _____)
 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.
 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 5. I understand that a "person" as defined in paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies with a check mark in box).**
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Corporate Seal)

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, by _____, who is personally known to me or has produced _____ as identification, this _____ day of _____, _____.

Notary Public, State of Florida

GMP/Schedule Proposal Form 4
Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Company)

(hereinafter called "Principal") and _____ (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

_____ Dollars (\$_____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

Sponge Docks Gateway Sign Design-Build Project
Bid No. 210133-P-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, the _____ day of _____, 200__.

NAME OF COMPANY: _____

By: _____
(Signature)

(Please Print or Type Name)

(Title)

SEAL

ATTEST: _____
(Signature)

Surety Name

Attorney-in-Fact

ATTACHMENT C DESIGN-BUILD AGREEMENT

ATTACHMENT D DESIGN CRITERIA PACKAGE

(PROVIDED UNDER SEPARATE COVER AS PDF)

CITY OF TARPON SPRINGS DODECANESE BOULEVARD



NOTES:

1. THIS IS A SPECIFIC PURPOSE SURVEY AS DEFINED IN CHAPTER 5J-17.050(110) OF THE FLORIDA ADMINISTRATIVE CODE.
2. THIS SURVEY WAS PREPARED FOR THE SPECIFIC PURPOSE OF DISPLAYING RIGHT-OF-WAY LINES OF DODECANESE BOULEVARD AND SURVEY CONTROL POINTS ESTABLISHED IN A PREVIOUS FIELD SURVEY BY GEORGE F. YOUNG, INC. (GFY) OVERLAID ON RECENTLY FLOWN AERIAL IMAGERY. THE LAST DATE OF DATA ACQUISITION IN THE FIELD WAS 7/17/2013 (GFY PROJECT #0913018928).
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE).
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. COPYRIGHT © 2021 BY GEORGE F. YOUNG, INC.
6. THE BEARINGS SHOWN UPON THIS SURVEY ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE ("NOS") THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY ("NGS") AND THE BEARING BETWEEN NGS SURVEY CONTROL POINTS PCDSM GPS55 (NGS PID DF5831) AND PCDSM GPS56 (NGS PID DF5832), BEING SOUTH 76°45'49" EAST. ALL DISTANCES SHOWN HEREON ARE IN US SURVEY FEET, GRID DISTANCES.
7. THE COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT AS ESTABLISHED USING REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) SURVEY METHODS ORIGINATING FROM THE FOLLOWING NGS SURVEY CONTROL POINTS:
 PCDSM GPS 55 (NGS PID DF5831) - NORTHING: 1,389,626.92, EASTING: 412,567.57
 PCDSM GPS 56 (NGS PID DF5832) - NORTHING: 1,389,369.53, EASTING: 413,661.82
8. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED AS A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
9. THIS SURVEY DISPLAYS INFORMATION AND FIELD DATA FROM A TOPOGRAPHIC SURVEY TITLED "CITY OF TARPON SPRINGS SPONGE DOCKS IMPROVEMENTS" PREPARED BY THIS OFFICE - DRAWING NUMBER 0913018928, DATED 7/17/2013 AND AERIAL IMAGERY FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S 2020 AERIAL PHOTO DATASET. THE IMAGERY WAS FLOWN BETWEEN 12/15/2019 AND 2/3/2020 AND IS SHOWN FOR INFORMATIONAL PURPOSES.
10. GEORGE F. YOUNG, INC. AND THE UNDERSIGNED MAKE NO REPRESENTATIONS OR GUARANTEES PERTAINING TO EASEMENTS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND/OR OTHER MATTERS PERTAINING TO SURVEY.
11. THIS SURVEY IS A GRAPHIC DEPICTION OF PORTIONS OF THE RIGHTS OF WAY KNOWN TO THE UNDERSIGNED AND VISIBLE IMPROVEMENTS AND MAY NOT REFLECT OWNERSHIP.
12. THE LOCATION OF FOOTERS, FOUNDATIONS AND STRUCTURES BENEATH THE GROUND SURFACE HAS NOT BEEN DETERMINED.
13. CERTIFICATION IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IT IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.

A SPECIFIC PURPOSE SURVEY OF

A portion of the right-of-way of Dodecanese Boulevard
between Arfaras Boulevard and North Pinellas Avenue.

Tarpon Springs, Florida

LEGEND

FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
ID	IDENTIFICATION
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
ORB	OFFICIAL RECORDS
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER

NO.	BY	DATE	DESCRIPTION
1			
2			
3			
4			
5			

NO.	BY	DATE	INITIALS	DATE
6				
7				
8				
9				
10				

PREPARED FOR:
CITY OF TARPON SPRINGS

George F. Young, Inc.
 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
 PHONE (727) 822-4317 FAX (727) 822-2919
 BUSINESS ENTITY LB21
 ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES
 GAINESVILLE-LAKEWOOD RANCH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA-VENICE

CHRIS MCLAUGHLIN PSM LS 6614
DATE

**CITY OF TARPON SPRINGS SPONGE DOCKS IMPROVEMENTS
SPECIFIC PURPOSE SURVEY**

SECTION 12, TOWNSHIP 27S., RANGE 15E.

JOB NO.
19Y11705SS
SHEET NO.
1 OF 1

FILE: E:\project\19Y11705SS\19Y11705SS.dwg PLOT: 3/24/2021 12:02 PM



DESIGN-BUILD AGREEMENT

for

210133-P-JL SPONGE DOCKS GATEWAY SIGN
DESIGN-BUILD

between

CITY OF TARPON SPRINGS (AS OWNER)

and

_____ (AS

DESIGN-BUILDER)

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DESIGN-BUILD AGREEMENT FOR CITY OF TARPON SPRINGS SPONGE DOCKS GATEWAY SIGN

THIS AGREEMENT (Agreement) is made and entered into by and between City of TARPON SPRINGS, a Florida Municipal Corporation, referred to herein as “Owner”, and the firm of _____ incorporated in the State of _____ and registered and licensed to do business in the State of Florida (License # _____), referred to herein as “Design-Builder”, for the following project: City of TARPON SPRINGS SPONGE DOCKS GATEWAY SIGN, 210133-P-JL.

WHEREAS, the Owner intends to design, engineer and construct SPONGE DOCKS GATEWAY SIGN, the improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, Owner desires Design-Builder to provide the professional design, architectural, engineering, construction and management services requisite to the implementation of the Project, and

WHEREAS, in response to Owner’s Request for Proposals No. 210133-P-JL (the RFP), Design-Builder has submitted its Proposal (the Proposal) to provide the services.

NOW THEREFORE, the Owner and the Design-Builder, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE I, GENERAL PROVISIONS

1.1 Owner’s Criteria.

This Agreement is based on the criteria set forth in this Section 1.1, hereinafter referred to as the “Owner’s Criteria”.

- A. Owner’s Program. The Owner’s program for the Project, if applicable, provided in ATTCHMENT E.
- B. Owner’s Design Requirements. The Owner’s design requirements for the Project and related documentation, provided in ATTACHMENT E.
- C. Physical Characteristics. The Project’s physical characteristics provided in ATTACHMENT E and ATTACHMENT F.
- D. Milestones. The Owner’s design and construction milestone dates:
 - (1) Design phase milestone dates:
 - (2) Phased completion dates:
 - (3) Substantial Completion date:

- (4) Final completion date:
- E. Additional Criteria. Additional Owner's Criteria upon which the Agreement is based, if applicable, provided in ATTACHMENT G.
- F. Laws and Regulations. The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.
- G. Criteria Changes. If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article VI.
- H. Digital Transmissions. If Instruments of Service or any other information or documentation is to be transmitted in digital form, the parties shall endeavor to establish necessary protocols governing such transmissions.

1.2 Project Team

- A. Owner's Representative. The Owner identifies the following representative in accordance with Section 7.1.A:
 - (Name)
 - (Mailing Address)
 - (Email)
- B. Design Criteria Professional. The Owner will retain the following Design Criteria Professional, which shall be considered an agent of the Owner:
 - Ardurra Group, Inc. Attn: (Name)
 - (Mailing Address)
 - (Email)
- C. Design-Builder's Representative. The Design-Builder identifies the following representative in accordance with Section 3.1.B:
 - (Name)
 - (Mailing Address)
 - (Email)
- D. Changes to Representatives. Neither the Owner's nor the Design-Builder's representative shall be changed without ten (10) days' written notice to the other party.

1.3 Dispute Resolution

Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article XVII hereof.

1.4 Definitions

For purposes of this Agreement, the following terms shall have the following meanings.

- A. Acceptance: The acceptance of the Project into the Owner's operating public

infrastructure.

- B. Application for Payment: The form accepted by the Owner's Representative which is to be used by Design-Builder in requesting progress or final payments and which is to include such supporting documentation as is required by the Design-Build Documents.
- C. Architect/Engineer: The Architect/Engineer is the person or entity providing design services for the Design-Builder for all or a portion of the work and is lawfully licensed to practice architecture or engineering in the State of Florida. The Architect/Engineer is referred to throughout the Design-Build Documents as if singular in number.
- D. Certificate for Payment: The form approved and accepted by the Owner, which is to be used by the Owner in approving progress payments for final payment.
- E. Change Order: A written order signed by the Owner and the Design-Builder authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article VI.
- F. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Design-Builder resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.
- G. Consultant: A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. A Consultant shall be lawfully licensed to provide the required professional services in the State of Florida.
- H. Contractor: A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. A Contractor shall be lawfully licensed in the State of Florida. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.
- I. Days: Calendar days except when specified differently. When time is referred to in the Design-Build Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.
- J. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Design-Build Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Design-Build Documents, or that has been damaged prior to Owner's Representative approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).
- K. Design-Build Documents: The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its Attachments (hereinafter, the "Agreement"), other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

- L. Design-Builder: The Design-Builder is the firm identified in the preamble of this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.
- M. Excusable Delay: Any delay beyond the control and without the negligence of the Design-Builder, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.
- N. Field Directive: A written order issued by the Owner which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.
- O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner's Representative.
- P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.
- Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions set forth in Article XIV.
- R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Design-Builder, such as inadequate crewing and slow submittals, which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.
- S. Instruments of Service: Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect/Engineer and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.
- T. Modification: A Modification is (1) a written amendment to the Agreement signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Work Directive Change.
- U. Non-Prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.
- V. Notice to Proceed: Written notice by Owner to the Design-Builder fixing the date on which the Contract Time will commence to run and on which Design-Builder shall start to perform (ten (10) days from date of such notice) its obligations under the Design-Build Documents.
- W. Owner: City of TARPON SPRINGS, a Florida Municipal Corporation.

- X. Owner's Representative: The individual designated by the City, pursuant to written notice, in accordance with the Design-Build Documents.
- Y. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 3.1.S to guarantee payment and performance by the Design-Builder of its obligations hereunder.
- Z. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.
- AA. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- BB. Pre-Operation Testing: All field inspections, installation checks, water tests, and performance tests required of Design-Builder to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Design-Build Documents for their intended purposes.
- CC. Progress Report: A report to Owner that includes all information required pursuant to the Design-Build Documents and submitted in accordance with Section 3.1.J, hereof.
- DD. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Design-Build Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.
- EE. Project Costs: The costs incurred by the Design-Builder to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.
- FF. Project Manager: The Design-Builder's primary representative or such other individual designated by Design-Builder, subject to the prior written consent of Owner.
- GG. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.
- HH. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 3.1.K, as such schedule may be amended as provided herein.
- II. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.
- JJ. Punch List Completion Date: The date set forth in the Certificate of Substantial Completion when all previously incomplete or unsatisfactory items, as identified by the Design-Builder, the Architect/Engineer and/or the Owner shall be completed by the

Design-Builder in a competent and workmanlike manner.

- KK. Purchasing Official: The individual designated to serve as the City of TARPON SPRINGS Purchasing Official.
- LL. Submittal: A submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.
- MM. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build 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 or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.
- NN. Substantial Completion Date: The date on which the Project is required to be Substantially Complete, as evidenced by (i) the Owner's signature on a Certificate of Substantial Completion, (ii) written acceptance of the project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.
- OO. Unit Price Work: Work to be paid for on the basis of unit prices.
- PP. Work: The term "Work" means the design, construction, and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.
- QQ. Work Directive Change: A written directive to Design-Builder, issued on or after the effective date of the Agreement and signed by Owner's Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II, COMPENSATION AND PROGRESS PAYMENTS

2.1 Compensation for Work Performed

- A. **Guaranteed Maximum Price.** The Sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed _____ dollars (\$ _____), subject to additions and deductions for changes in the work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

- A. Itemized Statement of the Guaranteed Maximum Price. Provided in ATTACHMENT A is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
- B. The Guaranteed Maximum Price is based on alternates, if any, which are described in ATTACHMENT A, and are hereby accepted by the Owner.
- C. Unit prices, if any, are provided in ATTACHMENT A.

2.2 Payments.

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.
- (2) The period covered by each Application for Payment shall be not more frequent than one calendar month ending on the last day of the month or another cutoff date mutually agreed upon between the Owner and Design-Builder.
- (3) With each Application for Payment the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.
- (4) In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 1.5.A(3) or 1.5.A(4), or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.
- (5) The Owner will not make payments for materials or equipment which have not been delivered and stored at the site.

B. Progress Payments

- (1) Applications for Payment shall show the percentage of completion of each portion of the Work, as agreed upon between the Owner and Design-Builder, as of the end of the period covered by the Application for Payment.
- (2) Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- i. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of costs to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.6 of the Agreement.
- ii. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, supported by paid receipts;
- iii. Subtract the cost of stored materials previously paid for and subsequently installed and incorporated into the work;
- iv. Add the Design-Builder's Fee;
- v. Subtract retainage of five percent (5%);
- vi. Subtract the aggregate of previous payments made by the Owner;
- vii. Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- viii. Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

2.3 Local Government Prompt Payment Act

Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

ARTICLE III, GENERAL REQUIREMENTS OF THE WORK

3.1 General

- A. Licensing Requirements. The Design-Builder shall comply with any applicable licensing requirements in the State of Florida.
- B. Design-Builder Representative. The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project (the Design-Builder's "authorized representative").
- C. Compliance with Design-Build Documents. The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.
- D. Compliance with Applicable Laws. The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Design-Builder performs Work contrary to

applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

- E. Violations. Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article VI.
- F. Acts or Omissions. The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect/Engineer, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.
- G. Periodic Meetings. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.
- H. Qualified and Licensed Professionals. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect/Engineer and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.
- I. Permits and Approvals. The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary permits and approvals of governmental authorities having jurisdiction over the Project.
- J. Progress Reports. The Design-Builder shall keep the Owner informed of the progress and quality of the Work. Monthly, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written Progress Reports to the Owner, showing estimated percentages of completion and other information identified below:
 - (1) Work completed for the period;
 - (2) Project schedule status;
 - (3) Submittal schedule and status report, including a summary of outstanding Submittals;
 - (4) Responses to requests for information to be provided by the Owner;
 - (5) Approved Change Orders and Change Directives;
 - (6) Pending Change Order and Change Directive status reports;
 - (7) Tests and inspection reports;

- (8) Status report of Work rejected by the Owner;
- (9) Status of Claims previously submitted in accordance with Article XVII;
- (10) Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- (11) Current Project cash-flow and forecast reports; and
- (12) Additional information as agreed to by the Owner and Design-Builder. In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its Progress Reports:
 - (13) Design-Builder's work force report;
 - (14) Equipment utilization report; and
 - (15) Cost summary, comparing actual costs to updated cost estimates.

K. Design-Builder's Schedules. The Design-Builder shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

L. Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect/Engineer Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect/Engineer, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project, and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect/Engineer, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

M. Design-Builder's Submittals.

- (1) Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (i) be coordinated with the Design-Builder's schedule provided in Section 3.1.K, (ii) allow the Owner reasonable time to review Submittals, and (iii)

be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

- (2) By providing Submittals the Design-Builder represents to the Owner that it has (i) reviewed and approved them, (ii) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (iii) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.
- (3) The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.
- (4) The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.
- (5) All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

N. Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

O. Royalties, Patents and Copyrights

- (1) The Design-Builder shall pay all royalties and license fees.

- (2) The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contactors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

P. Indemnification.

- (1) To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, its officers, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Design-Builder, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.1.P.
- (2) In claims against any person or entity indemnified under this Section 3.1.P by an employee of the Design-Builder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.P(1) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- (3) With respect to design, engineering and architectural services, the Design-Builder shall indemnify and hold harmless the Owner and its officers, agents 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 Design-Builder, its design professionals and other persons employed or utilized by the Design-Builder in the performance of this Agreement, including without limitation, defects in design, or errors or omissions of the Design-Builder that result in material cost increases to the Owner.
- (4) The Design-Builder shall defend the Owner, its officers, agents and employees of any of them in any action, lawsuit mediation or arbitration arising from the alleged

negligence, recklessness or intentionally wrongful conduct of the Design-Builder and other persons employed or utilized by the Design-Builder in the performance of the Work.

- Q. Contingent Assignment of Agreements. Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that:
- (1) assignment is effective only after termination of the Agreement by the Owner for cause, pursuant to Sections 16.1, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect/Engineer, Consultants, and Contractors whose agreements are accepted for assignment; and
 - (2) assignment is subject to the prior rights of the surety, if any, obligated under bond. When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the assigned agreement. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner under this Section 3.1.Q, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under this agreement.
- R. Design-Builder's Insurance. If and to the extent required by the RFP, the Design-Builder shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, professional liability, auto liability, excess liability, and builder's risk. The Design-Builder shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance as set forth in ATTACHMENT C.
- S. Payment and Performance Bond. Prior to the construction commencement date, the Design-Builder shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Design-Builder of its obligations under the Design-Build Documents, including but not limited to the construction of the Project on the Project site and the payment of all obligations arising thereunder, including all payments to the Architect/Engineer, Contractors, Consultants, laborers, and materialmen. The surety selected by the Design-Builder to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Design-Builder to secure and deliver additive riders to the Payment and Performance bond.

ARTICLE IV, DESIGN WORK

4.1 General

- A. Information Submitted. Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.
- B. Advice and Recommendations. The Design-Builder shall advise the Owner on proposed site use and improvements, selections of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

4.2 Evaluation of the Owner's Criteria

- A. Meetings. The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.
- B. Report. After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria.
- C. Review. The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the preliminary design as described in Section 4.3. The consent to proceed shall not be construed to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

4.3 Preliminary Design

- A. Submittal. Upon the Owner's issuance of a written consent to proceed under Section 4.2.C, the Design-Builder shall prepare and submit a preliminary design to the Owner. The preliminary design may include some combination of physical study models, perspective sketches, or digital modeling, and shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- (1) confirmation of the allocations of program functions;
- (2) site plan;
- (3) building plans, sections and elevations;
- (4) structural systems;
- (5) selections of major building systems, including but not limited to mechanical, electrical and plumbing systems;
- (6) outline of specifications or sufficient drawing notes describing construction materials;
- (7) an enumeration of any qualifications and exclusions, if applicable; and
- (8) a list of the Design-Builder's key personnel, Contractors and suppliers

B. Review. The Owner shall review the preliminary design and, if acceptable, provide the Design-Builder with written consent to proceed. The preliminary design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

ARTICLE V, CONSTRUCTION WORK

5.1 Construction

- A. Commencement. Construction shall not commence prior to the Owner's authorization.
- B. Supervision and Control. The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement, unless the Design-Build Documents give other specific instructions concerning these matters.
- C. Inspection. The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

5.2 Labor and Materials

- A. Design-Builder to Provide. Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
- B. Substitutions. When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article VI.
- C. Management of Employees. The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

(1) The Design-Builder shall employ superintendents, a foreman and workmen who are careful, qualified and competent. At least one English speaking superintendent shall be on site at all times during construction.

(2) The City Engineer may demand the dismissal of any person or persons employed by the Design-Builder on the work who misbehave or are incompetent or negligent in the proper performance of their duties, or neglect or refuse to comply with the directions given.

(3) Such persons shall not be employed again thereon without the written consent of the City Engineer.

(4) Should the Design-Builder continue to employ or again employ such persons, the City Engineer may suspend the work until such orders are complied with.

5.3 Taxes

The Design-Builder shall pay applicable sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Agreement is executed, whether or not yet effective or merely scheduled to go into effect.

5.4 Permits, Fees, Notices and Compliance with Laws

- A. Permits. Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.
- B. Unanticipated Site Conditions. If, during the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article VI.

5.5 Allowances

- A. Allowances. The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Owner's allowance will only be used for Owner added features to the design.
- B. Owner Selections. The Owner shall make selections of materials and equipment with reasonable promptness, for allowances requiring Owner selection.

5.6 Key Personnel, Contractors and Suppliers

- A. Identification. Except for those persons or entities already identified or required in the Design-Build Agreement, the Design-Builder, as soon as practicable after execution of the Design-Build Agreement, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within fourteen (14) days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.
- B. Owner Objections. The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.
- C. Changes. If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Agreement, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within fourteen (14) days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

5.7 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.B as a record of the Work as constructed.

5.8 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or

equipment.

5.9 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor. Such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

5.10 Cleanliness

- A. Cleanliness. The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, tools, construction equipment, machinery and surplus materials from and about the Project Site.
- B. Reimbursement to Owner. If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to offset its costs incurred against payments to the Design-Builder.

5.11 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

5.12 Construction by Owner or by Separate Contractors

- A. Owner's Right to Perform Construction and to Award Separate Contracts.
 - (1) The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with the portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article XVII.
 - (2) When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term, "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.
 - (3) The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who

shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

- (4) Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Agreement.

5.13 Mutual Responsibility

- A. Coordination of Site Uses. The Design-Builder shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.
- B. Reporting of Discrepancies or Defects. If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.
- C. Costs. The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- D. Damages. The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.E.
- E. Cutting and Patching by Owner. The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

5.14 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the

responsibility under their respective contracts for maintaining the premises and surrounding area free, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE VI, CHANGES IN THE WORK

6.1 General

Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Contract, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article VI and elsewhere in the Design-Build Documents. A Change Order or Work Directive Change shall be based upon agreement among the Owner and Design-Builder; an order for a minor change in the Work may be issued by the Design-Builder alone. Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

6.2 Minor Changes in the Work

The Owner or Design-Builder shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Design-Build Documents. Such change will be effected by written order signed by the Design-Builder and shall be binding on the Owner and Design-Builder. The Design-Builder shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the construction team and displayed monthly in the progress reports. Because such changes shall not affect the Contract Sum to be paid to the Design-Builder, they shall not require a Change Order pursuant to Section 5.

6.3 Emergencies

In any emergency affecting the safety of persons or property, the Design-Builder shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Design-Builder because of emergency Work shall be determined as provided in Article VI. However, whenever practicable, the Design-Builder shall obtain verbal concurrence of the Owner's authorized representative where the act will or may affect the Contract Sum or Contract Time.

6.4 Concealed Conditions

If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Owner will promptly investigate such

conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If Design-Builder disputes the Owner's determination or recommendation, it may proceed as provided in Article XVII.

It is expected, as outlined in the original Request for Proposal, that the Design-Builder will perform their own geotechnical investigations/explorations related to the Work. A failure to properly assess geotechnical conditions may result in rejection by the Owner of claims for equitable adjustment under this Concealed Conditions clause.

6.5 Change Orders; Adjustments to Contract Sum.

The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Design-Build Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Design-Builder.

If Owner and Design-Builder are unable to agree upon increases or decreases in the Contract Sum and the Design-Builder certifies that the work needs to be commenced prior to any such agreement, the Design-Builder shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change.

However, in the event a Change Order is issued under these conditions, the Owner will establish an estimated cost of the Work and the Design-Builder shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Design-Builder shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Design-Builder to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

If changes to the Work requiring a Change Order are deemed necessary and agreed to in writing by both the Design-Builder and Owner, upon written direction from the Owner, the Design-Builder shall proceed with the Work and shall not claim the time required to execute a Change Order as cause for delay or time extension.

6.6 Unit Prices

If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application

of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices and Contract Sum shall be equitably adjusted.

6.7 Owner-Initiated Changes

Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Design-Build Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

6.8 Unauthorized Work

Design-Builder shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Design-Build Documents.

6.9 Defective Work

Owner and Design-Builder shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner because of Defective Work, or which may be required because of acceptance of Defective Work, without adjustment to the Contract Sum.

6.10 Estimates for Changes

At any time, Owner may request a quotation from Design-Builder for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Design-Builder shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Owner shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Owner of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Design-Builder shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

6.11 Form of Proposed Change

The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Design-Build Documents shall be determined by the Owner.

6.12 Changes to Contract Time

The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Design-Build Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled because of the occurrence of said event. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Design-Builder. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.

Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VII, OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 General

- A. Authority of Owner's Representative. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.
- B. Owner Decisions. The Owner shall render decisions in a timely manner and in accordance with Design-Builder's schedule agreed to by the Owner.

7.2 Information and Services Required of the Owner

- A. Promptness. The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.
- B. Inspections and Reports. The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems, chemical, air and water pollution, hazardous materials, or environmental and subsurface conditions, and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.
- C. Land Uses. The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution

of the Project.

- D. Cooperation; Permitting. The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.
- E. Reliance Upon Reports. The services, information, surveys and reports required to be provided by the Owner under this Agreement shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.
- F. Notice of Defects. If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.
- G. Communications. Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

7.3 Submittals

- A. Review of Submittals. The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.M, 3.1.N, and 5.2.C. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- B. Notice of Non-Conformance. Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

7.4 Site Visits; Limitations

Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make onsite inspections to check the quality or quantity of the Work.

The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

7.5 Design-Builder Performance; Limitations

The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect/Engineer, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

7.6 Rejection of Work

The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect/Engineer, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

7.7 Completion Dates

The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity.

7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover

such amounts, the Design-Builder shall pay the difference to the Owner. Notwithstanding any other provisions in the Design-Build Documents to the contrary, the Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

7.10 Governmental Body

The Design-Builder recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Design-Builder has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.11 Pre-Completion Acceptance

The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Design-Build Documents.

7.12 Ownership and Use of Drawings, Specifications and Other Instruments of Service

- A. All original drawings, computations, details, design calculations and other documents and plans that result from the Design-Builder's services under this Agreement are to become the property of the Owner. Documents prepared by the Design-Builder pursuant to this Agreement are not intended nor represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the Design-Builder shall be at the Owner's sole risk and without liability to the Design-Builder. Further, any and all liability arising out of changes made to the Design-Builder's deliverables under this agreement by the Owner or persons other than the Design-Builder is waived as against the Design-Builder and the Owner assumes full responsibility for such changes unless the Owner has given the Design-Builder prior notice and has received from the Design-Builder written consent for such changes.

ARTICLE VIII, TIME

8.1 Progress and Completion

- A. Time Limits. Time limits are of the essence in this Agreement. By executing the Design-Build Agreement, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.
- B. Insurance. The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance required by this Agreement. The Contract Time shall not be adjusted because of the Design-Builder's failure to obtain insurance required under this Agreement.
- C. Substantial Completion. The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within 300 calendar days from written

Notice to Proceed and Final Completion no more than 30 calendar days thereafter.

8.2 Delays and Extensions of Time

- A. Owner Delays. If the Design-Builder is delayed at the time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner, or by changes ordered in the Work by the Owner, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control, or by delay authorized by the Owner pending resolution pursuant to Article XVII hereof, or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.
- B. Claims for Delay. Claims relating to time shall be made in accordance with applicable provisions of Article XVII.
- C. Liquidated Damages for Delay. Time is of the essence in the Design-Build Documents and all obligations thereunder. If the Design-Builder fails to achieve Substantial or Final Completion of the Work within the Contract Time and as otherwise required by the Design-Build Documents, the Owner shall be entitled to retain or recover from the Design-Builder, as liquidated damages and not as a penalty, the sum of \$ 290.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial or Final Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Design-Builder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Design-Builder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

ARTICLE IX, PAYMENT APPLICATIONS AND PROJECT COMPLETION

9.1 Contract Sum

The Contract Sum shall not exceed the guaranteed maximum price provided by the Design-Builder, as allocated by schedule of values, included with this Agreement as ATTACHMENT A.

9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or guaranteed maximum price, the Design-Builder shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. An unbalanced schedule of values assigning inordinate values to portions of the work

or to work that will be completed early in the construction, will be subject to rejection by the Owner.

9.3 Applications for Payment

- A. Submittal; Requirements. At least ten (10) days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work, utilizing the American Institute of Architects G702 and G703 application forms. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect/Engineer, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.
- (1) As provided in Article VI, Applications for Payment may include requests for payment because of changes in the Work that have been promptly authorized by Work Directive Changes, or by interim determinations of the Owner but not yet included in Change Orders.
 - (2) Applications for Payment shall not include requests for portions of the Work for which the Design-Builder does not intend to pay the Architect/Engineer Consultant, Contractor, and material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.
- B. Payments for Services Provided. Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment for materials and equipment stored on the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise to protect the Owner's interest, and shall include the costs of applicable insurance and storage.
- C. Warranties. The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which a Certificate for Payment has been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect/Engineer, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 Certificates for Payment

The Owner shall notify the Design-Builder in writing of the Owner's reasons for withholding certification of a payment request in whole or in part as provided in Section 9.5.A, should any exist.

9.5 Decisions to Withhold Certification

- A. Grounds. The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of:
- (1) defective Work, including design and construction, not remedied;
 - (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
 - (3) failure of the Design-Builder to make payments properly to the Architect/Engineer Consultants, Contractors or others, for services, labor, materials or equipment;
 - (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - (5) damage to the Owner or a separate contractor;
 - (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - (7) repeated failure to carry out the Work in accordance with the Design-Build Documents.
- B. Cure. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- C. Issuance of Joint Checks. If the Owner withholds certification for payment under Section 9.5.A(3), the Owner may, at its sole option, issue joint checks to the Design-Builder or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

9.6 Progress Payments

- A. Payment. After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.
- B. Payments by Design-Builder. The Design-Builder shall pay each Architect/Engineer Consultant, Contractor, and other person or entity providing services or work for the

Design-Builder no later than the time period required by applicable law after receipt of payment from the Owner the amount to which the Architect/Engineer Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect/Engineer, Consultant, Contractor, and other person or entity. The Design-Builder shall, by appropriate agreement with each Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subcontractors in a similar manner.

- C. Requests for Information. The Owner will, on request and if practicable, furnish to the Architect/Engineer, a Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken by the Owner on account of portions of the Work done by such Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder.
- D. Evidence of Payment by Design-Builder. The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect/Engineer Consultants, Contractors, and other persons or entities providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact the Architect/Engineer Consultants and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.
- E. Payments to Suppliers. Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.B, 9.6.C and 9.6.D.
- F. Acceptance of Work. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

9.7 RESERVED

9.8 Substantial Completion

- A. Substantial Completion Defined. Substantial Completion shall be as defined in Section 1.4. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.
- B. List of Corrections. When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall notify Owner of same and participate in a walk-through with the Owner to generate a comprehensive list of items to be completed or corrected prior to

final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

- C. Inspections; Corrections. Upon receipt of the list of items to be completed or corrected, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.
- D. Certificate of Substantial Completion. When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion, establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the Punch List Completion Date. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- E. Submittal; Acceptance. The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

9.9 Partial Occupancy or Use

- A. Right of Owner. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.B. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The state of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.
- B. Inspection. Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- C. Occupancy Shall Not Constitute Acceptance. Unless otherwise agreed upon, partial

occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

9.10 Final Completion and Final Payment

- A. Timely Inspection. Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Agreement fully performed, the Owner will, subject to Section 9.10.B, promptly issue a final Certificate for Payment.
- B. Conditions of Final Payment. Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner:
- (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
 - (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect;
 - (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents;
 - (4) consent of surety, if any, to final payment;
 - (5) signed and sealed as-built drawings, including CAD and PDF digital drawings, and an as-constructed record copy of the Design-Build Documents, marked to indicate field changes and selections made during construction;
 - (6) certification from the Designer of Record that plans were built in reasonable conformity with their approved design;
 - (7) final clearances, releases and/or Certificates of Occupancy from permitting agencies;
 - (8) all warranty documentation, manufacturer's warranties, product data, maintenance and operations manuals (including parts and technical manuals), and all schematics and handbooks; and
 - (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, security interests, or encumbrances, arising out of the Agreement, to the extent and in such form as may be designated by the Owner.
- C. Delay; Partial Payment. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to

payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- D. Waiver of Owner Claims. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
 - (1) claims arising out of the Agreement and unsettled;
 - (2) failure of the Work to comply with the requirements of the Design-Build Documents; and
 - (3) terms of special warranties required by the Design-Build Documents.
- E. Waiver of Design-Builder Claims. Acceptance of final payment by the Design-Builder shall constitute a waiver of Claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE X, PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.

10.2 Safety of Persons and Property

- A. Prevention. The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to:
 - (1) employees on the Work and other persons who may be affected thereby;
 - (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect/Engineer, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
 - (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designed for removal, relocation or replacement during construction.
- B. Compliance with Laws and Regulations. The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.
- C. Safeguards. The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and

utilities of the safeguards and protections.

- D. Hazardous Materials. When use of storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.
- E. Remedy of Damages and Losses. The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.A(2) and 10.2.A(3), caused in whole or in part by the Design-Builder, the Architect/Engineer, a consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.A(2) and 10.2.A(3), except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by the Owner or by anyone for whose acts the Owner may be liable. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.P.
- F. Safety Officer. The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.
- G. Loading of Construction Site. The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.
- H. Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.3 Hazardous Materials

- A. Design-Builder Responsibility. The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.
- B. Owner Responsibility. Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the

material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such materials or substances or who are to perform the task of removal or safe containment of such materials or substances. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

- C. Indemnity by Owner. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect/Engineer Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.A and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall also indemnify the Design-Builder for all cost and expense thereby incurred.
- D. Limitations on Indemnity. The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.
- E. Indemnity by Design-Builder. The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.A, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE XI, UNCOVERING AND CORRECTION OF WORK

11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

11.2 Correction of Work

- A. Duty to Correct Work. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.
- B. After Substantial Completion.
- (1) In addition to the Design-Builder's obligations under Section 3.1.N, if, within three years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.A, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the three-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.
 - (2) The three-year period for correction of Work shall be extended with respect to

portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

(3) The three-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

- C. Removal of Uncorrected Work. The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.
- D. Cost of Damage to Construction. The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.
- E. No Limitation on Obligation to Correct Work. Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the three-year period for correction of Work as described in Section 11.2.B relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligation other than specifically to correct the Work.

11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE XII, ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

12.1 Accounting Records

Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 Inspection and Audit

The Design-Builder's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Design-Builder or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change

Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Design-Build Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Design-Build Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agents or authorized representatives shall have access to said records from the effective date of this Agreement, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Design-Builder pursuant to the Design-Build Documents.

12.3 Access

The Owner's agents or authorized representatives shall have access to the Design-Builder's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agents or authorized representatives shall give the Design-Builder reasonable advance notice of intended inspections, examinations, and/or audits.

12.4 Ownership of Documents

Upon completion of the Work or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Design-Builder under the Design-Build Documents, shall be delivered to and become the property of the Owner. The Design-Builder at its own expense may retain copies for its files and internal use.

ARTICLE XIII, PUBLIC CONTRACT LAWS

13.1 Equal Opportunity Employment

- A. Employment. The Design-Builder shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the- job training.
- B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

13.2 Immigration Reform and Control Act of 1986

- A. Acknowledgement of Compliance. Design-Builder 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 statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

- B. E-Verify System. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, CONTRACTOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. This contract with the OWNER cannot be renewed unless, at the time of renewal, CONTRACTOR certifies in writing to the OWNER that it has registered with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If CONTRACTOR develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CONTRACTOR shall terminate the contract with the subcontractor. If the OWNER develops a good faith belief that CONTRACTOR has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) OWNER shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

13.3 No Conflict of Interest

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

- A. No Interest in Business Activity. By accepting award of this Agreement, the Design-Builder, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Design-Builder's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Design-Builder is furnishing its services required hereunder.

- B. No Appearance of Conflict. By accepting award of this Agreement, the Design-Builder represents they shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Design-Build Documents. If, in the sole discretion of the Owner, a conflict of interest is deemed to exist or arise during the term of this Agreement, the Owner may terminate this Agreement, effective upon the date so stated in a written notice of termination, without penalty to the Owner.

13.4 Truth in Negotiations

By execution of the Design-Build Documents, the Design-Builder certifies to truth-in-negotiations 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 Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum 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 after final payment to the Design-Builder.

13.5 Public Entity Crimes

The Design-Builder is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section (2)(a), and the Owner's requirement that the Design-Builder comply with it in all respects prior to and during the term of this Agreement.

ARTICLE XIV, FORCE MAJEURE, FIRE OR OTHER CASUALTY

14.1 Force Majeure

- A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Design-Build Documents for any of the events of Force Majeure stated in this Section 14.1, the date for performance required or contemplated by the Design-Build Documents shall be extended by the number of calendar days such party is actually delayed
- B. Concurrent Design-Builder Delays. If a delay is caused for any reason provided in 14.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Design-Builder, the date for performance shall be extended as provided in 14.1.A. but only to the extent the time is or was concurrent.

- C. Notice; Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Design-Builder, or to the Design-Builder, if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

14.2 Casualty; Actions by Owner and Design-Builder

During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Design-Builder shall promptly make proof of loss; and Owner and Design-Builder shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Design-Builder shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Design-Builder, necessary for reconstruction of the Project substantially in accordance with the Design-Build Documents. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Design-Builder covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project cost and any additions to the Project cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Design-Builder and the Owner, by amendment to the Design-Build Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Design-Build Documents for such repair or reconstruction and issuance of any required building permits.

14.3 Approval of Plans and Specifications

The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Design-Builder as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

14.4 Notice of Loss or Damage

The Design-Builder shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Design-Builder will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Design-Builder as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Design-Builder determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner immediately and associated corrective actions will be undertaken without delay.

ARTICLE XV, REPRESENTATIONS, WARRANTIES AND COVENANTS

15.1 Representations and Warranties of Design-Builder

The Design-Builder represents and warrants as follows:

The Design-Builder is a construction company, organized under the laws of the State of _____, authorized to transact business in the State of Florida, with (D/B Firm's Agent) as the primary qualifying agent. Design-Builder has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

Each Contract Document to which the Design-Builder is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Design-Builder enforceable against the Design-Builder in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

There are no pending or, to the knowledge of the Design-Builder, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Design-Builder or any partner, officer, or agent of the Design-Builder which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Design-Builder.

The Design-Builder has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Design-Builder, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Design-Builder.

Neither Design-Builder nor any agent or person employed or retained by Design-Builder has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

The Design-Builder shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Design-Builder or which are the responsibility of the Design-Builder to fulfill. The Design-Builder shall be solely responsible for the means and methods of construction.

During the term of the Design-Build Documents, and the period of time that the obligations of the Design-Builder under the Design-Build Documents shall be in effect, the Design-Builder shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Design-Build Documents that are applicable to, and the responsibility of, the Design-Builder.

The Design-Builder shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Design-Build Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

The Design-Builder warrants and guarantees to Owner that all Work will be in accordance with the Design-Build Documents and will not be defective, and that Owner, representatives of Owner and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Design-Builder shall give Owner timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation. Such uncovering shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice. Neither observations by Owner nor inspections, tests, or approvals by others shall relieve Design-Builder from Design-Builder's obligations to perform the Work in accordance with the Design-Build Documents.

If the Work is defective, or Design-Builder fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Design-Build Documents, Owner may order Design-Builder to stop the Work, or any portion thereof and terminate payments to the Design-Builder until the cause for such order has been eliminated. Design-Builder shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Owner's consultants, attorneys and other professionals and any additional expenses experienced by Owner due to delays to others performing additional Work and an appropriate deductive Change Order shall be issued. Design-Builder shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

If Design-Builder fails within seven (7) days after written notice to correct defective Work, or

fails to perform the Work in accordance with the Design-Build Documents, or fails to comply with any other provision of the Design-Build Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Design-Builder from all or part of the site, take possession of all or part of the Work, Design-Builder's tools, construction equipment and machinery at the site or for which Owner has paid Design-Builder but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Design-Builder in an amount approved as to reasonableness by Owner and a Change Order will be issued incorporating the necessary revisions.

15.2 Representations of the Owner

To the extent permitted by law, the Owner represents to the Design-Builder that each of the following statements is presently true and accurate:

The Owner is a validly existing Florida Municipal Corporation.

The Owner has all requisite governmental power and authority to carry on its business as now conducted and to perform its obligations under the Design-Build Documents and each Contract Document contemplated hereunder to which it is or will be a party.

The Design-Build Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Design-Build Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

During the pendency of the Work and while the obligations of the Owner under the Design-Build Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Design-Build Documents that are applicable to and the responsibility of the Owner.

The Owner shall assist and cooperate with the Design-Builder in accomplishing the construction of the Project in accordance with the Design-Build Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Design-Build Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XVI, TERMINATION OR SUSPENSION

16.1 Termination or Suspension

- A. Design-Builder Suspension of Services. If the Owner fails to make payments to the Design-Builder in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven (7) days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.
- B. Owner Suspension. If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.
- C. Termination by Design-Builder for Suspension. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than fourteen (14) days' written notice.
- D. Termination for Cause. Either party may terminate this Agreement upon not less than fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- E. Owner Termination for Convenience. The Owner may terminate this Agreement upon not less than fourteen (14) days' written notice to the Design-Builder for the Owner's convenience and without cause.
- F. Compensation to Design-Builder. In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work properly performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 16.1.F be greater than the compensation set forth in Section 2.1.

ARTICLE XVII, CLAIMS AND DISPUTE RESOLUTION

17.1 Claims

- A. Definition. For purposes of this Agreement, a “claim” shall mean a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term “claim” also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the claim.
- B. Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Design-Build Documents.
- C. Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Design-Build Documents, subject to judicial review as provided in Section 17.1.F below.
- D. No Damages for Delay. If at any time Design-Builder is delayed in the performance of Design-Builder’s responsibilities under the Design-Build Documents as the result of a default or failure to perform in a timely manner by Owner or Owner’s agents or employees, Design-Builder shall not be entitled to any damages except for compensation specifically authorized in Article II. Design-Builder’s sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Design-Builder from any available remedy against any responsible party other than Owner. Design-Builder shall be responsible for liquidated damages for delay pursuant to Section 8.2.C of this Agreement.
- E. Permitted Claims Procedure. Where authorized or permitted under the Design-Build Documents, all claims for additional compensation by Design-Builder, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, force majeure, Project site conditions or otherwise, shall be governed by the following:
- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article VI.
 - (2) The Design-Builder must submit a notice of claim to Owner’s authorized representative within fifteen (15) days of when the Design-Builder was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15- day period shall constitute a waiver of the right to pursue said claim.
 - (3) Within twenty (20) days of submitting its notice of claim, the Design-Builder shall submit to the Owner’s authorized representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
 - (4) After receipt of a request for Change Order, the Owner’s authorized representative shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
 - (5) In the event the Owner and Design-Builder are unable to agree on the terms of a

Change Order, the Owner shall have the option to instruct the Design-Builder to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Design-Builder of such right or remedies as either may otherwise have under the Design-Build Documents or by laws or regulations in respect of any such claim, dispute or other matter.

F. Claims for Consequential Damages. The Design-Builder and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- (1) Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, unless any of such damages or losses are covered by insurance placed by the Contractor; and
- 2) Damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XVI. Nothing contained in this Section 17.1.G shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Design-Build Documents.

ARTICLE XVIII, MISCELLANEOUS PROVISIONS

18.1 Governing Law; Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

18.2 Successors and Assigns

The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 3.2.Q, neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

18.3 Headings and Captions

The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

18.4 Severability

The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement. However, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

18.5 Attorney's Fees and Costs

In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs.

18.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's best skill and judgment in furthering the interests of the Owner; to perform all of the Work in a good and workmanlike manner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

18.7 Notices

All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

City of TARPON SPRINGS
Attn: (Name)
(Mailing Address 1)
(Mailing Address 2)
(Email)

To the Design-Builder:
(Company Name)
Attn: (Name)
(Mailing Address 1)
(Mailing Address 2)
(Email)

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

18.8 Public Records Law

The Design-Builder shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Design-Builder does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Design-Builder or keep and maintain such public records. If the Design-Builder transfers all public records to the Owner upon completion of the Agreement, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the Agreement, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE PROPOSER(S) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: CITY CLERK, 410 NORTH RING AVENUE, TARPON SPRINGS, FL 34689, 727-942-5614, CITYCLERK1@CTSFL.US

18.9 Attachments

Attachments to this Agreement are as follows:

- Attachment A—Schedule of Values
- Attachment B—Affidavit of No Conflict
- Attachment C—Certificate(s) of Insurance
- Attachment D—Payment and Performance Bond
- Attachment E—Design Criteria Package
- Attachment F—Existing Site Information
- Attachment G—Additional Criteria (if applicable)

WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.

DESIGN-BUILDER - _____ (Enter Company Name)

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF TARPON SPRINGS

By: _____
- Mayor

By: _____
- City Manager

Date

Attest: _____
- City Clerk

Approved as to form:

City Attorney, City of TARPON SPRINGS

ATTACHMENT A
SCHEDULE OF VALUES

ATTACHMENT B
AFFIDAVIT OF NO CONFLICT

AFFIDAVIT OF NO CONFLICT

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, the undersigned authority, by means of physical presence or online
notarization, personally appeared _____ [Insert Name], as
_____ [Insert Title] of _____
[Insert Company Name], with full authority to bind, (herein after referred to as Company) who
being first duly sworn, deposes and says that Company:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company to maintain an adversarial role against the City of TARPON SPRINGS or that will impair or influence the advice, recommendations or quality of work provided to the City; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing City of TARPON SPRINGS, a Municipal Corporation of the State of Florida, to enter into this agreement No. 210133-P-JL Design-Build Sponge Docks Gateway Sign _____.

Dated this _____ day of _____, 20____.

Signature of Affiant

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20____, by _____
as _____ of _____. He/
She is personally known to me or has produced _____
as identification.

Notary Public, State of Florida

Commission No.

ATTACHMENT C
CERTIFICATE(S) OF INSURANCE

ATTACHMENT D
PAYMENT AND PERFORMANCE BOND

ATTACHMENT E
DESIGN CRITERIA PACKAGE

ATTACHMENT F
EXISTING SITE INFORMATION

ATTACHMENT G

ADDITIONAL CRITERIA (IF APPLICABLE)

DESIGN CRITERIA **PACKAGE**

I. Design and Construction Criteria.

A. General:

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures. The Project shall also be designed in accordance with the City of Tarpon Springs' Code of Ordinances. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the City.

The Design-Build Firm shall prepare the Sign Plans Package in accordance with the Florida Building Code and the AASHTO LRFD Specifications for Highway Signs, Luminaires, and Traffic Signals as modified by the FDOT Structures Manual Volume 3 and the FDOT Design Manual, whichever is more stringent. This work effort includes the sign design needed to prepare a complete set of Sign Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

B. Vibration and Settlement Monitoring:

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for City acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout the Construction Period.

The Settlement and Vibration Monitoring Plan (SVMP) requirements shall meet or exceed the requirements in FDOT Standard Specifications for Road and Bridge Construction (latest edition) Sections 108 and 7-11 and shall include the following as a minimum:

- a. Identify any existing structures that will be monitored for vibrations during the construction period.
- b. Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.
- c. Identify any existing structures that will be monitored for settlement during the construction period.
- d. Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.
- e. Identify any existing structures that require pre-construction and post-construction surveys.

The City will perform the review of Vibration and Settlement submittals.

C. Geotechnical Services: Drilled Shaft Foundation for Sign Structure

Drilled shafts shall be utilized as the foundation support for the sponge docks gateway sign. The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts in any of the following areas of the Project, a minimum number of 1 successful load test must be performed in a representative location of that area.

The Design-Build Firm shall be responsible for the following:

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
2. Performing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations and socket requirements. For redundant drilled shaft bridge foundations, perform at least one test boring in accordance with the Soils and Foundations Handbook at each bent/pier.
3. Determining the locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the City at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the City's acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.
9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the City.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all non-redundant drilled shafts supporting bridges. For redundant drilled shaft bridge foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.
15. Providing safe access, and cooperating with the City in verification of the drilled shafts, both during construction and after submittal of the certification package.

D. Utility Coordination

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Build Firm's Proposal. The Design-Build Firm shall notify the City in writing of any change in the identity of the Utility Coordination Manager.

The Design-Build Firm's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build firm's plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying and coordinating the execution and performance under any agreement that is

- required for any utility work needed in with the Design-Build Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the City for review, all Utility Agreements.
 8. Resolving utility conflicts.
 9. Obtaining and maintaining all appropriate “Sunshine State One Call of Florida” tickets.
 10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
 11. Providing periodic Project updates to the City Project Manager as required. The following Utility Agency/Owners (UA/O’s) have been identified by the City as having facilities within the Project corridor.

Table A - Summary of potential UA/O having facilities within the Proposed Project Limits

UA/O	Contact Name	Contact Information
Clearwater Gas	Jacinta Corcoba	(727) 562-4900 ext. 7423 jacinta.corcoba@clearwatergas.com
Duke Energy Transmission	Amy Finney	(386) 681-8908 Amy.Finney@duke-energy.com
Duke Energy Distribution	Bill Ruland	(727) 820-4641 William.Ruland2@duke-energy.com
Verizon / Frontier	Stephen Waidley	(941) 266-9218 stephen.waidley@ftr.com
WOW	Brock Bronson	(614) 569-9862 brockton.bronson@wowinc.com
Tarpon Springs Utilities	Howard Matthews	(727) 946-2115 hmatthews@ctsfl.us
Bright House Networks, LLC / Charter	Ozzie Perez	(727) 270-4602 Oswaldo.Perez@charter.com

E. Sign Design and Plans:

The Design-Build Firm shall prepare the Sign Plans Package in accordance with the AASHTO LRFD Specifications for Highway Signs, Luminaires, and Traffic Signals as modified by the FDOT Structures Manual Volume 3 and the FDOT Design Manual. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the City.

Design Analysis:

The minimum vertical clearance for the sign shall be 17’-6”.

The minimum horizontal clearance for the sign shall be sufficient to span the roadway to ensure vehicle safe passage, pedestrian safe passage, and suitable site line clearances. In any configuration, there must be a minimum clear distance from the face of the curb to the upright of 18 inches.

F. Design Documentation, Calculations, and Computations:

The Design-Build Firm shall submit to the City final signed and sealed design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the City. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

The Design-Build Firm shall insure that the final geotechnical recommendations and reports required for bridge design are submitted with the 90% and Final plans.

G. Specifications:

FDOT and City Specifications may only be modified with City approval. The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project.

H. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer as appropriate. The City shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The City's procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The City's review is not meant to be a complete and detailed review. Upon review and approval of the shop drawing, the City will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

Shop drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

I. Sequence of Construction:

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.

J. Stormwater Pollution Prevention Plans (SWPPP)

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the Florida of Environmental Protection (FDEP) Rule 62- 621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) shall be submitted for City review and approval. City approval must be obtained prior to beginning construction activities.

K. Temporary Traffic Control Plan:

1. Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation (as needed), drainage structures (as needed), and temporary roadway lighting. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize Index Series 600 of the FDOT Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

There will be NO LANE CLOSURES allowed between the hours of 7:00 AM to 8:00 PM unless requested in writing and approved by the City with minimum 48 hours' notice prior to scheduled lane closures. A lane may only be closed during active work periods. There will be no DETOURS allowed. All lane closures must be reported to the City designated Construction Engineering Inspector who will coordinate with local emergency agencies, the media, schools, etc. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

L. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing the design based on the concept and proposing construction methods that are permissible. The Design-Build Firm will be responsible for any required permit application fees (except as otherwise specified herein). All permits necessary will be acquired prior to commencing construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. Pinellas City is responsible for reviewing, approving, signing; and the Design-Build Firm will submit the permit application package including all permit modifications, or subsequent permit applications.

END OF DOCUMENT

DESIGN CRITERIA PACKAGE

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A. General:

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Verizon / Frontier	Stephen Waidley	(941) 266-9218 stephen.waidley@ftr.com
WOW	Brock Bronson	(614) 569-9862 brockton.bronson@wowinc.com
Tarpon Springs Utilities	Howard Matthews	(727) 946-2115 hmatthews@ctsfl.us
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1. Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation (as needed), drainage structures (as needed), and temporary roadway lighting. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize Index Series 600 of the FDOT Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

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L. Environmental Services/Permits/Mitigation:

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END OF DOCUMENT



CITY OF TARPON SPRINGS, FL

Procurement Services
324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

April 13, 2021

BID #210133-P-JL SPONGE DOCKS GATEWAY SIGN DESIGN-BUILD ADDENDUM 1

1. The time for the **NON-Mandatory Pre-bid** meeting has changed:

FROM: 10:00, APRIL 22, 2021 VIA ZOOM

TO: 09:30 APRIL 22, 2021 VIA ZOOM

Janina Lewis is inviting you to a scheduled Zoom meeting.

Topic: 210133-P-JL Sponge Docks Gateway Sign Design-Build
Time: Apr 22, 2021 09:30 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://ctsfl.zoom.us/j/94457696491?pwd=a2lhcG1sTGhLTmVmb0F1Rkh0R2c0QT09>

Meeting ID: 944 5769 6491

Passcode: 999999

One tap mobile

+16465588656,,94457696491# US (New York)

+13017158592,,94457696491# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 944 5769 6491

Find your local number: <https://ctsfl.zoom.us/u/abegBqnBrL>

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).



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April 14, 2021

**BID #210133-P-JL
SPONGE DOCKS GATEWAY SIGN DESIGN-BUILD
ADDENDUM 2**

1. The Design Criteria Package has changed. Please see attachment Dated April 13, 2021.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).



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April 22, 2021

**BID #210133-P-JL
SPONGE DOCKS GATEWAY SIGN DESIGN-BUILD
ADDENDUM 3**

1. The Pre-Bid Zoom meeting recording and Referenced Board of Commissioners' Agenda (BOC) Meeting dated January 12, 2021 link are located at:

https://youtu.be/oU3UQVoS_7g

https://www.youtube.com/watch?v=50OqxZ_cLY0&t=4250s

2. The RFP has been updated, see attached, RFP dated April 22, 2021.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).



CITY OF TARPON SPRINGS, FL

Procurement Services
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May 4, 2021

BID #210133-P-JL SPONGE DOCKS GATEWAY SIGN DESIGN-BUILD ADDENDUM 4

1. As a result of questions/comments received within the allotted time frame the following is provided:

The RFP has been updated see changes to **paragraph 3.2.2.1 Minimum Qualifications and Experience:**

FROM: "Identify the respondents' and/or team's experience with publicly bid signage projects as follows..."

TO: "Identify the respondents' and/or team's experience with publicly OR PRIVATELY awarded signage projects, SIMILAR IN SIZE AND SCOPE as follows..."

QUESTIONS and RESPONSES:

Q1) I have a question in regards to Section 3.2.2.1.; under the Minimum Qualifications Experience.

While we, have not done work on publicly built projects, we do have extensive expertise working on reinforced signage including multiple entry gateway signage such as this project.

We have vast experience working in design build projects and the level of detail required for successful execution of this type of work. This includes knowledgeable professionals in project management, permitting, design build, engineering, and fabrication. Furthermore we are familiar with managing the install conditions for a project such as this, with emphasis on safety, MOT, and site maintenance.

will you consider this company as a prospective bidder for this project.

R1) Any previously completed project that is visible or accessible by the general public that has been publicly or competitively bid can be considered a public signage project. This Section does not specifically require example projects to be publicly owned projects.

Q2) Bid Package Page 7 of 8 Section 1.2 states "... The process will include public involvement from which those with a local interest will have the opportunity to provide their input into the Sponge Docks Gateway Sign. Additional meetings, as deemed necessary, will be held with City

Addendum 4

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staff. The Selected Respondent/Proposer(s) will perform design development and prepare construction documents, obtain required permits and construct the sign.

May you confirm please, if the City Commissioners already approved the concept design or does the City expect the selected design built team to provide concepts to the City Commissioners and public for evaluation. Typically the public involvement process requires multiple rounds of renderings and concepts. We want to make sure we allow for that effort with our price proposal.

R2) The City Commission has approved a generalized concept but is interested in seeing alternative concepts. Please allow for multiple rounds of renderings and concepts, as the question suggests.

Q3) Is city going to provide sizes and width of sign, also engineering?

R3) Specific sizing is to be determined by the design/builder sufficient to safely span the roadway and meet the height requirements described in the Design Criteria Package.

Q4) Or can you give sizes approved by DOT??

R4) Please refer to the Design Criteria Package and the previous answer.

Q5) IS this project approved by DOT or is contractor responsible for DOT PERMITS??

R5) This is not an FDOT project.

Q6) Is city going to provide electric to the sign area or the sign will not be illumed with lighthouses on top of columns??

R6) Power is available at the adjacent City Marina facility. The design/builder must provide electrical connections as needed.

Q7) Are the graphics going to be digitally printed or does the city want tiles with graphics baked into tiles??

R7) The inclusion of graphics is to be determined by the design/builder with City and public input.

Q8) can we get an approximate how wide the street is and how high do you want the columns?

R8) Please refer to the survey document and the Design Criteria Package that were included in the bid advertisement.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).