

SPECIAL CONDITIONS

1. The design and construction of this complex is not guaranteed, no RFP may be accepted and the AMCD Board may decide not to move forward. Price, funding, build time and design could be factors in the final decision.
2. Firms will be evaluated initially on the basis of the written proposals. Thus the proposal must be complete, concise and clear as to the intent of the respondent. Further evaluation may include an oral presentation which will be scheduled after receipt of the written proposal.
3. Sales tax savings plan: Bidders price will include all applicable sales tax, AMCD, through the contractor (and sub-contractors), will pay for all substantial materials less the sales tax (AMCD is tax exempt). Contractor will then credit AMCD, using a negative change order, the purchase price and the applicable sales tax. This method will allow AMCD to save approximately 6.5% on the materials used for the building project. The estimated sales tax savings will be listed on the project score sheet by the bidder.
4. AMCD will want to see prices for the design portions, prices for the build portion and the design and build time estimates for the project.
5. Questions concerning the RFP will be made in writing to Richard Weaver rweaveramcd@bellsouth.net. All questions will be answered as an addendum to the RFP. No questions will be accepted after November 15, 2019 and all response addendums will be provided no later than November 19, 2019.

CONTRACTOR'S RISK INSURANCE

The contractor shall provide, at no additional cost to the owner, all insurance required in these documents, including, Builder's Risk Insurance for the total cost of this project.

The contractor shall not commence work under this contract until they have provided certificates to AMCD for amounts of insurance as follows:

1. Public Liability and Property Damage Insurance including Independent Contractor's Liability, Owner's Protection Insurance, Contractual Liability and Completed Operations Insurance as follows:
 - a. One person in any one accident, amount – Five Hundred Thousand Dollars (\$500,000.00)
 - b. Two or more persons in any one accident, amount – Five Hundred Thousand Dollars (\$500,000.00)
 - c. Property Damage in any one accident, amount – Five Hundred Thousand Dollars (\$500,000.00)
2. Automobile Liability Insurance (including coverage for Contractors Automotive equipment; owned, hired and non-owned);
 - a. One Person in any one accident, amount – Five Hundred Thousand Dollars (\$500,000.00)

- b. Two or More persons in any one accident, amount – Five Hundred Thousand Dollars (\$500,000.00)
- c. Property Damage in any one accident amount, amount – Five Hundred Thousand Dollars (\$500,000.00) with aggregate Property Damage in the amount of amount – Five Hundred Thousand Dollars (\$500,000.00)
3. Workmen's Compensation Insurance – Florida Statutory and any required by Maritime Law.
4. Contractor shall show proof of Professional Liability Coverage (umbrella) in the amount of One Million Dollars (\$1,000,000.00).
5. AMCD shall be shown as co-insured under the above insurance policies.

All insurance shall be maintained in force until completion of the work, and shall include an endorsement requiring ten (10) days prior to written notice the District (AMCD) before any change or cancellation is made effective.

BONDS

The contractor shall provide to the AMCD, a Performance and Payment Bond for the full amount of the contract.

SCHEDULING

The contractor shall coordinate the work schedule and shall be responsible for cooperation between the various trades and utilities involved to assure completion within the contract limits. The contractor shall be responsible for the security of their tools, equipment and materials.

PERMITS, CERTIFICATES, LAWS AND ORDINANCES

~~The contractor will submit the documents to the Building Department for general building permit review. The contractor shall be responsible for procurement of the General Building permit and all other permits, certificates and licenses required of them by law for the execution of the work, including subcontractor's permits.~~
The contractor shall comply with all the laws, ordinances, rules and regulations including environmental, relating to the performance of the work. All costs relating to these items including but not limited to water and sewer tap fees, meter fees, shall be the responsibility of the AMCD unless specifically noted otherwise.

FORMAT AND ORDER OF RESPONSES TO THE RFP

All proposals will be presented as 8 1/2 X 11 either bound or in notebook. The information will be tabbed according to each requested section.

Please note: Costs will be presented using the ranking form (Ranking Form RFP 19/20-1-1) as tab 11.

- The design (blueprint) cost for the site plan will consist of a per hour cost and a total number of hours allotted for design with a total cost so staff can rank the total cost for the site plan design portion.
- The design (blueprint) cost for the building design will consist of a per hour cost and a total number of hours allotted for design with total cost so staff can rank the total cost for the building design portion.
- The site plan construction cost will consist of:
 - A total cost for the construction of the site portion of the design.
 - General Conditions costs.
 - Other construction costs (if any).
- Costs will include all costs associated with the site plan design, building design and construction of the site portion of the design so that staff can rank the total cost of the project to arrive at a total design and build cost for the projects ranking purposes. Three cost lines, one for the site plan design and one for the building design and one for the construction will be required.
- Any alternates will be priced separately. These alternate prices, if any, will not be used for ranking purposes.
- A ranking form (Ranking Form RFP 19/20-1-1) is provided.

1. **INTRODUCTION/COVER LETTER:** You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, but at the least, this section should include the name, address, telephone number, fax number and e-mail address of one contact to whom any correspondence should be directed.

2. **BUSINESS ORGANIZATION:** In this section, you should describe your business organization and who will serve as major participants and their respective roles.

A. Organization. State full name, address, telephone / fax number and web address of the proposing firm.

1. Indicate whether those in the proposing group will operate as a sole proprietorship, individual, partnership, or corporation, and the state of its incorporation or license to operate.
2. As applicable, provide the name of the branch office or other subordinate element that will perform or assist in performing the services described herein.

B. Major participants. Interested parties may use joint venture partners or sub-consultants. If you plan to use this approach, provide the following in list form on a summary page (specific information about each partner or sub-consultant should be provided in the appendix, if desired).

1. A list of major participants, especially consultants, and complete addresses, and their role.
2. Should any of the participants include a Minority Business Enterprise (MBE), this should be noted.
3. Specific role in the project of each participant noted above.
4. Estimated percentages of participation of each participant noted above.

C. Confirmation of acceptance. By written confirmation, please note the following acceptance within the proposal (a signed statement will be sufficient).

1. Your firm/organization/joint venture consents that proposals will not be accepted from any company, firm, person, or party, parent or subsidiary, against which the District has an outstanding claim, or a financial dispute relating to prior contract performance with the District. Any time the District discovers such a dispute during any point of evaluation, the proposal will not be considered further.
2. Through a statement of disclosure, your firm/organization/joint venture will provide sufficient detail of any relationship, especially financial, between members of your firm and any District Board members, employees or their family members. This will allow the District to evaluate possible conflicts of interest. However, it will remain at the District discretion whether the extent of any conflict of interest remains substantial to disqualify any proposal.
3. Your firm/organization/joint venture consents that its proposal will remain valid for a period of not less than sixty (60) days from the due date of the proposal and not less than sixty (60) days from notification of progress in each step of evaluation.

3. **FIRM EXPERIENCE / CAPABILITY:** In this section, proponents will provide a list of their firm's work on projects the same as this one or similar to this one. The information will be presented at least in summary form and then can be followed as appropriate by a narrative.

A. Same-type projects. On the first page(s) of this section, the following will be provided in summary form as a list for the same type projects, either completed or substantially completed by the firm.

NOTE: This should also be completed for each major joint venture partner or sub-consultant in the proponent's group

- Name, location and description of project(s).

- Date of project / completion date.
- Describe the company's involvement in the project.
- Value in dollars.
- Size and scope of project.
- Name of client's project manager and telephone number.
- Name of architect of record and project architect and their role in this project.

B. Similar projects. To provide additional information, proponents can provide information on their work on projects related to this one (i.e. similar in design, construction or project approach), either completed or substantially completed.

4. **PROJECT TEAM.** This section will present those within your proposal who will deal directly on a day-to-day basis with this project.

A. **Organizational chart.** Provide an organization chart which gives a visual delineation of the organizational structure, and in particular, who will be interacting on a day-to-day basis between those on the design team and the District, especially the architect of record or the project architect (if different). A narrative of personnel and responsibilities can be included, as you deem appropriate. Within your organization chart, please note participation of any Minority Business Enterprise (MBE) or employees.

B. **Summary of key personnel.** On the first page(s) of this subsection, please provide a summary in list fashion of key personnel within the project team, their role in the project and a brief summary of their prior experience. This should be followed by a resume of each key staff person who will participate in the project, including key and relevant experience in similar projects.

C. **Architect / project manager.** Indicate who the assigned architect / project manager will be, the person's experience and background. The project manager's resume should be included and cover in detail their experience with similar projects

5. **DEMONSTRATED UNDERSTANDING OF PROJECT/CLIENT'S GOALS:** In this section, proponents will discuss their understanding of the project and its goals, why they believe their firm/partnership/join venture is the most qualified to undertake the work and how they would approach the project.

A. **Project understanding.** Provide a narrative that demonstrates your understanding of the project/strategy and project goals.

- B. Methodology.** Provide a description or outline of the methodology. This should include how your project team will approach the project and its working relationship with others such as the District.
1. Be specific about how your project team can translate the methodology you propose to meet program goals, interact with others outside of the project team who will be involved in the project and relevance of your approach to the Districts intent and needs.
 2. Be specific about how your project team will work with the design/build contractor to assure quality performance.
 3. Provide information on any special services or techniques which you will offer which differentiates your proposal from any other.
6. **MINORITY/LOCAL OUTREACH.** Provide information about your past experience in encouraging minority participation and how this experience will provide you with the basis for involving local and minority participation on this project. This might include being a MBE firm or participation of MBE suppliers or vendors.
7. **SCHEDULE.** Assume all work will proceed in a prompt and orderly manner. The proposal should indicate the expected amount of time to perform the services listed. Consideration will be given to the firm which can perform the service within the least amount of time. A time line will be provided. Note: The contract will have a clause allowing AMCD to deduct money due from the contract total for contract completion after the contracts scheduled completion date (late). The contract will have a clause allowing AMCD to add money due from the contract total for contract completion before the contracts scheduled completion date (early). Penalties and rewards will be made in the amounts of \$1,000.00 for a full calendar month project is completed behind or ahead of schedule.
8. **FINANCIAL STRENGTH.** This section should provide information demonstrating that the firm is financially sound and possesses sufficient financial resources to accomplish the project.
9. **REFERENCES.** References (at least three) including contact, relationship, address and phone number. Note: the District reserves the right to contact any previously mentioned client about your performance.
10. **MISCELLANEOUS.** This section provides an opportunity for you to provide other information that the project team considers relevant. Be specific.

11. **APPENDIX.** The appendix may be used to provide additional or detailed information about your firm's project team, experience and background which you wish to have considered.

RANKING OF THE RFP

- All the RFP submittals will be checked to make sure all AMCD policies and procedures were followed and all qualifications were met. All RFP submittals that qualify will then be ranked using a ranking system based on price, knowledge, experience, project completion time and minority outreach described in the Format and Order of Responses to the RFP above. The ranking form is attached to the RFP document (see Attachment RFP19/20-1-1, (ranking form). The top three (3) ranking firms will be recommended by the review committee (AMCD staff) to be presented to the Board of Commissioners.

The above is in compliance with AMCD policies and procedures for: Request for proposal for the design, engineering and building of the: AMCD Disease Vector Education Center Phase One.

~~SITE PLAN DEVELOPMENT & PERMITTING, BUILDING DESIGN, BUILDING PERMITTING & CONSTRUCTION OF THE AMCD DISEASE VECTOR EDUCATION CENTER PHASE ONE.~~

Request for proposal: For the design and building of the AMCD Vector Disease Education Center Phase One.

RFP name: SITE PLAN DEVELOPMENT & PERMITTING, BUILDING DESIGN, BUILDING PERMITTING & CONSTRUCTION OF THE AMCD DISEASE VECTOR EDUCATION CENTER PHASE ONE.

Opening by staff on: MONDAY, NOVEMBER 25, 2019 9 A.M. at 120 EOC Drive, St. Augustine, Florida 32092

Requests for proposals for the SITE PLAN DEVELOPMENT & PERMITTING, BUILDING DESIGN, BUILDING PERMITTING & CONSTRUCTION OF THE AMCD DISEASE VECTOR EDUCATION CENTER PHASE ONE will be considered by the AMCD Board at their meeting on THURSDAY, DECEMBER 12, 2019 5 PM.

AMCD advertised for this project in the St. Augustine Record, Legal Notices, in the October 18, 2019 through October 20, 2019 editions, prior to the December 12, 2019, meeting, and providing "**Reasonable notice**" for advertisement as per Florida Statutes.

CONFLICT OF INTREST FORM

Proposers and any corporate shareholder (if a corporation), its members (if a joint venture) and its partners (if a partnership or limited liability company) shall submit a completed Potential Conflict of Interest form (included in RFP package) and indicate that they are unaware of any actual or potential conflicts of interest or identify and describe, in detail, actual or potential conflicts of interest. For purposes of this certification, the Commission includes, but is not limited to, its commissioners, employees and representatives. Proposers shall refrain from contracting, either directly or indirectly, staff or District commissioners about the RFP, selection process or anything related thereto.

SUBMITTAL PROCEDURE

A particular procedure for submitting a sealed RFP to Our Board is necessary, following the District's Policies and Procedures.

Assigned RFP Numbers:

RFP numbers will be assigned as: "REQUEST FOR PROPOSALS FY19/20-1, **(your company name)** "SITE PLAN DEVELOPMENT & PERMITTING, BUILDING DESIGN, BUILDING PERMITTING & CONSTRUCTION OF THE AMCD DISEASE VECTOR EDUCATION CENTER PHASE ONE".

Original RFP shall be submitted **with eight (8) copies for a total of 9**, in a sealed envelope or box, and are to be identified in the **lower, left-hand corner** of the envelope or box with **your assigned RFP number** (see above) and the words, **"SEALED RFP"** (written or typed) directly under the bid number."

Hand delivery, US Postal service, Parcel services (UPS or Fed Express) and couriers are acceptable methods of delivering your RFP.

As per the advertisement, no REQUESTS FOR PROPOSAL will be accepted after 4PM NOVEMBER 21, 2019. Do not be late. You must be in compliance with the above procedure. Proposers seeking clarifications shall direct all communications in writing to Richard Weaver at Anastasia Mosquito Control District, 120 EOC Drive, St. Augustine Florida 32092. Fax 904-471-3189 or e-mail rweaveramcd@bellsouth.net, clarifications or modifications of this RFP document will be by addendum only. Addenda and other documents will be delivered by mail, FAX, e-mail or messenger to RFP document holders of record at the mailing address, FAX number, e-mail address or location provided by RFP document holders. The District may amend the RFP, as it sees fit, at any time, and may cancel the Request for Proposals at anytime.

The Board may reject any submittals in whole or part with or without cause.

Dr. Rui-De Xue
Director

CONFLICT OF INTREST & CLEAN HANDS DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*firm name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Anastasia Mosquito Control District nor has any outstanding past due debt to the Anastasia Mosquito Control District: and
4. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally known _____

OR Produced identification _____ Notary Public-State of _____

My Commission expires _____

(Type of Identification)

(Printed, typed or stamped commissioned name of Notary Public)

RANKING FORM RFP 19/20-1-1 (Tab 11) Revision 1 11/20/2019

Firm Name Harrell Construcion Co Inc

Date 11/26/19

Design and Engineering Costs
Site Plan

Cost per hour \$ ~~375.00~~

Total job hours ~~130 Days~~

Total Cost \$ ~~80,000.00~~ (points price)

Redacted portions of this document do NOT pertain to Contract C141

Award points on a scale of 1 to 20 with 20 points awarded to the lowest price

Points awarded _____

Design and Engineering Costs
Building

Cost per hour \$ 325.00

Total job hours 190 Days

Total Cost \$ 148,000.00 (points price)

Award points on a scale of 1 to 20 with 20 points awarded to the lowest price

Points awarded _____

Construction Costs
Site and building

A

Site plan construction cost \$ ~~97,700.00~~

B

General Conditions total cost \$ ~~45,800.00~~

C

Other construction costs \$ ~~20,500.00~~

Site Plan, General Conditions and Other construction, total cost (lines A, B, C) \$ ~~164,000.00~~ (points price)

Award points on a scale of 1 to 20 with 20 points awarded to the lowest price

Points awarded _____

Project Cost

Total RFP Contract Cost \$ ~~392,900.00~~

Additional Cost Information

Alternate cost (if any) \$ 0.00 (cost increases or decrease)

Estimated Sales Tax savings \$ 0.00 (cost reduction)

Experience of Firm/Firms (Tab's 1, 2, 3, 4, 8, 9 and 10)

INTRODUCTION/COVER LETTER: You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, but at the least, this section should include the name, address, telephone number, fax number and e-mail address of one contact to whom any correspondence should be directed.

BUSINESS ORGANIZATION: In this section, you should describe your business organization and who will serve as major participants and their respective roles. Organization. State full name, address, telephone / fax number and web address of the proposing firm.

Indicate whether those in the proposing group will operate as a sole proprietorship, individual, partnership, or corporation, and the state of its incorporation or license to operate.

As applicable, provide the name of the branch office or other subordinate element that will perform or assist in performing the services described herein.

Major participants. Interested parties may use joint venture partners or sub-consultants. If you plan to use this approach, provide the following in list form on a summary page (specific information about each partner or sub-consultant should be provided in the appendix, if desired).

A list of major participants, especially consultants, and complete addresses, and their role.

Should any of the participants include a Minority Business Enterprise (MBE), this should be noted.

Specific role in the project of each participant noted above.

Estimated percentages of participation of each participant noted above.

Confirmation of acceptance. By written confirmation, please note the following acceptance within the proposal (a signed statement will be sufficient).

Your firm/organization/joint venture consents that proposals will not be accepted from any company, firm, person, or party, parent or subsidiary, against which the District has an outstanding claim, or a financial dispute relating to prior contract performance with the District. Any time the District discovers such a dispute during any point of evaluation, the proposal will not be considered further.

Through a statement of disclosure, your firm/organization/joint venture will provide sufficient detail of any relationship, especially financial, between members of your firm and any District Board members, employees or their family members. This will allow the District to evaluate possible conflicts of interest. However, it will remain at the District discretion whether the extent of any conflict of interest remains substantial to disqualify any proposal.

Your firm/organization/joint venture consents that its proposal will remain valid for a period of not less than sixty (60) days from the due date of the proposal and not less

FIRM EXPERIENCE / CAPABILITY: In this section, proponents will provide a list of their firm's work on projects the same as this one or similar to this one. The information will be presented at least in summary form and then can be followed as appropriate by a narrative.

Same projects. On the first page(s) of this section, the following will be provided in summary form as a list for the same type projects, either completed or substantially completed by the firm.

NOTE: This should also be completed for each major joint venture partner or sub-consultant in the proponent's group

Name, location and description of project(s).

Date of project / completion date.

Describe the company's involvement in the project.

Value in dollars.

Size and scope of project.

Name of client's project manager and telephone number.

Name of architect of record and project architect and their role in this project.

Similar projects. To provide additional information, proponents can provide information on their work on projects related to this one (i.e. similar in design, construction or project approach), either completed or substantially completed.

PROJECT TEAM: This section will present those within your proposal who will deal directly on a day-to-day basis with this project.

Organizational chart. Provide an organization chart which gives a visual delineation of the organizational structure, and in particular, who will be interacting on a day-to-day basis between those on the design team and the District, especially the architect of record or the project architect (if different). A narrative of personnel and responsibilities can be included, as you deem appropriate. Within your organization chart, please note participation of any Minority Business Enterprise (MBE) or employees.

Summary of key personnel. On the first page(s) of this subsection, please provide a summary in list fashion of key personnel within the project team, their role in the project and a brief summary of their prior experience. This should be followed by a resume of each key staff person who will participate in the project, including key and relevant experience in similar projects.

Architect / project manager. Indicate who the assigned architect / project manager will be, the person's experience and background. The project manager's resume should be included and cover in detail their experience with similar projects

FINANCIAL STRENGTH: This section should provide information demonstrating that the firm is financially sound and possesses sufficient financial resources to accomplish the project.

REFERENCES: References (at least three) including contact, relationship, address and phone number. Note: the District reserves the right to contact any previously mentioned client about your performance.

MISCELLANEOUS: This section provides an opportunity for you to provide other information that the project team considers relevant. Be specific.

Award points on a scale of 1 to 15 with 15 being the highest

Points awarded _____

ANASTASIA MOSQUITO CONTROL DISTRICT
OF ST. JOHNS COUNTY

120 EOC DRIVE, ST. AUGUSTINE, FLORIDA 32092
TELEPHONE: 904-471-3107 FAX: 904-471-3189

REQUEST FOR PROPOSAL FOR THE SITE PLAN DEVELOPMENT & PERMITTING,
BUILDING DESIGN, BUILDING PERMITTING & CONSTRUCTION OF THE AMCD
EDUCATION CENTER AND MUSEUM

REQUEST FOR PROPOSAL # 19/20-1
Issued November 19, 2019

ADDENDUM 1

Harrell Construction asked for an extension of the submission time to be able to submit an RFI asking for clarification on items in the RFP and documents provided by AMCD. AMCD is amending the RFP as follows:

The original RFP solicitation date and RFP opening by staff date were:

RFP SOLICITATION END DATE: 4 P.M. NOVEMBER 21, 2019

RFP OPENING BY STAFF DATE: 9 A.M. NOVEMBER 25, 2019

The new RFP solicitation date and RFP opening by staff date have changed to:

RFP SOLICITATION END DATE: 4 P.M. NOVEMBER 26, 2019

RFP OPENING BY STAFF DATE: 9 A.M. NOVEMBER 27, 2019

End of Addendum 1

ANASTASIA MOSQUITO CONTROL DISTRICT
OF ST. JOHNS COUNTY

120 EOC DRIVE, ST. AUGUSTINE, FLORIDA 32092
TELEPHONE: 904-471-3107 FAX: 904-471-3189

REQUEST FOR PROPOSAL FOR THE SITE PLAN DEVELOPMENT & PERMITTING,
BUILDING DESIGN, BUILDING PERMITTING & CONSTRUCTION OF THE AMCD
EDUCATION CENTER AND MUSEUM

REQUEST FOR PROPOSAL # 19/20-1
Issued November 20, 2019

ADDENDUM 2

Harrell Construction asked submitted an RFI (Harrell RFI # 1) asking for clarification on items in the RFP and documents provided by AMCD. AMCD is amending the RFP as follows:

1. Question 1: Ranking form-section 3- construction and building cost- our understanding is “building” costs are not to be included in this RFP. Please confirm and revise Ranking form to reflect “Site Construction Cost” only.

Answer 1: You are correct “Building Costs” should not be included in the RFP. The lines “Building construction cost per sq. ft.”, “Building sq. ft.”, and “Building construction total cost” lines have been removed from the ranking form and a revised ranking form has been issued (Ranking Form RFP 19/20-1-1 (Tab 11) Revision 1 11/20/2019).

2. Question 2: Site Plan- Please provide anticipated temporary fence layout, to isolate existing facility from construction site and any security needs required with regards to the fencing.

Answer 2: Temporary fence for the site work and construction will require temporary fencing to keep the construction vehicles and workers off the main campus. Construction workers will park in the north east parking lot directly to the north of the construction site. AMCD has provided “Attachment 2 Temporary Fence Layout RFP 19/20-1-2”. The fence will run from the existing north fence (gate 2), south to just past the north door on building 400, from the south-east corner of building 400, south to the north east corner of building 500 and from the south east corner of building 500, east to the existing east boundary fence. Construction should not interfere with the operation of gate 2 (south-east gate). Relocation of the gate may become necessary after final design as part of the building construction. If site construction impacts the gate, a temporary gate will be needed or the gate can be closed, if necessary, for a short period of time.

3. Question 3: Building Plan/Design- Plaza area, please describe limits or use of plaza area in detail. Number of people and type of utilization anticipated.

Answer 3: The plaza area is anticipated to run the width of the building face and north into the existing grass area. AMCD would expect the area to serve small groups of 20 to 25 people using benches and/or picnic tables. Area would be a hard surface possibly concrete and have landscaping and lighting. The plaza may contain an art sculpture of some sort (to be determined). The existing grass area north of the building and proposed plaza may also be used for visitors to rest and may also contain examples of habitat, flora and fauna.

4. Question 4: Building Plan/Design- "Solar power panels on roof" additional information and intent is required. Will the solar panels supply power to ancillary items such as exterior signage and lighting, interior power for displays, lighting and outlets or full power including HVAC equipment. Is it anticipated a dedicated space room for batteries (for nighttime power use and power storage) is needed.

Answer 4: The solar design of the building should be for the full operational power needs of the building. The power needs in the evening will be smaller as the center will not operate during evening hours. If industry standard currently is to include a battery room then AMCD will require a battery room, the room should not impact square footage of the building and could be an out building. Plan to design the full package and have the design specification for the solar design be an alternate on the final building design Bid documents.

5. Question 5: Site Construction- "Landscaping & irrigation as needed per code"- This could interfere with eventual building construction. Consider removing from bid package.

Answer 5: Site Construction- "Landscaping & irrigation as needed per code"- Removed from RFP 19/20-1.

6. Question 6: Site Construction- "Wall mounted LED lights..." there is no vertical construction- please remove from bid package.

Answer 6: Site Construction- "Wall mounted LED lights..." Removed from RFP 19/20-1.

7. Question 7: Site Construction- "Placement of Exterior displays"- please give more detail of what is anticipated here, this is the only mention of exterior displays.

Answer 7: It is hoped that the plaza will have a center piece. This center piece may be something like a large mosquito sculpture. The area used for display should not use more than a 10' X 10' (100 sq. ft.) area of the plaza. The actual design of the display will most likely be a separate design but the building design will need to plan for lighting, security, location and support of the display.

8. Question 8: Building Plan/Design- interior displays, there are no indication of the quantity, size and anticipated complexity of the interior displays. Please provide

additional information or consider separating this portion from the building design and allowing for an allowance as a separate line item.

Answer 8: AMCD would like this portion of the design to remain in the overall design costs. The respondents may break the display portion out on the ranking form if desired but AMCD will be considering the total design costs. The spaces anticipated are:

- Entrance area with small lobby, small store area (lobby), a ticketed entrance to the display area.
- Bathrooms to code.
- Classroom/lab for hands on learning (may need a sink in the room and power and data at tables).
- Small movie/activity room.
- Offices (2).
- Storage/mechanical.

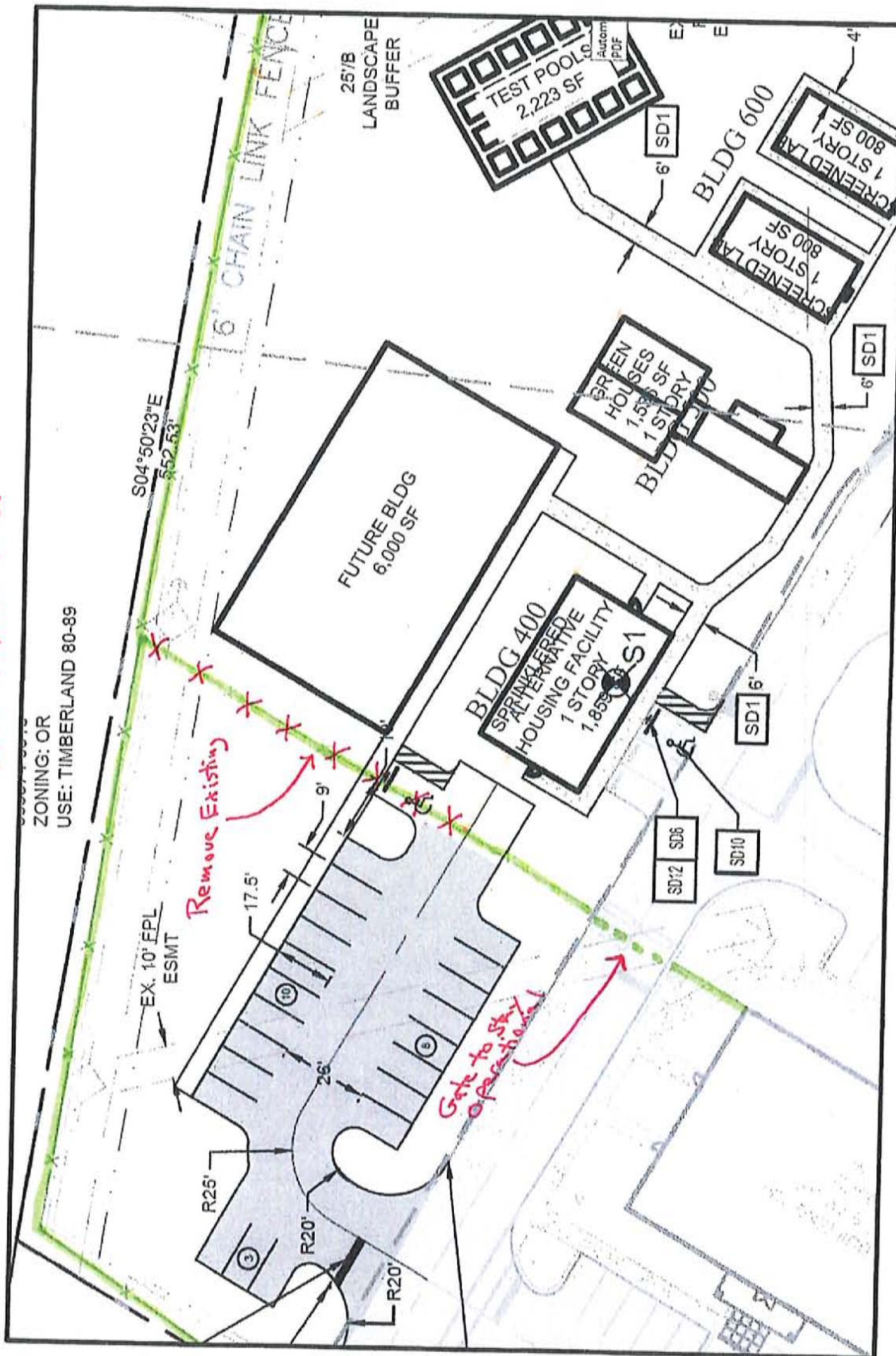
Display areas are going to highlight the following main sections:

- Section 1. History of Anastasia Mosquito Control District, this may work well in the lobby.
- Section 2. Vector-borne diseases and their public health and economic impacts.
- Section 3. Major species of mosquitoes (specimens on display), mosquito life cycle and habitats (salt marsh, fresh water, container-breeding, etc.).
- Section 4. Ticks and other major vectors (fleas, bed bugs, etc.) and their impacts on public health and economics.
- Section 5. University of Florida outreach display section to include other arthropods of medical, veterinary, and economic importance, fleas, bed bugs, roaches, fire ants, honey bees, and common butterfly.
- Section 6. Past, current, and future operation control methods, tools and technology.

Displays will consist of any or all of the following: Display cases with specimens, flat screen TV's, artwork, photography, interactive displays both electronic and mechanical, pedestal mounted items, hanging items, live animal displays (fish, bees), projected displays, computer generated displays, etc. Building design will allow for display lighting, display power and data to displays. Layout could involve varying ceiling and floor heights. Design team will work first with a committee for each sections display design (1 to 3 meetings per section) and with AMCD staff and Director for final design (1 to 2 meetings per section). Design meetings may be combined to save travel time for the design team and committee members depending on the complexity of a design section.

End of Addendum 2

*Attachment 2 Temporary Fence Layout
RFP 19/20-1-2*



Existing Fence: Green Proposed fence: Orange

 **AIA® Document A141™ – 2014****Standard Form of Agreement Between Owner and Design-Builder**

AGREEMENT made as of the 31st day of January in the year 2020

BETWEEN the Owner:

Anastasia Mosquito Control District of St. Johns County
120 EOC Drive
St. Augustine, FL 32092
Telephone Number: 904-471-3107
Fax Number: 904-471-3189

and the Design-Builder:

Harrell Construction Company, Inc.
4185 Sunbeam Road, Bldg. 200
Jacksonville, FL 32257
Telephone Number: 904-739-5700
Fax Number: 904-739-5959

for the following Project:

Anastasia Mosquito Control District of St. Johns Co. Disease Vector Education Center-
Civil Design & Construction
120 EOC Drive
St. Augustine, FL 32092

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

RFP-#19/20-1 Exhibit C & E

§ 1.1.1 The Owner's program for the Project:

None

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

None

§ 1.1.3 The Project's physical characteristics:

Init.

(Paragraphs deleted)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Design Engineer - \$ 80,900.00
Construction - \$164,000.00
Total - \$244,900.00

§ 1.1.7 The Owner's design and construction milestone dates:

(Paragraphs deleted) Exhibit F

§ 1.1.8 Design-Builder will retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

Doherty Sommers Architects Engineers, Inc.
CA# AA25000952
370 15th Avenue S.
Units A & B
Jacksonville, FL 32250
Telephone: 904-249-0698

.2 Consultants

Matthews Design Group, Inc., Civil Engineer
CA# 26535
7 Waldo Street
St. Augustine, FL 32084
Telephone Number: 904-826-1334

.3 Contractors

Harrell Construction Company, Inc.
CGC# 010394
4185 Sunbeam Road, Bldg. 200
Jacksonville, FL 32257
Telephone Number: 904-739-5700
Fax Number: 904-739-5959

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

None

§ 1.1.10 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.

§ 1.1.10.1 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.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Richard Weaver
Anastasia Mosquito Control District of St. Johns County
120 EOC Drive
St. Augustine, FL 32092
Telephone Number: 904-471-3107
Fax Number: 904-471-3189

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

None

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

None

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

Jason Harrell
Vice President
Harrell Construction Company, Inc.
4185 Sunbeam Road, Bldg. 200
Jacksonville, FL 32257
Telephone Number: 904-739-5700

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. 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.

§ 1.4.3 **The 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.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 **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, 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.

§ 1.4.6 **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.

§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the 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.

§ 1.4.9 **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. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a 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 in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **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. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. 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.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Paragraph deleted)

Monthly Progress Draws Based on Approved Schedule of Values (SOV) and Percentage of Completion.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors, if any, are set forth below.

(Paragraph deleted)

Individual or Position	Rate
See Exhibit G	

(Paragraphs deleted)

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder’s performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 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.

§ 3.1.3 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.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 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 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder’s employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** 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.

§ 3.1.6 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 and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, 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 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;

(Paragraphs deleted)

- .12 Additional information as agreed to by the Owner and Design-Builder.

§

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, 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.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, 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, 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.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 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 (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) 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.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will

Init.

do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 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.

§ 3.1.11.4 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.

§ 3.1.11.5 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.

§ 3.1.12 **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 may 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. Warranty period is 1 year from substantial completion. Manufacturer's extended warranties based on manufacturer's standard terms.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors 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.

§ 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, 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, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

Init.

§ 3.1.15 Contingent Assignment of Agreements

- § 3.1.15.1 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 Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, 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 relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, 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 the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection 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

§ 4.2.1 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.

§ 4.2.2 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. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

(Paragraphs deleted)

§ 4.2.3 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

Init.

proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design 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 system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 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 Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 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.

§ 5.3 Labor and Materials

§ 5.3.1 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.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 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.

§ 5.4 Taxes

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

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 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. Excludes utility connection, mobility and impact fees.

§ 5.5.2 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, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown 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 21 days after first observance of the conditions. The Owner shall 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, shall 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 the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of 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 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, 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 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.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, 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 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.

§ 5.7.3.1 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.

§ 5.8 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 9.10.2 as a record of the Work as constructed.

§ 5.9 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.

§ 5.10 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.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 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 reimbursement from the Design-Builder.

§ 5.12 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.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 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 other 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 14.

§ 5.13.1.2 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.

§ 5.13.1.3 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.

§ 5.13.1.4 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 Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 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.

§ 5.14.2 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 contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 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.

§ 5.14.4 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 10.2.5.

§ 5.14.5 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.

§ 5.15 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 from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 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 or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build