§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

(Paragraphs deleted)

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

(Paragraph deleted)

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 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 skill and judgment in furthering the interests of the Owner; 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.				
This Amendment to the Agreement entered	into as of the day and year first written above.			
OWNER (Signature)	DESIGN-BUILDER (Signature)			
(Printed name and title)	(Printed name and title)			

Additions and Deletions Report for

AIA® Document A141™ - 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:54:56 ET on 01/30/2020.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™—2014, Standard Form of Agreement Between Owner and Design-Builder dated the day of in the year (the "Agreement") (In words, indicate day, month and year.) 31st day of January in the year 2020 (the "Agreement")

(Name and location or address) Anastasia Mosquito Control District (AMCD) of St. Johns County Disease Vector Education Center - Civil Design & Construction 120 EOC Drive St. Augustine, FL 32092

(Name, legal status and address) Anastasia Mosquito Control District of St. Johns County 120 EOC Drive St. Augustine, FL 32902

(Name, legal status and address) Harrell Construction Company, Inc. 4185 Sunbeam Road, Bldg. 200 Jacksonville, FL 32257

(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section A.1.2 below

[1 Cost of the Work plus the Design Builder's Fee, in accordance with Section A.1.3 below

[] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2.1 The Stipulated Sum shall be Two Hundred Forty Four Thousand, Nine Hundred dollars (\$ 244,900.00

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design Build Decuments and are hereby accepted by the Owner:DesignBuild.

None

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), 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.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below 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. (Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

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(1953719154)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

PAGE 2

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 10th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ten (10) days after the Owner receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that eash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Sum, 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. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, 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. PAGE 3

- Take that portion of the Contract Sum properly allocable to completed Work as determined by .1 multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (%)-10%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and .2 suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.
- No. Retainage held on design services.

(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

Retainage reduction to five percent (5%) upon 50% completion.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;
- Subtract the aggregate of previous payments made by the Owner;
- Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 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 cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

- .2 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, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;
- Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner, Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days, Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Start Design Construction 10 Days from execution of Agreement

130 Days 100 Days

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

PAGE	4				
	<u>N/A</u>	N/A	N/A	N/A	
	r list the specifications her 19/20-1	e or refer to an exhi	bit attached to this Amendn	nent.)	
	Section	Title	Đate	Pages	
	r list the drawings here or 19/20-1 (edited), RFP Add		ttached to this Amendment.		
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None

Robert Thornton

PAGE 5

Jason Harrell

Paula Harrell/Trulie Towne - Accounts Receivables

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

Matthews Design Group, Inc., Civil Engineer
CA# 26536
7 Waldo Street
St. Augustine, FL 32084
Telephone: 904-826-1334

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work)

Person Included

Status (full-time/part-time) Rate (\$0.00)

Rate (unit of time)

PAGE 6

User Notes:

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

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§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design Builder; any entity in which any stockholder in, or management employee of, the Design Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design Builder. The term "related party" includes any member of the immediate family of any person identified above.

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§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- Expenses of the Design-Builder's principal office and offices other than the site office;
- Overhead and general expenses, except as may be expressly included in Section A.5.1;
- The Design Builder's capital expenses, including interest on the Design Builder's capital employed for the Work;
- Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Glenis Harrell, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:54:56 ET on 01/30/2020 under Order No. 9789523179 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141TM – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
Title)			
(Dated)			

BOTTO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS DERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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PRODUCER			CONTACT Brenda Otto CISR							
	il W. Powell & Company				PHONE	, _{Ext):} (904) 3	153-3181	FAX	904)	353-5722
219	N. Newnan Street ksonville, FL 32202				E-MAIL	ss: Botto@c	wpowelling			
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								MED EXP (Any one person)	\$	1,000,000
								PERSONAL & ADV INJURY	\$	2,000,000
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	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(, G, down,)	\$	
В	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	9,000,000
	EXCESS LIAB CLAIMS-MADE			UMB100014722		06/20/2017	06/20/2018	AGGREGATE	\$	9,000,000
	DED X RETENTION\$ 10,000								\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		,	001WC17A76314		06/20/2017	06/20/2018	E.L. EACH ACCIDENT	\$	500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	500,000
В	Leased/Rented Eqpmt			CM0009722		06/20/2017		Ded: \$1,000		100,000
В	Installation Floater			CM0009722		06/20/2017	06/20/2018	Deductible \$1,000		120,000
RF	cription of operations / Locations / Vehicl AMCD Research Facility stasia Mosquito Control District of St. Je									
CE	RTIFICATE HOLDER				CANO	ELLATION		10,10,10,10		
Anastasia Mosquito Control District of St. Johns County 120 EOC Drive				f St. Johns County	THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL I BY PROVISIONS.		
	Saint Augustine, FL 32092									

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations (As required by written contract or agreement per Paragraph A. below.) Automatic Status

Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

- 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
- 3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
- 3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

- 1. Only applies to the extent permitted by law;
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- 3. Will not be broader than that which is afforded to you under this policy; and
- 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph A.1.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Section IV - Commercial General Liability Conditions is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

- 1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- 2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
- 3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

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 AND BUILDING DESIGN OF THE AMCD DISEASE VECTOR EDUCATION CENTER

REQUEST FOR PROPOSAL # 19/20-1

RFP SOLICITATION START DATE: 8 A.M. OCTOBER 21, 2019

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

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

RFP CONSIDERATION: BOARD OF COMMISSIONERS' REGULAR MEETING AT 5 P.M. DECEMBER 12, 2019

SPECIFICATIONS

PROJECT NAME: AMCD Disease Vector Education Center Phase One.

PROJECT LOCATION: 120 EOC Drive, St. Augustine FL 32092.

LOCATION STATUS: Property is cleared and fenced. Power, water and sewer are in place adjacent to the proposed building location. All property is zoned for government use.

SCOPE OF WORK:

- AMCD is requesting proposals from qualified design/build construction firms to:
 - Develop a site plan (blueprints) for the project including all necessary permitting.
 - Produce a plan/design (blueprints) for one building including interior layout and displays.
 - Preform the site construction and permitting.
- The plans will be approved by the AMCD Director and staff, then required permits will be pulled and the site work will be constructed.
- AMCD will expect the selected firm to meet with the AMCD Director and staff to assure the selected firm completely understands the needs before evolving final design(s)/plan(s).

PROJECT DESCRIPTION:

AMCD is building a 6000 sq. ft., 60' X 100' foot print, single story building that will house an education center. This building will be located at 120 EOC Drive St. Augustine FL 32092 East of building 400 and south of the east parking lot. The design and building of this project will be done in phases. The current RFP, phase one is for the site plan, building plan and construction of the site plan. Building construction, interior design including displays and construction of interior including, but not limited to, walls, ceiling flooring, counters, electric, plumbing, HVAC, data, phone, alarms, keycard and installation of displays will be bid in additional phase(s). The education center will educate the public about disease vectors and vector borne diseases, especially mosquito borne diseases.

REQUIREMENTS:

Design and building requirements will be broken down into three sections

Site Plan

- Develop an Engineering Concept Site Plan using the following criteria:
 - Placement of a 6000 sq. ft building east of building 400 and south of the east parking lot.
 - o Additional or improved parking as needed.
 - Sidewalks, fencing, access points to the public and non-public areas.
 - Placement of exterior displays.
 - o All underground utilities.
 - All above ground utilities.
 - Other appurtenances requested by AMCD during the Concept Plan development.
- Prepare a Construction Plan based on this RFP. Construction Plan will depict limits of land clearing and tree removal, site grading and earthwork, storm water drainage systems, buildings, paving and water and sewer utilities. Plans will describe the construction work including details and specifications in conformance with St. Johns County (SJC) and St. Johns River Water Management District (SJRWMD). It is assumed that utility connections will be made to stub outs provided at the south east corner of building 400. It is anticipated that storm water treatment for the project will be provided by existing retention ponds.
- Site Plan describing site layout, walkways, roadways, building and site improvements.
- Demolition Plan describing items to be removed/retained on the existing site.
- Grading Plan describing site grading details and contours, storm water retention and storm water lines.
- Utility Plan describing water, fire water and domestic sewer requirements, with references to the appropriate SJC standards.

- Construction details as needed to expand on the information in the above plan sets.
- Storm Water Pollution Prevention Plan (SWPPP).
- · Minimum landscaping to meet SJC requirements.
- Prepare permit application packages with supporting documents to apply for the following construction permits:
 - o SJC Development Review Permit.
 - o SJRWMD Environmental Resource Permit.
 - o FDEP Permit modification for sanitary Sewer.
 - Any other permits necessary.
- This proposal will include addressing reasonable comments from the permitting agencies in the permitting process.

Building Plan/Design

- 6000 sq. ft 60' X 100' metal building, prefer that the building be "Varco Pruden Building" to match all current buildings on site.
- The building design will be decided during the planning stage dependent on needs.
- The front (north) wall of the building will have a unique design to make it stand out as an Education Center. Design will be glass and steel modern. Entry and exit door will consist of two glass store front doors to match existing buildings doors or the modern architecture of the building front design. The front (north) wall of the building will have a lighted or spotlighted sign "Anastasia Mosquito Control District Disease Vector Education Center".
- Land area between the north east parking lot and new building will have a small plaza area with concrete paved area, landscaping and benches.
- Plaza area and or complex parking entrance will have a small spot lighted sign "Anastasia Mosquito Control District Disease Vector Education Center"
- Solar power panels on roof top.
- Building will contain two bathrooms to code, store room and two offices.
- Building design would include all interior spaces and all necessary components to include electrical (including solar power), plumbing, HVAC, flooring, celling, etc.
- Interior design would include display locations, display type and all necessary display components like lighting, data, power etc.
- If company has no education center design experience, they may consider partnering with a design company with this type of experience.
- Building will have fire suppression (sprinkler) system.
- Phone and data from building 100.
- Burglar alarm will be installed in the building. The alarm system will tie into the existing system located in building 100. Key pad locations will be at the front entry door and the rear entry door (2 key pads).

- CCTV that will cover parking lot, entrances and interior. The CCTV will tie
 into the existing system located in building 100. CCTV will be installed as
 part of the future interior work.
- Key card scan system to match existing system. Key cards will be required for entry and exit doors. The amount of key card access locations expected are 4 but will depend on outside door layout with a minimum of one at each outside door.
- All lighting will be long life LED lights and light fixtures. Minimum lighting will be installed until interior installation.
- Design and plans for the building will adhere to all applicable laws, rules regulations and codes.
- Any discrepancies or perceived problems found in the RFP's design requirements should be brought to the attention of AMCD in the RFP as a proposed change.
- Door keys for all buildings will conform and work with existing master keys and key locks used at the current facility.
- Building design/plans will be used for interior design bid and interior construction bid.

Site Construction

- Domestic water, fire system water and sanitary sewer utilizing the existing system.
- Provide underground electric service, (single phase 200 A), from the existing power pole and transformer to the new building.
- Construct additions to parking lot as need by code.
- Run fiber optic and or data cable as needed from building 100 for phone, data, burglar and key card system to service to the building.
- Landscaping & Irrigation as needed per code. The design team will work with AMCD maintenance staff during design to develop an easy to maintain design.
- Wall mounted outside LED lights located near entrance doors. Other outside lighting will be used for accents, sign lighting and safety.

SCHEDULE OF ALTERNATES

None.

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.
- 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.
- 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, CERTIFCATES, 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 81/2 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:
 - o A total cost for the construction of the site portion of the design.
 - o 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 there 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 than 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 join 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

	EBY CERTIFY that		
1.	I (printed name)		am
	I (printed name) the (title) the firm of (firm name)	_ and the duly authorized repres	entative of
	me min or (min name)		
	whose address is		, and that
	I possess the legal authority to make t firm for which I am acting; and,	his affidavit on behalf of myself	and the
2.	Except as listed below, no employee, conflicts of interest, real or apparent, interests associated with this project;	due to ownership, other clients, o	e any contracts, or
3.	Neither the business nor any authorize of the business has been determined to be in noncompliance with or in violat Mosquito Control District nor has any Mosquito Control District: and	by judicial or administrative boation of any provision of the Anas	rd action to tasia
4.	This proposal is made without prior u any corporation, firm, or person subm is in all respects fair and without collu	nitting a proposal for the same se	nection with rvices, and
Signat	ure:		
Printed	d Name:		
Firm N	Vame:		
Date:			
Sworn	to and subscribed before me this	day of	20
Person	nally known		
OR Pr	oduced identification	Notary Public-State of	
Му Со	ommission expires		
(Type	of Identification)		
	ad typed or stamped commissioned na		

RANKING FORM RFP	19/20-1-1 (Tab 11) Revision 1 11/20/2019
Firm Name Harrell Con	struciton Co Inc Date 11/26/19
Design and Engineering Costs Site Plan Redacted portions of this document Contract A141 Award points on a scale of 1 to 20 with 20 points awarded to	Total Cost \$ 80,900.00 (points price)
Design and Engineering Costs Building Award points on a scale of 1 to 20 with 20 points awarded to	Total job hours 190 Days Total Cost \$148,000.00 (points price) he lowest price Points awarded
Construction Costs A Site and building	Site plan construction cost \$ 97,700.00
В	General Conditions total cost \$ 45,800.00 Other construction costs \$ 20,500.00
Site Plan, General Condit Award points on a scale of 1 to 20 with 20 points awarded to	ons and Other construction, total cost (lines A, B, C) \$ 164,000.00(points price) he lowest price Points awarded
Project Cost	Total RFP Contract Cost \$ 392,990.00 \$244,900
Additional Cost Information	Alternate cost (if any) \$ 0.00 (cost increeses or decreese) 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 there 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 than 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 or	a scale of 1 to 1	5 with 15 bei	ng the highest
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Poi	nts	award	led	

	Knowledge of Project (Tab 5)		
	they believe their firm/partnership/join venture is the Project understanding. Provide a narrative that demor methodology. This should include how your project to Be specific about how your project team can translate in the project and relevance of your approach to the E Be specific about how your project team will work with Provide information on any special services or technic	ict. ology. Provide a description or outline of the s the District.	
	Award points on a scale of 1 to 10 with 10 being	g the highest score	Points awarded
	Length of Time for Completion of Project (Tab 7)	
	Consideration will be given to the firm which can per allowing AMCD to deduct money due from the contr	t and orderly manner. The proposal should indicate the expected amount of form the service within the least amount of time. A time line will be provide act total for contract completion after the contracts scheduled completion of total for contract completion before the contracts scheduled completion da h project is completed behind or ahead of schedule.	ed. Note: The contract will have a clause date (late). The contract will have a clause
	Award points on a scale of 1 to 10 with 10 being	g the highest score	Points awarded
	Minority Outreach (Tab 6) MINORITY/LOCAL OUTREACH: Provide information for involving local and minority participation on this	about your past experience in encouraging minority participation and how t project. This might include being a MBE firm or participation of MBE supplie	his experience will provide you with the basis ers or vendors.
	Award points on a scale of 1 to 5 with 5 being t		Points awarded
į	Were there any exceptions to the RFP documer Extension of fire, water and sewer lines cont		Total points
	2 (10 Sept 20 Sept.		Ranking
	Committee Members	,	
	PRINT NAME	SIGANATURE	-
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	PRINT NAME	SIGANATURE	
	PRINT NAME	SIGANATURE	-
		_	

SIGANATURE

PRINT NAME

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 then 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 habitants (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.

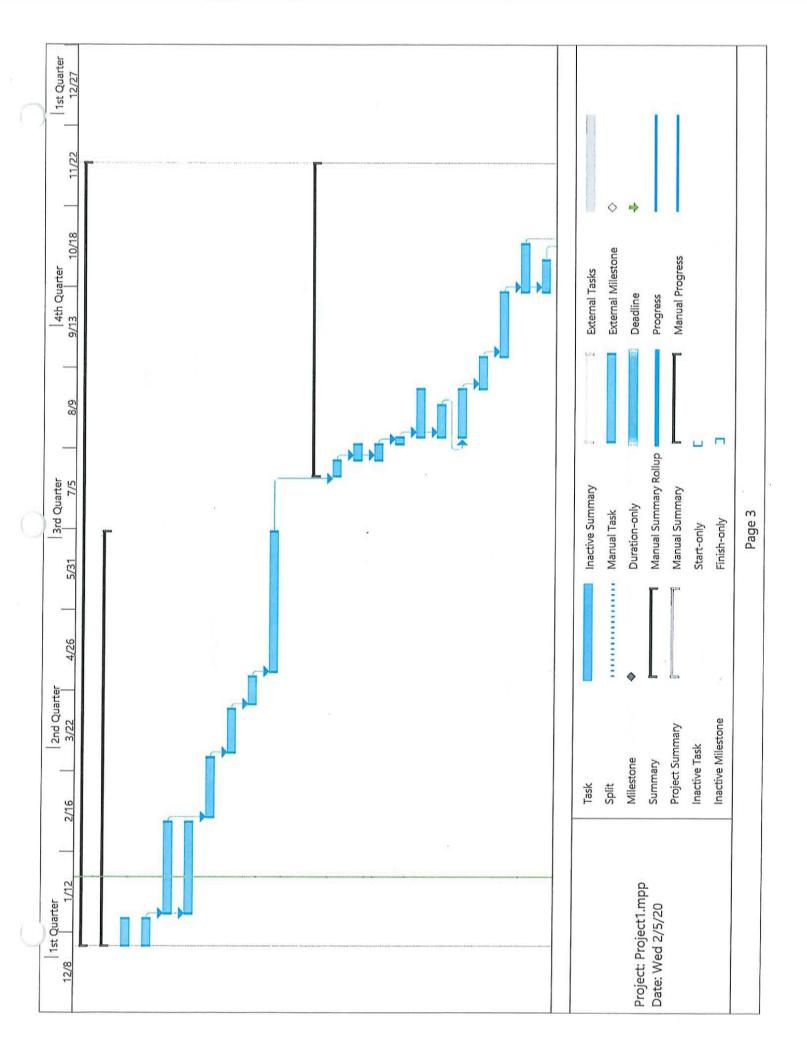
Attachment a Temporary fonce Layout RFP 19/20-11-2

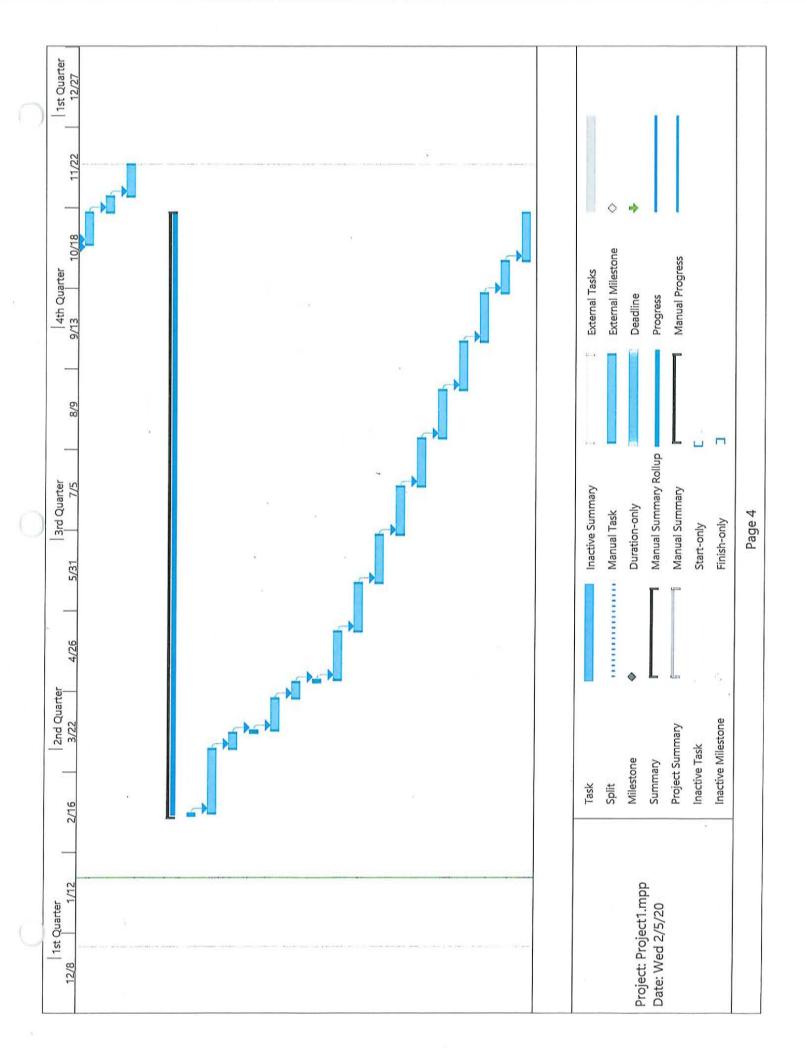


Existing Fence: Green Proposed fence: Orange

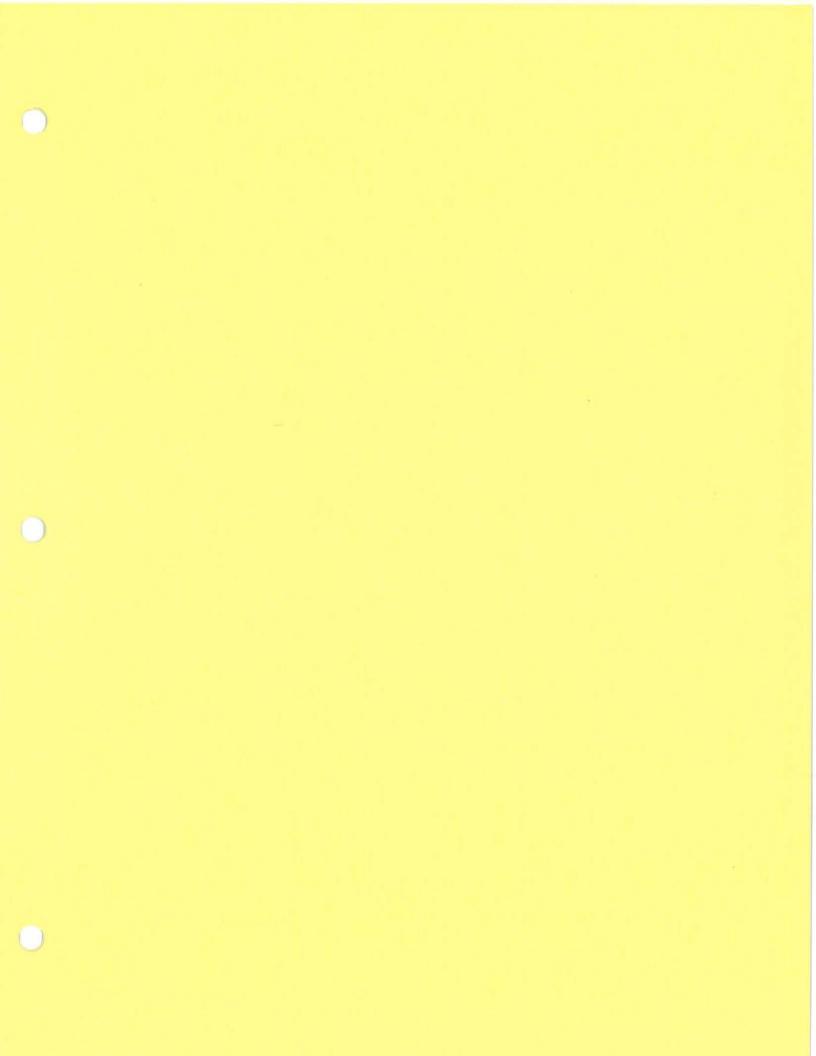
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landscaping replace fencing breakdown cles breakdown cles Building Planning		Duration	Start	Finish	Predecessors	Resource Names	4th Quarter 9/29	11/3
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★ Shell/Ex	Shell/Exterior Arch	20 days	Wed 3/4/20	Tue 3/31/20	29			
* Architec	Architectural Interior	5 days	Wed 4/1/20	Tue 4/7/20	30			
Finalize	Finalize interior Layout	1 day	Wed 4/8/20	Wed 4/8/20	31			
Structur	Structural (prelimianry)	10 days		Wed 4/22/2032	32			
₩ MEP & S	MEP & Solar (initial)	5 days	Thu 4/23/20 Wed 4/29/2033	Wed 4/29/20	33			
★ Area All	Area Allocation	1 day	Thu 4/30/20	Thu 4/30/20	34			
Dlispay Area 1	Area 1	15 days	Fri 5/1/20	Thu 5/21/20	35			
> Dlispay Area 2	Area 2	15 days	Fri 5/22/20	Thu 6/11/20	36			
>> Dlispay Area 3	Area 3	15 days	Fri 6/12/20	Thu 7/2/20	37			
Dlispay Area 4	Area 4	15 days	Fri 7/3/20	Thu 7/23/20	38			
→ Dlispay Area 5	Area 5	15 days	Fri 7/24/20	Thu 8/13/20	39			
Display Area 6	Area 6	15 days	Fri 8/14/20	Thu 9/3/20	40			
* Finalize	Finalize Interior layout	15 days	Fri 9/4/20	Thu 9/24/20 41	41			
₩ WEP &	MEP & Solar (Final)	15 days	Fri 9/25/20	Thu 10/15/2(42	42			
Fire		10 days	Fri 10/16/20	Thu 10/29/2043	43			
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1	Inactive Milestone		Finish-only					





Manhour	Unit
Project Role Unit Rates	Rate/Hr
Principal	\$175.00
QA/QC Manager	\$160.00
Senior Planner	\$160.00
Senopr PM	\$160.00
Senior PE	\$160.00
PM	\$140.00
Landscape Architect	\$140.00
Seniorr Const Inspector	\$105.00
Senior CAD Designer	\$100.00
Inspector	\$75.00
Admin Support	\$55.00
Superintendant	\$75.00



Anastasia Mosquito Control District of St. Johns County

120 EOC Drive, St. Augustine, Florida 32092 PH: (904) 471-3107 • Fax (904) 471-3189 • Web Address: www.amcdsjc.org

MEMO

DISTRICT DIRECTOR

Dr. Rui-de Xue



BOARD OF COMMISSIONERS:

Jeanne Moeller, Chairperson Trish Becker, Vice-Chairperson Don Girvan, Secretary/Treasurer Gary Howell, Commissioner Gina LeBlanc, Commissioner

TO: Board of Commissioners

FROM: Dr. Rui-De Xue, Director

CC: Charolette M. Hall, Administrative Assistant

DATE: January 28, 2020

RE: AMCA Washington, DC Legislation meeting (May 12-14, 2020)

The AMCA Washington, DC, Legislation meeting is being held in Washington, D.C. on May 12 through May 14, 2020.

Commissioners' Moeller and Becker and Dr. Xue will be attending this meeting. The Board will discuss and approve the travel for this meeting.



Anastasia Mosquito Control District of St. Johns County

120 EOC Drive, St. Augustine, Florida 32092 PH: (904) 471-3107 • Fax (904) 471-3189 • Web Address: www.amcdsjc.org

2020 MEMO

DISTRICT DIRECTOR
Dr. Rui-De Xue



BOARD OF COMMISSIONERS:

Jeanne Moeller, Chairperson Trish Becker, Vice-Chairperson Don Girvan, Secretary/Treasurer Gary Howell, Commissioner Gina LeBlanc, Commissioner

TO: Board of Commissioners

FROM: Dr. Rui-De Xue, Director and Richard Weaver, Business Manager

CC: Charolette M. Hall, Administrative Assistant

DATE: February 13, 2020

RE: Mobisoft and MGIS Contracts for the Geomosquito Database (current active database and archive database), Employee Phone Application, Geomosquito Mapping Solution and Public Service Phone Application

The Mobisoft hosting and maintenance contract ran out October 31, 2019. Staff had started contract negotiations well over a year ago but failed to get an agreement. The AMCD attorney was also involved in trying to get an agreement without success. AMCD staff finally got the contractor Mobisoft and the subcontractor MGIS to agree to split the contract between the products that they developed. Mobisoft developed the Geomosquito Database (current active database and archive database) and the Employee Phone Application. MGIS developed the Geomosquito Mapping Solution and Public Service Phone Application. These software programs are interconnected and must work in sync. It was decided that Mobisoft would host and maintain the Geomosquito Database (current active database and archive database) and the Employee Phone Application and MGIS would host and maintain the Geomosquito Mapping Solution and Public Service Phone Application. Two (2) contracts were drawn up one (1) for Mobisoft and one (1) for MGIS, a third exhibit was added to the contracts holding Mobisoft and MGIS responsible for maintaining a professional relationship with each other and keeping the dependent software systems functioning. AMCD is confident that with additional language recommended by staff and the District attorney we can have a stable and productive relationship with both companies and accomplish the changes and updates necessary for the continued use of the software's.

The contract is for five (5) one (1) year terms. Contract start date is October 1, 2019, both companies have been hosting and maintaining the software since the contract lapsed. Contract will now run for one full fiscal year starting with FY 19/20.

Staff and the District attorney have reviewed the contracts and found them to be correct and satisfactory. Staff recommends that the Board approve the two contracts and that the Chairperson sign the contracts.

MGIS

Maintenance & Hosting Contract
Submitted to: Richard Weaver
Anastasia Mosquito Control District

Submitted by: Marc Guindon MGIS Inc. (MGIS)

Dated February 13, 2020

Scope:

This contract is for the Anastasia Mosquito Control District (AMCD), which states that MGIS Inc. (MGIS) will offer services for remote server web hosting (Exhibit A) and software maintenance (Exhibit B) for the Geomosquito Mapping Solution and the Geomosquito Public Service Request Phone Application. MGIS and Mobisoft will maintain a professional relationship and keep the dependent software systems functioning (Exhibit C). The details for each of these are listed below as "Exhibit A", "Exhibit B" and "Exhibit C".

Pricing and Payment Terms:

The table below shows the total annual cost for Hosting (Exhibit A) and Software Maintenance (Exhibit B).

Hosting Exhibit A annual cost: \$2,400.00

Software Maintenance Exhibit B annual cost: \$6,000.00

The total amount for hosting and software maintenance will be due at the start of each annual contract renewal.

Contract Term and Termination:

Contract Start Date: October 1, 2019 Contract End Date: September 30, 2020

Term Renewal: This contract shall commence and continue in effect for a period of one (1) year from the contract start date (the "Term"). This contract shall automatically renew at the end of the current term or at the end of a renewal term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Automatic renewal is limited to four (4) terms of one (1) year each.

Termination for Breach: If either party fails to comply with any of the provisions of this Contract other than the payment terms, the other (non-breaching) party may terminate this Contract upon thirty (30) days prior written notice to the breaching party.

Additional Service Charges:

Additional maintenance preformed on the Mapping Solution: \$100.00 per hour. Additional maintenance preformed on the Public Service Request Phone Application: \$100.00 per hour.

MGIS will provide a timesheet for all work performed on the Mapping Solution and the Public Service Request Phone Application to be approved by AMCD before providing an invoice for payment. Invoices will be paid within thirty (30) days of receipt of invoice. Additional Service Charges will apply after the annual contracted maintenance hours are exhausted.

Deliverables:

MGIS will provide AMCD the original source code and the name of the operating software for the Mapping Solution and the Public Service Request Phone Application upon execution of this Contract. AMCD will not sell or share original source code with any outside entity or party. MGIS will retain the right to sell or share the original source code with any entity or party it chooses. AMCD will keep the original source code on the AMCD server to insure if MGIS ceases to be in business, declines to provide service or is in breach of contract AMCD will be able to continue to use the Mapping Solution and the Public Service Request Phone Application and maintain the software solutions integrity.

Public Records:

If the contractor (MGIS) has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact Dr. Rui-De Xue, the Director and custodian of public records at (904) 471-3107, xueamcd@gmail.com, 120 EOC Drive, St. Augustine Florida 32092.

The contractor (MGIS) shall comply with Chapter 119, Florida Statutes, in regards to public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public
 agency 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 this
 chapter or as otherwise provided by law.
- Ensure 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 the contract term and following completion of the contract if the contractor does not
 transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor (MGIS) or keep and maintain public records required by the public agency to perform the service. If the contractor (MGIS) transfers all public records to the public agency upon completion of the contract, the contractor (MGIS) shall destroy any duplicate public records that are exempt or confidential and

exempt for public records disclosure requirements. If the contractor (MGIS) keeps and maintains public records upon completion of the contract, the contractor (MGIS) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology system or the public agency.

Failure to provide the public records to the public agency within a reasonable time may subject the contractor to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

Authority to Transact Business in Florida:

Before execution of this contract MGIS will obtain a certificate of authority to transact business in the State of Florida pursuant to s. 607.1503, Florida Statutes, and provide a copy of said certificate, to AMCD.

By: Marc Guindon	By: Jeanne Moeller
MGIS Inc.	Anastasia Mosquito Control District

Exhibit A

MGIS Remote Server Web Hosting of the Geomosquito Mapping Solution and Public Service Request Phone Application

MGIS will provide secure remote hosting of the MGIS Geomosquito Mapping Solution and the Geomosquito Public Service Request Phone Application. The contract will be billed on an annual basis at \$2,400.00. The contract will run from the first day of the first month (1) to the last date of the twelfth (12) month (one (1) year).

The remote servers will be secure and will have twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year access. MGIS guarantees that the server will not go out of service during the contract period. The remote server will have a secondary backup server to guarantee uninterrupted service.

Data and access to data will be on the cloud based, MGIS supported server. The MGIS Geomosquito Mapping Solution and the Geomosquito Public Service Request Phone Application is guaranteed to function on the cloud based remote server hosted by MGIS. AMCD will be provided the log in information, passwords and procedures for access to servers and log in information and passwords for access to the mapping data and employee phone application data.

Exhibit B

MGIS Software Maintenance Contract for the Geomosquito Mapping Solution and Public Service Request Phone Application

MGIS will provide maintenance and regular upkeep of the MGIS Geomosquito Mapping Solution and the Geomosquito Public Service Request Phone Application. The contract will be billed on an annual basis at \$6,000.00. The contract will run from the first day of the first month (1) to the last date of the twelfth (12) month (one (1) year).

Emergency service for loss or outage of one of the contracted software packages will be provided on a twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year basis. Normal problems and upgrades will be handled during normal business hours (seven (7) AM EST to three (3) PM EST Monday through Friday).

Twenty-four (24) billable work hours of service on the MGIS Geomosquito Mapping Solution and twenty-four (24) billable work hours of service on the Geomosquito Service Request Phone Application will be included in the contract price per each contract year. The contract price includes maintaining and web address(es), data base and/or software license(s), Apple and/or iPhone and Android license(s) and ensuring that the web address(es) and license(s) remain current and up to date.

Any web address for the Mobisoft Geomosquito Mapping Solution and the Geomosquito Public Service Request Phone Application will be updated from development (dev.) to a normal operating web address and will be secure sites (https).

Any billable time will be credited or billed on a monthly basis. Timesheets will be provided to AMCD on a monthly basis for approval of time spent on the software maintenance. Hours worked will be invoiced after approval of the timesheets. Time spent on the MGIS Geomosquito Mapping Solution will be billed separately on the invoice from the Geomosquito Public Service Request Phone Application time allowing AMCD to track the number of hours used from the annual contracted hours and the number of additional hours billed at the hourly rates.

Hourly billable rate billed above the twenty-four (24) hours allowable under this contract for the Mobisoft Geomosquito Mapping Solution and the twenty-four (24) hours under this contract for the Geomosquito Public Service Request Phone Application will be billed at a rate of: Additional maintenance preformed on the Mapping Solution: \$100.00 per hour Additional maintenance preformed on the Public Service Request Phone Application: \$60.00 per hour.

MGIS will assign one (1) employee contact to manage service on the Mapping Solution and the Public Service Request Phone Application. AMCD will be given a name, contact phone number and email address for the employee assigned to the service contract. This MGIS employee will

be the point of contact and be responsible for addressing issues with the software, issuing timesheets, directing and preforming repairs, implementing updates, organizing scheduling and communication with AMCD on all technical issues relating to the service contract. Legal issues, contract negotiation, invoicing and price quotes for service and sales may be the responsibility of any MGIS employee or department.

Exhibit C

MGIS and Mobisoft will Maintain a Professional Relationship and Keep the Dependent Software Systems Functioning

MGIS Inc. will cooperate with and maintain a professional relationship with Mobisoft Infotech LLC in order to keep all related software programs and platforms working properly and functioning correctly.

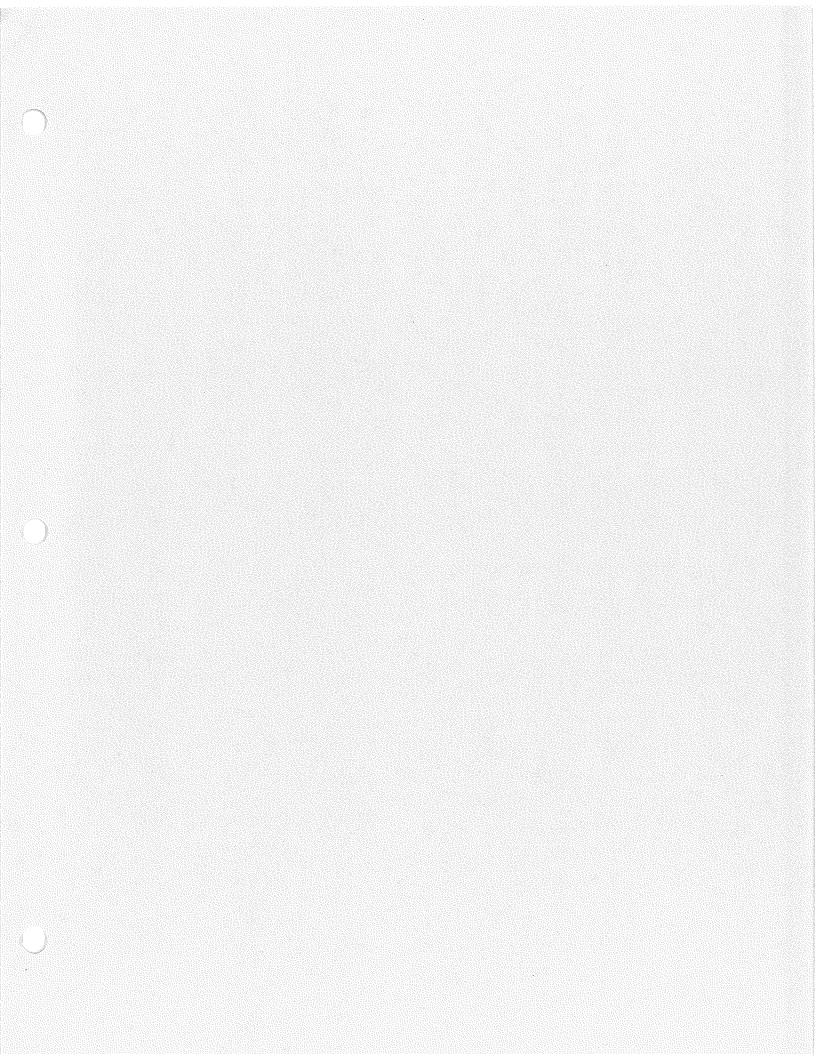
MGIS is providing the:

- MGIS Geomosquito Mapping Solution.
- MGIS Geomosquito Public Service Request Phone Application (iPhone & Android).

Mobisoft is providing the:

- Mobisoft Geomosquito Database (current active database and archive database).
- Mobisoft Geomosquito Employee Phone Application (iPhone).

This relationship will include hosting Exhibit A and Software Maintenance Exhibit B, each contractor (MGIS and Mobisoft) will be responsible for the hosting and maintenance of their own software programs. Any hosting cost or maintenance work and/or cost affecting both parties will be billed at the parties' respective hourly rate for the affected software programs. If such costs are due to regular maintenance of the programs, the costs will be absorbed by the contractors (MGIS and Mobisoft), if such costs are due to a request of AMCD, the cost will be the responsibility of AMCD.



MOBISOFT

Maintenance & Hosting Contract
Submitted to: Richard Weaver
Anastasia Mosquito Control District

Submitted by: Shailendra Sinahasane
Mobisoft Infotech, LLC (Mobisoft)

Dated February 13, 2020

Scope:

This contract is for the Anastasia Mosquito Control District (AMCD), which states that Mobisoft Infotech, LLC (Mobisoft) will offer services for remote server web hosting (Exhibit A) and software maintenance (Exhibit B) for the Geomosquito Database (Current active database and archive database) and the Geomosquito Employee Phone Application. Mobisoft and MGIS will maintain a professional relationship and keep the dependent software systems functioning (Exhibit C). The details for each of these are listed below as "Exhibit A", "Exhibit B" and "Exhibit C".

Pricing and Payment Terms:

The table below shows the total annual cost for Hosting (Exhibit A) and Software Maintenance (Exhibit B).

Hosting Exhibit A annual cost: \$3,000.00 (\$250.00 Month) Software Maintenance Exhibit B annual cost: \$2,400.00

The total amount for hosting and software maintenance will be due at the start of each annual contract renewal.

Contract Term and Termination:

Contract Start Date: October 1, 2019 Contract End Date: September 30, 2020

Term Renewal: This contract shall commence and continue in effect for a period of one (1) year from the contract start date (the "Term"). This contract shall automatically renew at the end of the current term or at the end of a renewal term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Automatic renewal is limited to four (4) terms of one (1) year each.

Termination for Breach: If either party fails to comply with any of the provisions of this Contract other than the payment terms, the other (non-breaching) party may terminate this Contract upon thirty (30) days prior written notice to the breaching party.

Additional Service Charges:

Additional maintenance preformed on the Database: \$40.00 per hour Additional maintenance preformed on the Employee Phone Application: \$40.00 per hour

Any additional services preformed, including project communication form onshore/Houston/United States of America home office: \$120.00 per hour.

Mobisoft will provide a timesheet for all work performed on the Database and Employee Phone Application to be approved by AMCD before providing an invoice for payment. Invoices will be paid within thirty (30) days of receipt of invoice. Additional Service Charges will apply after the annual contracted maintenance hours are exhausted.

Deliverables:

No later than ten (10) days following the execution of this contract Mobisoft will provide AMCD the original source code and the name of the operating software for the Database and Employee Phone Application. AMCD will not sell or share original source code with any outside entity or party. Mobisoft will retain the right to sell or share the original source code with any entity or party it chooses. AMCD will keep the original source code on the AMCD server to insure if Mobisoft ceases to be in business, declines to provide service or is in breach of contract AMCD will be able to continue to use the Database and Employee Phone Application and maintain the database integrity.

Public Records:

If the contractor (Mobisoft) has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact Dr. Rui-De Xue, the Director and custodian of public records at (904) 471-3107, xueamcd@gmail.com, 120 EOC Drive, St. Augustine Florida 32092.

The contractor (Mobisoft) shall comply with Chapter 119, Florida Statutes, in regards to public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public
 agency 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 this
 chapter or as otherwise provided by law.
- Ensure 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 the contract term and following completion of the contract if the contractor does not
 transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor (Mobisoft) or keep and maintain public records required by the public agency to perform the service. If the contractor (Mobisoft)

transfers all public records to the public agency upon completion of the contract, the contractor (Mobisoft) shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the contractor (Mobisoft) keeps and maintains public records upon completion of the contract, the contractor (Mobisoft) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology system or the public agency.

Failure to provide the public records to the public agency within a reasonable time may subject the contractor to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

Authority to Transact Business in Florida:

Before execution of this contract Mobisoft will obtain a certificate of authority to transact business in the State of Florida pursuant to s. 607.1503, Florida Statutes, and provide a copy of said certificate, to AMCD.

By: Shailendra Sinhasane

Mobisoft Infotech LLC

By: Jeanne Moeller

Anastasia Mosquito Control District