



Design-Build Agreement For Plant City Tax Collector Office RFP 18637

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**Design-Build Agreement for
Plant City Tax Collector's Office**

This **DESIGN-BUILD AGREEMENT** ("AGREEMENT") is made and entered into this _____ day of _____ 20____ between the **Hillsborough County Tax Collector**, a Constitutional Office of the State of Florida (**TAX COLLECTOR**) and _____ (**DESIGN-BUILDER**), having a mailing address of _____.

RECITALS

I. The **TAX COLLECTOR** desires to engage **DESIGN-BUILDER** to design and construct a new Tax Collector Office, herein described as the **PROJECT**, pursuant to **DESIGN-BUILDER'S** response to Request for Proposal 18637 Design-Build of Plant City Tax Collector's Office. **DESIGN-BUILDER** agrees to provide and perform all professional design services, work, labor, materials and equipment necessary to deliver and complete **PROJECT**.

II. **DESIGN-BUILDER** has reviewed the description of the **PROJECT** in the RFP documents, including any and all RFP addenda and **DESIGN-BUILDER** represents and warrants to the **TAX COLLECTOR** through its Proposal in response to the RFP, including all revisions and modifications thereto, that it is qualified, willing and able to provide, perform and acquire all services, work, labor, materials and equipment necessary to design and construct the **PROJECT** in accordance with the provisions, conditions and terms set forth in this **AGREEMENT**.

III. **DESIGN-BUILDER** and **TAX COLLECTOR** have negotiated a Guaranteed Maximum Price and Schedule as part of this **AGREEMENT**.

IV. The **TAX COLLECTOR** and **DESIGN-BUILDER** desire to enter into this **AGREEMENT** to memorialize the terms, conditions, duties, and obligations of **DESIGN-BUILDER'S** engagement to design and construct the **PROJECT**.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **TAX COLLECTOR** and **DESIGN-BUILDER** agree as follows:

**ARTICLE 1
INCORPORATION OF RECITALS**

1.1 **RECITALS**. The foregoing Recitals are true and correct, and the recitals and instruments referred to therein are hereby incorporated herein by reference.

ARTICLE 2
DEFINITIONS

2.1 The following words and expressions shall, wherever they appear in the **AGREEMENT**, be construed as follows:

2.1.1 **Addenda**. Written or graphic instruments issued prior to the opening of Proposals, which clarify, correct, or change RFP 18637.

2.1.2 **AGREEMENT**. This document executed by the **DESIGN-BUILDER** and **TAX COLLECTOR**, which includes any and all documents referenced herein and Attachments/Appendices attached hereto as well as all subsequent Change Orders.

2.1.3 **Application for Payment**. The form which is to be used by **DESIGN-BUILDER** in requesting a progress or final payment and which shall include such supporting documentation as required by this **AGREEMENT**. All Applications for Payment shall be submitted electronically to the Project Manager. Any Application for Payment that involves site work must be approved by Florida Engineering and Environmental Services, Inc. in addition to the Project Manager.

2.1.4 **Approval**. When applied to approval from the **TAX COLLECTOR**, shall mean approval which is, at a minimum, evidenced by a written document authored or initialed by the **TAX COLLECTOR** and subject to the formalities imposed by specific provisions in this **AGREEMENT**.

2.1.5 **Architect/Engineer of Record**. Architect/Engineer of Record means the **DESIGN-BUILDER**. Architect/Engineer of Record is also included in the definition of "Professional" below.

2.1.6 **Bonds**. Proposal, Performance and Payment Bonds and other instruments of security furnished by the **DESIGN-BUILDER** and its Surety in accordance with the RFP and the **AGREEMENT**.

2.1.7 **Business Day**. Any day on which the **TAX COLLECTOR** office is open to the public.

2.1.8 **Change Order**. A written order signed by the Project Manager or his designee authorizing an addition, deletion, or revision in the Work or an adjustment in the Guaranteed Maximum Price or the Contract Time issued after execution of the **AGREEMENT**.

2.1.9 **Civil Construction Drawings**. Design and Construction drawings drawn prior to this **AGREEMENT** that represent some civil aspects of **PROJECT**.

2.1.10 **Contract Documents** means the same as **AGREEMENT**.

2.1.11 **Contract Time**. Contract Time means the number of calendar days stated in the **AGREEMENT** for completion of the Work, as amended by approved Change Order(s). The first

Day of the Contract Time is the Notice to Proceed Date shown in the Notice to Proceed With Design Services.

2.1.12 **TAX COLLECTOR.** **TAX COLLECTOR** shall mean the Tax Collector of Hillsborough County acting by and through his authorized designees, agents and employees.

2.1.13 **Day.** One calendar day when used in the **AGREEMENT**, measured from midnight to the next midnight, unless the Contract Documents specifically say business day.

2.1.14 **Defective.** Defective is an adjective which refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Final Construction Documents or the requirements of this **AGREEMENT**.

2.1.15 **Design-Build Documents.** Design-Build Documents means all documents, from preliminary to as-builts, including, but not limited to design documents, design drawings, plans, construction drawings, specifications, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, memoranda, letters, sketches, renderings, approved submittals, and other documents prepared by **DESIGN-BUILDER** and/or its Professionals, Subconsultants, and/or Subcontractors, that fix, depict and/or describe the size, quality and character of the entire or any portion of the **PROJECT**.

2.1.16 **Equal/Equivalent.** Equal and Equivalent mean a product, service, component or system which is demonstrated, to the satisfaction of the **TAX COLLECTOR**, to be equal to the product, service, component or system specified. The **TAX COLLECTOR** shall be the sole judge of acceptability of Equal or Equivalent.

2.1.17 **Final Completion.** Acceptance of the Work by **TAX COLLECTOR** as evidenced by signature of the Project Manager or his designee and Florida Engineering and Environmental Services, Inc. upon the Certificate of Final Completion form. Final Completion shall be deemed to have taken place only if and when such signatures are affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager and Florida Engineering and Environmental Services, Inc. have assurance by tests, certificates, inspections, or otherwise that all the provisions of the Work as called for in the **AGREEMENT**, have been carried out, including completion of Punch List.

2.1.18 **Final Construction Documents.** Final Construction Documents means the approved, corrected, updated, coordinated and permitted Design-Build Documents, which are developed, prepared and created by **DESIGN-BUILDER** and reviewed and approved in writing by Florida Engineering and Environmental Services, Inc. (for civil construction) and the **TAX COLLECTOR**, setting forth in detail all Work, including, but not limited to, all labor, materials, equipment, and services necessary to construct the **PROJECT**. Final Construction Documents shall be prepared by **DESIGN-BUILDER** in accordance with the following:

- (i) The Project Schedule;

- (ii) The Guaranteed Maximum Price (GMP);
- (iii) The **DESIGN-BUILDER'S** Qualifications Proposal submitted in response to the RFP 18637;
- (iv) All documents and requirements of the RFP (including Addenda) and this **AGREEMENT**;
- (v) Any and all other documents agreed to in writing by **TAX COLLECTOR** and **DESIGN-BUILDER**.
- (vi) All required permits.

Once the Final Construction Documents for the **PROJECT** have been approved in writing by the **TAX COLLECTOR**, no changes shall be made thereto without the express written consent of the **TAX COLLECTOR**.

2.1.19 **GeoTechnical Report.** Soil and GeoTechnical Report prepared by TAX COLLECTOR'S consultant.

2.1.20 **Guaranteed Maximum Price (GMP).** Guaranteed Maximum Price means the maximum compensation to be paid hereunder by the **TAX COLLECTOR** to **DESIGN-BUILDER** for all salaries, work and fees including but not limited to costs, expenses, taxes, reimbursable costs and expenses, overhead and administrative costs, general conditions, profits and costs of all labor, material, services, equipment, tools, supplies and fixtures incurred or used by **DESIGN-BUILDER** in providing and performing all the Work required to complete the design and construction of **PROJECT**.

2.1.21 **Limited Notice to Proceed with Construction.** **TAX COLLECTOR'S** written consent and authorization to **DESIGN-BUILDER** to commence with construction of a specific portion of the **PROJECT**.

2.1.22 **Nonconformance Report.** A written notice from the Project Manager or his designee to the **DESIGN-BUILDER** reporting on an aspect of Defective Work which requires the immediate correction of same by the **DESIGN-BUILDER**.

2.1.23 **Notice.** A written Notice. Notice shall be served upon the **DESIGN-BUILDER** at the place of business given in the **AGREEMENT**. Notice to the **TAX COLLECTOR** or to the Project Manager shall be served at the office of the Project Manager.

2.1.24 **Notice to Proceed with Design Services.** A written notice given by the Project Manager to the **DESIGN-BUILDER** fixing the date on which the Contract Time will commence and **DESIGN-BUILDER** shall start to commence the obligations under the **AGREEMENT**. Notice to Proceed With Design Services must be provided by **TAX COLLECTOR** before **DESIGN-BUILDER** may proceed with professional, design, and consulting services. There will be separate Notice(s) to Proceed for Construction work.

2.1.25 **Notice to Proceed with Construction Services.** A written consent and authorization given by the Project Manager to the **DESIGN-BUILDER** to commence with construction of the **PROJECT**, including mobilization, site clearing, etc.

2.1.26 **Professional.** Professional means any individual, firm or entity, which provides design and/or professional services, whether architectural, engineering or surveying, and which is engaged by **DESIGN-BUILDER** in providing and performing the Work for which **DESIGN-BUILDER** is contractually obligated, responsible and liable to provide and perform under this **AGREEMENT**. Each Professional shall possess all applicable, valid and current licenses necessary to do business in the State of Florida and Hillsborough County for the performance of the Work. The **TAX COLLECTOR** shall not be responsible or liable for, or assume any obligations whatever for, any agreement entered into between **DESIGN-BUILDER** and the Professional. The **TAX COLLECTOR** shall not be responsible for any payments or other obligations due and/or owing to the Professional.

2.1.27 **Project.** Project means the design and construction of the Plant City Tax Collector's Office, which is the **PROJECT** included in the RFP solicitation for RFP 18637 Design Build of New Tax Collector Office. "**PROJECT**" shall mean and include, but not be limited to, the structures, all site work and off-site work including paved areas, road improvements, landscaping/irrigation, all necessary storm systems, berms, parking improvements, lighting, fences, and each and everything included in the Final Construction Documents, together with all design, permitting, and permitting compliance, regulatory compliance and other "soft costs" associated with the **PROJECT**.

2.1.28 **Project Manager.** An individual employed by the **TAX COLLECTOR** and assigned to manage and administer the **PROJECT**, which is the subject of this **AGREEMENT**. The Project Manager will provide direct contact and communication between the **TAX COLLECTOR** and **DESIGN-BUILDER** with respect to providing information, assistance, guidance, coordination, and review of the **DESIGN-BUILDER'S** Work pursuant to this **AGREEMENT** and any authorized Change Order(s). The Project Manager shall not be authorized to, and shall not, issue any verbal or written request or instruction or approval to **DESIGN-BUILDER** that might have the effect, or that might be interpreted to have the effect, of modifying or changing this **AGREEMENT** in any respect.

2.1.29 **Project Documents.** All documents, from preliminary to as-builts, including but not limited to design documents, design drawings, plans, construction drawings, specifications, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, memoranda, letters, sketches, renderings, approved submittals, and other documents prepared by **TAX COLLECTOR**, **TAX COLLECTOR'S** subcontractors, **DESIGN-BUILDER** and/or **DESIGN-BUILDER'S** Subcontractors, that fix, depict and/or describe the size, quality and character of the entire or any portion of the **PROJECT**.

2.1.30 **Project Schedule.** Project Schedule, more fully detailed in Appendices 2A and 2B, means the design-build schedule, showing the sequence and schedule of the **DESIGN-BUILDER'S** furnishing of all labor, services, equipment and materials for the **PROJECT**. The Project Schedule

consists of Appendix 2A (Project Schedule Summary) and Appendix 2B (Project Schedule Detail to be filled out by **DESIGN-BUILDER** and agreed upon by TAX COLLECTOR). APPENDIX 2B (Project Schedule Detail) shall be submitted by **DESIGN-BUILDER** for review and approval of **TAX COLLECTOR** 10 days following execution of Agreement. The Project Schedule may be amended, modified or revised only in accordance with the terms of this **AGREEMENT**.

2.1.31 **Proper Invoice.** An invoice that conforms with all statutory requirements and all requirements specified in this AGREEMENT. All invoices shall be submitted electronically to the Project Manager.

2.1.32 **Punch List.** The approved list of incomplete and/or deficient Work that shall be completed by **DESIGN-BUILDER** after Substantial Completion but before Final Acceptance can be certified by the Project Manager. The Punch List enumerates the items required to render complete, satisfactory and acceptable all Work by the **DESIGN-BUILDER**. The Punch List is developed by **DESIGN-BUILDER, TAX COLLECTOR, Florida Engineering and Environmental Services, Inc.,** and Professional in accordance with the provisions of the **AGREEMENT** and within the time frames required therein. The Punch List essentially includes items of a minor nature; major items must be completed before Substantial Completion and cannot be considered to be Punch List work.

2.1.33 **RFP.** RFP 18637 Design-Build of New Tax Collector Office. Includes RFP document and all attachments and addenda issued in 2019.

2.1.34 **Site.** Site shall mean the area(s) on which the **DESIGN-BUILDER'S** construction work is to be performed and such other areas that may be designated as such by the Final Construction Documents, and upon which the **PROJECT** and associated improvements are to be constructed by **DESIGN-BUILDER**.

2.1.35 **Subconsultant.** Any person, firm or entity offering or providing professional and/or consulting services that is not included in the definition of "Professional" above and which has a direct contract with **DESIGN-BUILDER** or with any other Subconsultant for the performance of any part of the **DESIGN-BUILDER'S** obligations in providing and performing the Work for which **DESIGN-BUILDER** is contractually obligated, responsible and liable under the **AGREEMENT**. Each Subconsultant shall possess all applicable valid and current trade licenses and all licenses necessary for the performance of the Work.

2.1.36 **Subcontractor.** Any person, firm or entity providing other than professional or consulting services which has a direct contract with **DESIGN-BUILDER** or with any other Subcontractor for the performance of any part of the **DESIGN-BUILDER'S** obligations in providing and performing the Work for which **DESIGN-BUILDER** is contractually obligated, responsible and liable under the **AGREEMENT**. Each Subcontractor shall possess all applicable valid and current trade licenses and all licenses necessary for the performance of the Work.

2.1.37 **Submittals.** All drawings, diagrams, illustrations, reports, brochures, shop drawings, cost proposals, performance charts, instructions, diagrams, surveys, schedules, samples, test results, warranties and other data which are specifically prepared by **DESIGN-BUILDER**, its Professionals, Subconsultants, or Subcontractors, or any manufacturers, fabricators, suppliers or distributors, and submitted by **DESIGN-BUILDER** as part of its services under this **AGREEMENT** and as required under the Final Construction Documents.

2.1.38 **Substantial Completion.** The status of completion of the Work which in the opinion of the **TAX COLLECTOR**, Florida Engineering and Environmental Services, and the Project Manager as evidenced by a definitive Certificate of Substantial Completion is complete, in accordance with the Contract Documents, except for minor outstanding items listed on the Punch List. Substantial Completion includes, but is not limited to, the following occurring: 1) the Work can be safely utilized for the purposes for which it was intended; 2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, 3) all operational testing has successfully occurred; 4) all required training has successfully occurred; 5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by **DESIGN-BUILDER** and accepted by **TAX COLLECTOR**.

2.1.39 **Substitution.** Substitution means a product, service, component or system which is not Equal to that specified, but is proposed by **DESIGN-BUILDER** in lieu of that specified. The acceptability of a substitute shall be based on the data submitted and the benefit to the **TAX COLLECTOR**. The **TAX COLLECTOR** shall be the sole judge of acceptability.

2.1.40 **Work.** Work means any and all authorized and approved work, materials supplies, tools, furnishings, fixtures, labor, services, equipment, design, professional, construction management and contract administration services for the design, permitting, site development and construction of the **PROJECT** performed and provided by **DESIGN-BUILDER** (and its agents, employees, Subconsultants, Professionals, and Subcontractors) pursuant to this **AGREEMENT**. The Work shall include the furnishing of all transportation and services, including fuel, power, water and essential communications and for the performance of all labor, work or other operations required for the fulfillment of the **AGREEMENT**. The Work shall be complete and all work, materials, and services not expressly shown or called for in the Final Construction Documents but which a reasonable person would consider required to be included as necessary for the complete and proper construction of the **PROJECT** shall be performed, furnished and installed by the **DESIGN-BUILDER** as though originally so specified or shown, at no increased cost to the **TAX COLLECTOR**.

ARTICLE 3

PRELIMINARY MATTERS/NOTICES TO PROCEED/ ASSUMPTION OF RISKS BY DESIGN-BUILDER

3.1 **ENTIRE AGREEMENT/PRECEDENCE.** The **AGREEMENT** consists of this document executed by the parties and any and all documents referenced herein and/or Attachments/Appendices

attached hereto as well as all Change Orders. It is the intent of the **AGREEMENT**, preliminary Civil Construction Drawings and RFP Documents to describe the total Work. The documents of the **AGREEMENT** are complementary; what is called for by one is as binding as if called for by all. If the **DESIGN-BUILDER** finds a conflict or discrepancy within this **AGREEMENT**, in the RFP Documents, in the Civil Drawings or between any of them, the **DESIGN-BUILDER** shall call it to the Project Manager's attention in writing promptly upon discovery of such. The Project Manager or his designee shall respond with a written clarification. Any delays associated with the clarification shall be considered for time extensions only, but no damages for delay will be allowed. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in terms of the most stringent requirements as determined by **TAX COLLECTOR**. Enforcement of the most stringent requirements shall be at the **TAX COLLECTOR'S** option. Any Work that may reasonably be inferred from the Final Construction Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to have such recognized meaning.

3.2 **VERIFICATION BEFORE STARTING WORK.** Before undertaking each part of the Work, the **DESIGN-BUILDER** shall carefully study and compare the RFP Documents and Civil Construction Drawings and check and verify pertinent figures and all applicable field information. The **DESIGN-BUILDER** shall promptly report in writing to the Project Manager any conflict, error, or discrepancy which it may discover, and **DESIGN-BUILDER** shall promptly make every reasonable effort to resolve any such conflict, error or discrepancy.

3.3 **SCOPE OF WORK**

3.3.1 **DESIGN-BUILDER** shall provide and perform all Work necessary for the completion of the entire **PROJECT** commensurate with the intended high quality of design and construction and low maintenance cost for the **PROJECT**. The Scope Of Work shall include, but is not limited to, providing and performing all Work necessary (i) for the design and construction of the **PROJECT**, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for Site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic, architectural, engineering, landscaping/irrigation, security, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the **PROJECT**.

3.3.2 **QUALITY OF SCOPE OF WORK.** The **PROJECT**, as designed and constructed, shall be functionally sound, technically proficient, developed with structural integrity; shall exhibit high quality engineering principles, and shall be in compliance with all governing laws, regulations, building codes, hurricane-sensitive design, and the Americans with Disability Act (ADA). All of this shall be in effect as of the date the Final Construction Documents were approved by the **TAX COLLECTOR** and the applicable permitting agencies.

3.4 **COMMENCEMENT OF WORK AND NOTICES TO PROCEED**

3.4.1 The Contract Time shall commence on the date indicated in the Notice to Proceed With Design Services. Notice to Proceed with Design Services shall be issued by the Project Manager after the **DESIGN-BUILDER** has delivered to the **TAX COLLECTOR** the executed **AGREEMENT** and the Bonds and Insurance Certificates in accordance with the **AGREEMENT**.

3.4.2 **NOTICE TO PROCEED WITH DESIGN SERVICES**: Notice to Proceed with Design Services will be issued by **TAX COLLECTOR** on or before September 30, 2019, provided that **DESIGN-BUILDER** has delivered to the **TAX COLLECTOR** this executed **AGREEMENT** and all Bonds and Insurance Certificates required hereunder.

3.4.3 **DELIVERY OF BONDS AND INSURANCE CERTIFICATES**. Prior to approval of this **AGREEMENT**, **DESIGN-BUILDER** shall deliver to the **TAX COLLECTOR** the executed **AGREEMENT**. Within ten (10) days following approval of this **AGREEMENT**, **DESIGN-BUILDER** shall deliver to the **TAX COLLECTOR** the executed Performance and Payment Bonds and Insurance Certificate(s). **DESIGN-BUILDER** shall provide a Performance Bond and a Payment Bond in substantially the same form shown in Appendices 3 and 4 of this **AGREEMENT** in an amount equal to the Guaranteed Maximum Price amount by a surety company considered satisfactory to the **TAX COLLECTOR** and authorized to do business in the State of Florida. **DESIGN-BUILDER** shall provide insurance certificate(s) meeting the requirements of Article 13 of this **AGREEMENT** and using the **TAX COLLECTOR'S** current form (Appendix 5), or its equivalent. *If **DESIGN-BUILDER** fails to timely provide this executed **AGREEMENT** and all required Bonds and Insurance Certificates, then **TAX COLLECTOR** shall issue Notice to Proceed with Design after September 30, 2019, after its receipt of this executed **AGREEMENT** and the Bonds and Insurance Certificates required hereunder without waiving any rights or remedies relating to such delay.*

3.4.4 If the **TAX COLLECTOR** does not issue Notice to Proceed With Design Services by September 30, 2019 (provided **DESIGN-BUILDER** has delivered the executed **AGREEMENT** and all Bonds and Insurance as required by this **AGREEMENT**) then, at the **TAX COLLECTOR'S** option, the Contract Time, the Notice to Proceed With Design date and the Completion Milestone dates may be extended on a day for day basis.

3.4.5 The **DESIGN-BUILDER** shall begin the Work on the date the Contract Time commences. No Work shall be performed by the **DESIGN-BUILDER** or its Professionals, Subconsultants, or Subcontractors, and no irrevocable commitments to vendors shall be made, until issuance of Notice To Proceed with Design Services, at which time **DESIGN-BUILDER** may commence to perform design services in accordance with the requirements of this **AGREEMENT**.

3.4.6 A separate Notice to Proceed with Construction Services shall be issued by the Project Manager. In the absence of written authorization from the Project Manager, no construction Work (off-Site or on-Site Work, including mobilization, Site clearing etc.) shall be performed by the **DESIGN-BUILDER** and no irrevocable commitments to vendors shall be made until a separate Notice to Proceed with Construction Services is issued by the Project Manager.

3.4.7 At **TAX COLLECTOR'S** option, Limited Notice(s) to Proceed with Construction Services may be issued for a portion of the construction Work, subject to the conditions of Article 7, herein.

3.4.8 **TAX COLLECTOR** and **DESIGN-BUILDER** expressly understand and agree that construction of the **PROJECT** is contingent upon **TAX COLLECTOR'S** issuing Notice to Proceed with Construction Services. The **TAX COLLECTOR** retains the right to withhold issuance of any Notice to Proceed with Construction Services and to elect not to require construction of the **PROJECT** for any reason whatsoever. This shall not be construed as a Termination for Convenience. In such event, the **DESIGN-BUILDER** will be compensated only for those services rendered for and related to design services and any cost of bonds and insurance incurred by **DESIGN-BUILDER** (pro-rated, as appropriate), and **DESIGN-BUILDER** shall have no claim for damages payable by the **TAX COLLECTOR** for withholding Notice to Proceed with Construction Services and the **TAX COLLECTOR** shall have no further obligations to the **DESIGN-BUILDER**.

3.4.9 PRE-DESIGN CONFERENCE. Before Notice to Proceed with Design Services is issued, a pre-design conference shall be held for review and acceptance of **DESIGN-BUILDER'S** initial Submittals, to establish procedures for handling Submittals and processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

3.4.10 PRECONSTRUCTION CONFERENCE. Prior to the Notice to Proceed with Construction Services or any Limited Notice to Proceed with Construction Services being issued, a pre-construction conference shall be held for review and acceptance of the **DESIGN-BUILDER'S** Schedule, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

3.5 ASSUMPTION OF RISKS BY DESIGN-BUILDER

3.5.1 The **DESIGN-BUILDER** has entered into this **AGREEMENT** with the full understanding and knowledge that there is no guarantee that Notice To Proceed With Design Services or Notice to Proceed with Construction Services will be issued by the **TAX COLLECTOR**. **DESIGN-BUILDER** agrees that the **TAX COLLECTOR** shall not be liable for any damages associated with the **TAX COLLECTOR'S** withholding such Notices To Proceed, subject to the limitations set forth in Section 3.5.2 below.

3.5.2 The **DESIGN-BUILDER** must absorb the risk of any delay in the issuance of Notice(s) to Proceed for a period of thirty (30) days beyond the dates described in this **AGREEMENT** and shall not be entitled to any damages for delay whatsoever if the Notice(s) to Proceed are not issued within thirty (30) days from the time frames indicated in the **DESIGN-BUILDER'S** Schedule, unless the delay extends beyond thirty (30) days and results from events beyond the control of **DESIGN-BUILDER**.

3.5.3 **DESIGN-BUILDER** shall have a duty to anticipate and provide adequate contingencies for risks associated with the Work for the **PROJECT**. **DESIGN-BUILDER** shall take into consideration, and factor into its Project Schedule and GMP, all Site conditions and difficulties involved in the completion of the Work, the variations in permitting time frames, and the time frames available to **TAX COLLECTOR** for reviewing deliverables, schedules, and Applications for Payment.

3.5.4 **DESIGN-BUILDER** shall become familiar with and prepare for the normal weather conditions existing in Hillsborough County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. **DESIGN-BUILDER'S** GMP and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include unfavorable weather Days. The consequences and impact of such unfavorable weather conditions shall be governed by the provisions within Article 10.

3.5.5 **DESIGN-BUILDER** has ascertained such Site conditions as may be readily determined by the GeoTechnical Report, Civil Construction Drawings, approved regulatory permits, other inspections and inquiry, such as the location, accessibility and general character of the Site prior to executing this **AGREEMENT**.

3.5.6 The **DESIGN-BUILDER** assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the study of GeoTechnical Report and preliminary Civil Construction Drawings. It shall be the obligation of **DESIGN-BUILDER** to fully investigate the Site and provide sufficient contingency amounts for conditions that are foreseeable and which may differ from those suggested by inspections and reports provided with the RFP, or any addenda thereto.

ARTICLE 4

DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

The enumeration of specific tasks within this Article shall not limit the actual responsibilities of the DESIGN-BUILDER to complete the PROJECT as required within this AGREEMENT and the Final Construction Documents and the responsibility to perform all tasks reasonably required to accomplish those requirements.

4.1 GENERAL DUTIES AND OBLIGATIONS OF DESIGN-BUILDER RELATED TO ENTIRE WORK

4.1.1 **TAX COLLECTOR** has retained **DESIGN-BUILDER** to provide the Work described herein. Since **TAX COLLECTOR** has entrusted this Work to the **DESIGN-BUILDER**, **DESIGN-BUILDER** shall use its professional expertise to protect the interest of the **TAX COLLECTOR** at all times. The quality of **DESIGN-BUILDER'S** Work shall be consistent with the requirements of this **AGREEMENT** and with prevailing industry standards. **DESIGN-BUILDER** shall ensure that its fees charged for this Work are fair, reasonable and consistent with fees charged locally for similar work.

4.1.2 The **DESIGN-BUILDER** agrees throughout the duration of this **AGREEMENT** to furnish its best skill and judgment and to cooperate with any Tax Collector staff or its agents in furthering

the interests of the **TAX COLLECTOR**. The **DESIGN-BUILDER** agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the **PROJECT** in an expeditious and economical manner consistent with the interests of the **TAX COLLECTOR**.

4.1.3 **DESIGN-BUILDER** shall make no statements, press releases, or public releases concerning this **AGREEMENT** or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this **AGREEMENT**, or any particulars thereof, during the period of this **AGREEMENT**, without first notifying the **TAX COLLECTOR** and securing his consent in writing. The **DESIGN-BUILDER** also agrees that it shall not publish, copyright, or patent any of the data in compliance with this **AGREEMENT**, since such data or information is the property of the **TAX COLLECTOR**.

4.1.4 **COMPLY WITH ALL LAWS AND REGULATIONS.** The **DESIGN-BUILDER** shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the **DESIGN-BUILDER** observes that any of the **AGREEMENT** is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the **DESIGN-BUILDER** performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.1.5 **FURNISH ALL WORK, LABOR AND MATERIALS.** **DESIGN-BUILDER** shall provide or cause to be provided all design (with the exception of the preliminary civil design work provided by Florida Engineering and Environmental Services, Inc.) and construction services, and shall furnish and pay for, all labor, materials, equipment, tools, construction equipment and machinery, appliances, transportation, water, heat, fuel, power, light, telephone, and sanitary utilities, and all other utilities, facilities, services, and incidentals necessary for providing, performing and completing all Work, whether temporary or permanent, incorporated or to be incorporated in the Work, and necessary for the execution, testing, initial operation, and completion of the Work.

4.1.6 **NO RELIANCE.** **DESIGN-BUILDER** acknowledges, understands and agrees that the RFP documents and each component thereof, do not constitute technical specifications and do not in any way reflect all of the design, permitting, regulatory, development, development management and construction requirements for the **PROJECT**. Further, **DESIGN-BUILDER** acknowledges and agrees that it shall review and check the Final Construction Documents and, to the extent necessary, confirm that no additional changes are necessary after **TAX COLLECTOR'S** review and approval to enable **DESIGN-BUILDER** to accept overall responsibility for the sufficiency and efficacy of the Final Construction Documents.

4.1.7 **DUTY TO DESIGN AND CONSTRUCT WITHIN GMP.** **DESIGN-BUILDER** shall design and construct the **PROJECT** within the Guaranteed Maximum Price shown in **Appendix 1, which DESIGN-BUILDER has filled out and executed as part of AGREEMENT**. If **TAX COLLECTOR** requests the **DESIGN-BUILDER** to revise or modify the Design-Build Documents at any time for compliance with the **AGREEMENT**, then such request(s) shall not relieve the **DESIGN-BUILDER** from its responsibility to deliver the **PROJECT** within the Guaranteed Maximum Price.

4.1.7.1 Should the **DESIGN-BUILDER** produce Final Construction Documents, which cause the total cost of the **PROJECT** to exceed the GMP, such excess shall be the **DESIGN-BUILDER'S** sole responsibility.

4.1.8 **PERFORMANCE SPECIFICATIONS AND REQUIREMENTS FOR PROJECT.** In developing and creating the Final Construction Documents, and other Design-Build Documents, and in performing the Work generally, **DESIGN-BUILDER** shall, among other things:

4.1.8.1 Incorporate the requirements and criteria set forth in the RFP, and any modifications, revisions and addenda to RFP documents. However, notwithstanding the foregoing, inaccurate provisions of the RFP, if any, shall not be incorporated into or considered a part of the Final Construction Documents, but shall be governed by the provisions of Article 3.1 above.

4.1.8.2 Comply with all governing laws, codes, regulations and ordinances of any governmental agency having or claiming to have jurisdiction over the **PROJECT**;

4.1.8.3 Develop in greater detail the intent of **DESIGN-BUILDER'S** RFP Proposal, as submitted in response to the RFP and as accepted by the **TAX COLLECTOR**;

4.1.8.4 Provide information necessary for the use of those in the building trade; and

4.1.8.5 Include all documents required for regulatory agency approvals.

4.1.9 **ALTERNATIVE APPROACHES.** **DESIGN-BUILDER** shall review with the **TAX COLLECTOR** alternative approaches to design and construction of the **PROJECT** to save time and costs whenever possible.

4.1.10 **PROGRESS REPORTS.** During design and construction, **DESIGN-BUILDER** at the request of the Project Manager, shall keep **TAX COLLECTOR** informed of progress and quality of the Work by providing Progress Reports in form, content and frequency acceptable to Project Manager, advising **TAX COLLECTOR**, among other things, of **DESIGN-BUILDER'S** adherence to or deviation from the Project Schedule. **DESIGN-BUILDER** shall advise **TAX COLLECTOR** of causes for deviating from the Project Schedule as soon as those causes become evident. Each monthly Progress Report may include information on : (i) progress of Work during the previous 30 Days; the status of pending issues, permitting, site development and construction activities; (ii) updated construction schedule, if necessary; (iii) if behind the Project Schedule, a proposed recovery plan; (iv) an outline of proposed activities and key tasks during the coming month in a "30 Day Look Ahead" schedule; and any other reasonable information covering **DESIGN-BUILDER'S** performance hereunder.

4.1.11 **DUTY TO COMPLY WITH PROJECT STANDARDS AND CRITERIA.** The Project Manager shall monitor **DESIGN-BUILDER'S** Work for compliance with **PROJECT** standards and criteria, and may make recommendations and comments regarding the Work, solely for the protection of the **TAX COLLECTOR**. However, **DESIGN-BUILDER** acknowledges that any such monitoring or

recommendations by the Project Manager, or any failure of the Project Manager to monitor or make recommendations shall not relieve the **DESIGN-BUILDER** of any of its obligations under this **AGREEMENT**. Any comments or suggestions to the **DESIGN-BUILDER** by the Project Manager, if adopted and followed by the **DESIGN-BUILDER**, shall not relieve the **DESIGN-BUILDER** of its sole authority and responsibility for the adequacy and accuracy of its professional, design, development, management and/or construction services, in accordance with generally accepted architectural, engineering, development and/or construction practices, and this **AGREEMENT**.

4.1.12 **CUMULATIVE RESPONSIBILITIES, DUTIES AND OBLIGATIONS.** The responsibilities, duties and obligations imposed upon **DESIGN-BUILDER** by this **AGREEMENT**, and the rights and remedies available to the **TAX COLLECTOR** hereunder, shall be in addition to, and not a limitation of, any otherwise imposed or available by law, statute, regulation, code or ordinance.

4.1.13 **DESIGN-BUILDER'S PERSONNEL**

4.1.13.1 **QUALIFIED PERSONNEL.** All professional and design services (with the exception of the civil engineer work provided by **TAX COLLECTOR** through Florida Engineering and Environmental Services, Inc.) shall be performed by qualified architects, engineers and other Professionals as appropriate, selected, retained and paid by **DESIGN-BUILDER**. All professional and consulting services shall be performed by the Professionals and qualified Subconsultants selected and paid and retained by **DESIGN-BUILDER**. All construction services shall be performed by **DESIGN-BUILDER'S** qualified personnel or qualified Subcontractors selected and paid and retained by **DESIGN-BUILDER** or by its Subcontractors. **DESIGN-BUILDER** agrees, with respect to all Work to be provided and performed relating to professional and construction services which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such services, that it, its Subconsultants, Professionals and Subcontractors shall employ and/or retain only personnel who are experienced, licensed, certified or otherwise legally entitled as aforesaid, to be responsible for all professional, consulting and construction services to be provided pursuant to this **AGREEMENT**.

4.1.13.2 **RESPONSIBILITY FOR PERSONNEL'S PERFORMANCE.** **DESIGN-BUILDER** shall be responsible to the **TAX COLLECTOR** for acts and omissions of **DESIGN-BUILDER** and **DESIGN-BUILDER'S** agents, employees, Professionals, Subconsultants, Subcontractors, and all other parties in privity of contract with **DESIGN-BUILDER** and/or its Professionals, Subconsultants, or Subcontractors, which provide and/or perform any portion of the Work, including their agents and employees.

4.1.13.3 **DESIGN-BUILDER'S PROJECT OFFICER.** **DESIGN-BUILDER** agrees to employ and designate, in writing, a qualified (and, if required by law, a licensed) professional to serve as **DESIGN-BUILDER'S** Project Officer, who shall be approved by the **TAX COLLECTOR**. The Project Officer shall be authorized and responsible to act on behalf of **DESIGN-BUILDER** and shall have full authority to bind and obligate **DESIGN-BUILDER** on any matter arising under this **AGREEMENT**, unless substitute arrangements or individuals have been furnished to and approved by the **TAX COLLECTOR** in writing. The Project Officer shall be responsible for acting on **DESIGN-**

BUILDER'S behalf to administer, coordinate and to interpret all aspects of the Work to be provided and performed under this **AGREEMENT** and to otherwise manage the contractual provisions and requirements set forth in this **AGREEMENT**, and all Change Order(s) issued hereunder. **DESIGN-BUILDER** agrees that the Project Officer shall devote whatever time is required to satisfactorily direct, supervise, coordinate and manage the Work provided and performed by **DESIGN-BUILDER** under this **AGREEMENT**.

4.1.13.4 **REMOVAL OF PERSONNEL.** **DESIGN-BUILDER** agrees, within fourteen (14) Days of receipt of a written request from **TAX COLLECTOR**, which is based upon legitimate grounds of nonperformance or illegal activity, to promptly remove and replace **DESIGN-BUILDER'S** Project Officer, or any other personnel employed or retained by **DESIGN-BUILDER**, or its Professionals, Subconsultants, or Subcontractors engaged by **DESIGN-BUILDER** to provide and/or perform the Work, or any portion thereof. Any proposed substitution shall be subject to **TAX COLLECTOR'S** prior written consent, and said substitution shall be at no additional cost to the **TAX COLLECTOR**. Notwithstanding the foregoing, nothing herein shall interfere nor be deemed to interfere with the right of **DESIGN-BUILDER**, or its Professionals, Subconsultants, or Subcontractors to terminate its or their employees, or with any employee's employment or right to terminate his or her employment with **DESIGN-BUILDER** or its Professionals, Subconsultants, or Subcontractors. **DESIGN-BUILDER** further agrees not to remove or reassign any of the "Key Personnel" identified in its Proposal submitted in response to the RFP during the term of this **AGREEMENT** without first presenting explanations and obtaining the **TAX COLLECTOR'S** prior written consent.

4.1.13.5 **ADEQUATE STAFFING FOR TIMELY ACCOMPLISHMENT OF WORK.** **DESIGN-BUILDER** agrees to employ, engage, retain and/or assign an adequate number of personnel, and work additional shifts if necessary, throughout the period of this **AGREEMENT** so that all Work will be provided, performed and completed in a timely and diligent manner in accordance with the Project Schedule and this **AGREEMENT**.

4.1.14 **PERMITS.** **DESIGN-BUILDER** shall prepare all applications and other supporting documentation and information necessary to submit for and obtain all needed reviews, approvals, permits, licenses and inspections with respect to the design, site development and Work necessary for completion of the **PROJECT**, including the Final Construction Documents, and shall secure same. Any fees required for such reviews, approvals or permits shall be paid by **DESIGN-BUILDER** to each respective governmental agency. **DESIGN-BUILDER** shall be similarly responsible for preparing all needed applications and other required and supporting documentation and information necessary to submit and obtain any renewals and/or extensions of reviews, approvals, permits, licenses or inspections that may be required while this **AGREEMENT** is in effect. Costs of the above shall be charged to the appropriate allowance identified in the GMP.

4.1.15 **COORDINATION.** **DESIGN-BUILDER** shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

4.1.16 **TESTS AND INSPECTIONS.** **DESIGN-BUILDER** shall procure and furnish, at its sole cost and expense, all needed tests and inspections for the **PROJECT**, including but not limited to structural, mechanical, chemical, electrical, construction, materials and other laboratory or on-Site tests, inspections and reports obtained and necessary for completion of design and construction of the **PROJECT**. Such testing services shall be provided by qualified testing subconsultants independent of **DESIGN-BUILDER** and acceptable to the **TAX COLLECTOR**. A testing program meeting the requirements for all phases of Construction Work shall be clearly described in the Final Construction Documents. Florida Engineering and Environmental Services, Inc. must be copied on any and all tests associated with the site work and/or civil engineering work.

4.1.16.1 If the **AGREEMENT** or laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the **DESIGN-BUILDER**, the **DESIGN-BUILDER** shall coordinate and secure same and bear all costs.

4.1.16.2 **DESIGN-BUILDER** shall furnish the Project Manager with all test and inspection reports. For all inspections, tests, and approvals on any Work prepared, performed, or assembled away from the Site, the **DESIGN-BUILDER** shall furnish the Project Manager with the required certificates of inspection, testing, or approval. All tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the **AGREEMENT**.

4.1.16.3 The **TAX COLLECTOR** may at any time, at its option, obtain independent testing and inspections of the Work or any portion thereof. In such event, the **DESIGN-BUILDER** shall provide 48 hours Notice to the Project Manager of readiness of the Work to be so tested and/or inspected and shall provide the testing agency prompt and full access to the Work. If the **TAX COLLECTOR'S** independent testing and inspection indicates materials or Work in place that fail to pass acceptability tests, then **DESIGN-BUILDER** shall correct such materials or Work until acceptable test results are obtained. The cost of all such failed tests and re-tests shall be borne by the **DESIGN-BUILDER**.

4.1.16.4 Neither observations by the Project Manager nor inspections, tests, or approvals by persons other than the **DESIGN-BUILDER** shall relieve the **DESIGN-BUILDER** of its obligations to perform the Work in accordance with the requirements of the **AGREEMENT**.

4.1.17 **UNCOVERING THE WORK**

4.1.17.1 If any Work required to be inspected, tested or approved is covered contrary to the request of the Project Manager, the Work shall, if requested by the Project Manager, be uncovered for observation, inspection, testing or approval and replaced at the **DESIGN-BUILDER'S** expense.

4.1.18 **PATENT FEES AND ROYALTIES.** The **DESIGN-BUILDER** shall pay all license fees and royalties and assume all costs associated with any invention, design, process, or device which is

the subject of patent rights or copyrights held by others and is necessary for completion of the Work required by this **AGREEMENT**.

4.1.19 **PROTECTION OF PERSONS AND PROPERTY**

4.1.19.1 During construction, **DESIGN-BUILDER** shall be solely responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work. **DESIGN-BUILDER** shall take precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) employees of the **DESIGN-BUILDER** and its Professionals, Subconsultants, and Subcontractors, and any other persons on or about the Site, including but not limited to agents, employees and independent contractors of **TAX COLLECTOR**, and of any other governmental authority or agency; (ii) the Work and the **PROJECT**, including any and all materials and equipment to be incorporated therein; and (iii) other property at or adjacent to the Site, or any portion thereof.

4.1.19.2 The **DESIGN-BUILDER** shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. **DESIGN-BUILDER** shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. **DESIGN-BUILDER** shall notify owners of adjacent property and utilities when execution of Work may affect them prior to start of Work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the **DESIGN-BUILDER**, any Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the **DESIGN-BUILDER**.

4.1.19.3 The **DESIGN-BUILDER** shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the Site. During construction, this person shall be the **DESIGN-BUILDER'S** on-Site superintendent unless otherwise designated in writing by the **DESIGN-BUILDER** to the Project Manager.

4.1.19.4 The **DESIGN-BUILDER** shall immediately notify the Project Manager of all events involving personal injuries to any person on the Site, whether or not such person was engaged in the construction of the **PROJECT**, or resulting in property damage of any amount, and shall file a written report on such injury or property damage within 5 Days of the occurrence.

4.1.19.5 In emergencies affecting the safety of persons, the Work, or property at the Site or adjacent thereto, the **DESIGN-BUILDER**, is obligated to prevent or mitigate threatened damage, injury, or loss. **DESIGN-BUILDER** shall give the Project Manager written notice of the emergency situation and actions taken within twenty-four (24) hours of the incident.

4.1.20 **SECURITY**. During Construction Work and through the Final Completion date, **DESIGN-BUILDER** shall be responsible for security on the entire Site and the **PROJECT** including, but not limited to, all materials located on or off Site, at its sole expense.

4.1.21 **SUBSTITUTE MATERIALS AND EQUIPMENT.** If the **DESIGN-BUILDER** wishes to furnish or use a proposed substitute of materials or equipment after award of the **AGREEMENT**, it shall make written application to the Project Manager for consideration of such substitute. Requests for substitutions shall be subject to review and approval first by the Architect/Engineer of Record and then Project Manager or his designee. No substitute shall be incorporated into the Design-Build Documents or ordered or installed without the prior written approval from the Project Manager. In addition to the information described below, the application shall contain an itemized estimate of all costs or credits that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays and maintenance, all of which shall be considered by the Project Manager in evaluating the proposed substitute. Approval of any change in costs as a result of acceptance of the substitute by the Project Manager shall be by adjustment within the GMP or by Change Order and upon approval of **TAX COLLECTOR**.

4.1.22 **USE OF THE SITE**

4.1.22.1 The **DESIGN-BUILDER** shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the areas permitted by law, ordinances, permits, or the requirements of the **AGREEMENT**. The **DESIGN-BUILDER** shall not unreasonably encumber the Site with materials and equipment. Any loss or damage to the **DESIGN-BUILDER'S** or any Subcontractor's equipment is solely at the risk of the **DESIGN-BUILDER**.

4.1.22.2 The **DESIGN-BUILDER** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **DESIGN-BUILDER** shall not subject any part of the **PROJECT** or adjacent property to stresses or pressures that will endanger them.

4.1.23 **SUBMITTALS AND SAMPLES**

4.1.23.1 The **DESIGN-BUILDER** shall provide Submittals at a time sufficiently early enough to allow review, and to accommodate the rate of construction progress as indicated in the Project Schedule.

4.1.23.2 After checking and verifying all field measurements, the **DESIGN-BUILDER** shall stamp with verification approval and promptly submit to the Architect/Engineer of Record and the Project Manager, who shall review and either reject or provide written approval of all Submittals and samples required by the **AGREEMENT**. If rejected, the Submittal shall be corrected, with the revisions to the former Submittal highlighted prior to resubmittal. The Project Manager shall review the resubmittal and either reject or provide written approval. The data shown on or with the Submittals shall be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the Project Manager to review the Submittal as required. At the time of each submission, the **DESIGN-BUILDER** shall give notice to the Project Manager of all deviations that the Submittal or sample may have from the requirements of the **AGREEMENT**.

4.1.23.3 No Work requiring a Submittal or sample submission shall commence until the submission has been approved by the Project Manager. This review shall not relieve the **DESIGN-BUILDER** of its responsibility to meet the milestones within the Project Schedule. A copy of each

approved Submittal and each approved sample shall be kept in good order by the **DESIGN-BUILDER** at the Site and shall be available to the Project Manager.

4.1.23.4 The **DESIGN-BUILDER** is expressly prohibited from using the Submittal review process for the purposes of requesting or making Substitutions.

4.1.23.5 To facilitate review, the **DESIGN-BUILDER** shall number consecutively each Submittal. This numbering system shall be in order of Submittal. Any resubmittal required shall have the same number as the original Submittal followed by a notation signifying that this is a second or third Submittal (e.g. #14 2nd Submittal). All Submittals shall provide a space for the Project Manager's approval, preferably on the first page. In addition, all Submittals shall contain the following notation placed by the **DESIGN-BUILDER**:

Project Number and Name: _____
 Submittal Number: _____
 Deviations: _____
 None: _____
 As listed: _____
 Reference Specification Number: _____
 Reference Drawing Number: _____
 Space Requirement: _____
 As designed: _____
 Different, As listed: _____

DESIGN-BUILDER has reviewed and submitted for approval.

Signature: _____
 Date: _____

The review of a particular Submittal will be undertaken only if the above such information is provided.

4.1.24 **WORK BY OTHERS**

4.1.24.1 The **TAX COLLECTOR** may perform additional Work related to the **PROJECT** with its own forces or may authorize Work by others or let other direct contracts. The **DESIGN-BUILDER** shall provide the other contractors who are parties to such direct contracts, including but not limited to the other contractor's employees, agents, subcontractors, and suppliers (or the **TAX COLLECTOR'S** forces performing the additional Work), access to the Site and reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with theirs. The **DESIGN-BUILDER** is not entitled to exclusive use of the Site.

4.1.24.2 If any part of the **DESIGN-BUILDER'S** Work depends (for proper execution or results) upon the work of any such other contractor (or the **TAX COLLECTOR**), the **DESIGN-BUILDER** will reasonably inspect and promptly report to the Project Manager in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. **DESIGN-BUILDER'S** failure to so report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of **DESIGN-BUILDER'S** Work. **DESIGN-BUILDER** shall be entitled to extension of time, but not to damages or additional compensation related to delay caused by such other contractors (or the **TAX COLLECTOR**), unless the delay extends beyond thirty (30) days and results from events beyond the control of **DESIGN-BUILDER**.

4.1.24.3 **DESIGN-BUILDER** shall perform all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be received by the work of other contractors or the **TAX COLLECTOR**. **DESIGN-BUILDER** shall not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager, and only if such alteration will not increase the Guaranteed Maximum Price or extend the Project Schedule.

4.1.25 **BINDING THE PROFESSIONALS, SUBCONSULTANTS AND SUBCONTRACTORS.** The **DESIGN-BUILDER** agrees to bind specifically every Professional, Subconsultant and Subcontractor to the applicable terms and conditions of the **AGREEMENT**, for the benefit of the **TAX COLLECTOR**. All Work performed for the **DESIGN-BUILDER** by a Professional, Subconsultant or Subcontractor shall be pursuant to an appropriate written agreement between the **DESIGN-BUILDER** and the Professional, Subconsultant or Subcontractor. The **TAX COLLECTOR** shall be expressly named as a third-party beneficiary to any agreement between the **DESIGN-BUILDER** and its Professional(s) and Subconsultant(s).

4.2 **DUTIES AND OBLIGATIONS OF DESIGN-BUILDER SPECIFICALLY RELATED TO PROFESSIONAL SERVICES**

4.2.1 The **DESIGN-BUILDER** and its agents, subcontractors or partners owe a duty to the **TAX COLLECTOR** to meet the **PROJECT'S** intended quality and scope and to serve the best interest of the **TAX COLLECTOR** in meeting the **TAX COLLECTOR'S** needs. The design and construction professionals shall provide input at all stages of the design-build process and shall be involved in the decision-making process in order to provide the highest and best value to the **TAX COLLECTOR** within the requirements of the **AGREEMENT**.

4.2.1.1 **PUBLIC INPUT:** Community meetings or workshops may be held at each phase of design, if deemed necessary by the **TAX COLLECTOR**, and **DESIGN-BUILDER** shall participate as required by **TAX COLLECTOR** in one meeting or workshop for each phase. There shall be no additional charge for this service.

4.2.2 **RULES OF THE BOARD OF PROFESSIONAL REGULATION AND DUTY TO PROVIDE SIGNED AND SEALED DOCUMENTS.** **DESIGN-BUILDER'S** Professional(s) shall sign and seal all design

documents prepared by **DESIGN-BUILDER** per the requirements of all laws, rules and regulations of any governmental authority over the **PROJECT**, and **DESIGN-BUILDER** shall assume all responsibility for such plans and design documents. All Final Construction Documents prepared by **DESIGN-BUILDER** shall be signed and sealed per the requirements of Chapters 471 and 481, Florida Statutes, and the related Rules of the Department of Business and Professional Regulation.

4.2.3 DOCUMENTATION RELATED TO PROPOSED MODIFICATIONS TO DESIGN-BUILD DOCUMENTS AND CONSTRUCTION. During all phases of the **PROJECT**, the **DESIGN-BUILDER**, through the appropriate Professional(s), shall maintain a log and documentation of all communications between **DESIGN-BUILDER** and **TAX COLLECTOR** related to any and all actual and proposed changes and modifications to any aspect of the Design-Build Documents and construction of the **PROJECT**. Copies of the above shall be transmitted to the Project Manager as part of **DESIGN-BUILDER'S** Progress Reports. Any proposed changes to the civil plans provided by Florida Engineering and Environmental Services, Inc. shall be reviewed and approved by Florida Engineering.

4.2.4 DESIGN REVIEWS/APPROVALS. As set forth below, there shall be at least the following formal design reviews and approvals by the **TAX COLLECTOR** for Design of the **PROJECT**:

- i. Upon completion of the Schematic Design Documents;
- ii. Upon completion of ninety percent (90%) Construction Documents;
- iii. Upon completion of 100% Construction Documents and permitting; and
- iv. Approval of Final Construction Documents by **TAX COLLECTOR** following incorporation of any changes necessitated by former design reviews or the permitting process (which changes shall be highlighted for **TAX COLLECTOR'S** review).

4.2.5 TIME FRAMES FOR DESIGN APPROVALS/REFLECTION ON PROJECT SCHEDULE. **DESIGN-BUILDER** shall reflect the foregoing design reviews and approvals on the Project Schedule and shall allow the following times from date of submittal for the **TAX COLLECTOR** to receive the Design-Build Documents, submitted for each Design Approval, review them, attend a one-half (1/2) Day design presentation (if needed), and for the **TAX COLLECTOR** to approve, approve with conditions, or disapprove the submitted Design-Build Documents:

- i. For Schematic Design Documents – 10 Working Days.
- ii. For ninety percent (90%) completion of Construction Documents – 10 Working Days.
- iii. For approval of Final Construction Documents – 5 Working Days (provided **DESIGN-BUILDER** shall highlight those changes to the Construction Documents that were necessitated by the permitting process).

DESIGN-BUILDER shall also be responsible for taking any actions necessary to maintain its Project Schedule, including any acceleration necessary for subsequent resubmittal(s) of the aforementioned by **DESIGN-BUILDER** and re-review(s) by **TAX COLLECTOR**, in the event of initial disapproval.

4.2.6 DESIGNATION OF PROFESSIONAL(S) OF RECORD, PROVISION OF BASIC SERVICES AND DELIVERABLES. Prior to beginning Work, **DESIGN-BUILDER** shall designate in writing the name(s) of its Architect/Engineer of Record, and other Professionals who will be responsible for signing and sealing Design-Build Documents. **DESIGN-BUILDER** shall indicate the specific tasks and areas of responsibilities for these individuals and firms. The **DESIGN-BUILDER** shall provide Basic Design and Construction Administration services under this **AGREEMENT** during the phases of the **PROJECT** as outlined below.

4.2.6.1 All work by the **DESIGN-BUILDER'S** Professional shall be performed under the direction and supervision of a Registered Architect or Professional Engineer licensed in the State of Florida.

4.2.6.2 **DELIVERABLES:** Upon the completion of each design phase, **DESIGN-BUILDER** shall submit deliverables for review by the **TAX COLLECTOR** and Project Manager as described below. All design drawings submitted by the **DESIGN-BUILDER** should be a minimum of 24" X36" in size. In addition reduced copies (11" X 17" in size) of drawings must be provided at each phase, if requested by the Project Manager. In addition to hard copies, **DESIGN-BUILDER** shall provide all deliverables at all phases in computer format, i.e., compact discs or email. Computer format shall be in Adobe and AutoCAD. However, at a minimum, **TAX COLLECTOR** must be provided Final Construction Documents and As-builts in CAD format.

4.2.7 SERVICES AT SCHEMATIC DESIGN PHASE

4.2.7.1 Upon issuance of Notice to Proceed with Design Services by **TAX COLLECTOR**, the **DESIGN-BUILDER** and the **TAX COLLECTOR** shall mutually review the RFP documents related to the design as well as the **AGREEMENT** and GMP to ascertain the requirements of the design.

4.2.7.2 The **DESIGN-BUILDER** shall present alternative approaches for design and construction.

4.2.7.3 Based upon the requirements of **TAX COLLECTOR** and the RFP, the **DESIGN-BUILDER** shall prepare Schematic Design Documents as described herein.

4.2.7.4 The **DESIGN-BUILDER** shall conduct a thorough investigation of all Site development issues/constraints such as zoning, utilities, drainage, environmental, traffic, soil conditions etc.

4.2.7.5 The **DESIGN-BUILDER** shall identify all authorities having jurisdiction, and permits and approvals which will be required for construction and completion of the **PROJECT** and shall include such information in a permit approval report.

4.2.7.6 The **DESIGN-BUILDER** shall update the GMP and the Project Schedule, if necessary, in an agreed-upon format with **TAX COLLECTOR**.

4.2.7.7 Upon completion of the Schematic Design Phase, the **DESIGN-BUILDER** shall submit for approval to the **TAX COLLECTOR** the following minimum required deliverables:

- i. Final Program, to include list of all elements/spaces, design criteria and equipment requirements indicated;
- ii. Drawings, to include all structural plans in both CAD and PDF format;
- iii. List identifying all authorities having jurisdiction, with permits and approvals which will be required for construction and completion of the **PROJECT**, together with schedule of applications and a report of all permitting and approval activities conducted to date by **DESIGN-BUILDER**;
- iv. Updated GMP, in the appropriate format, pursuant to Article 8 below, with revised Project Schedule, if applicable, illustrating critical path and any changes in schedule detail.
- v. Outline specifications in the CSI or other mutually agreed-upon format.
- vi. Any other deliverable required to adequately depict development of design concept.
- vii. Copies of all meeting minutes and relevant correspondence.

4.2.8 **REVIEW OF SCHEMATICS.** At the **TAX COLLECTOR'S** option, **DESIGN BUILDER** shall incorporate the **TAX COLLECTOR'S** review comments into all the Schematic Design Documents and re-submit them for **TAX COLLECTOR'S** review and approval within ten (10) Working Days.

4.2.9 **SERVICES AT 90% CONSTRUCTION DOCUMENTS PHASE**

4.2.9.1 Based upon the Schematic Design Documents as approved by the **TAX COLLECTOR**, and any further revisions in the scope or quality of the **PROJECT** approved by the **TAX COLLECTOR**, the **DESIGN-BUILDER** shall prepare complete Construction Documents, consisting of drawings and specifications setting forth in detail the requirements for the construction of the **PROJECT**. These documents shall be referred to as 90% Construction Documents.

4.2.9.1 The **DESIGN-BUILDER** shall provide a written response to the **TAX COLLECTOR'S** design comments and requests and comments of reviewing agencies. The response must provide a checklist indicating those items incorporated into the design and those that are not included (with explanations).

4.2.9.2 The **DESIGN-BUILDER** shall provide an updated permit schedule and shall indicate which permits have been applied for and received. The **DESIGN-BUILDER** shall apply for and secure all necessary permits and regulatory approvals. The **DESIGN-BUILDER** shall make any changes required to the Construction Documents in order to obtain the necessary approvals and permits.

4.2.9.3 The **DESIGN-BUILDER** shall provide complete construction drawings for the **PROJECT** to include architectural, structural, mechanical, electrical and plumbing drawings and other drawings as needed, including all details and schedules in both CAD and PDF format.

4.2.9.4 The **DESIGN-BUILDER** shall provide complete Technical Specifications for the **PROJECT**. Within the required specifications, the **DESIGN-BUILDER** shall prepare a summary list of all Submittals to be provided for review by the **DESIGN-BUILDER'S** appropriate Professional(s) and

Subcontractors during construction, and for subsequent approval by **TAX COLLECTOR** prior to procurement or fabrication. This shall include material Submittals, shop drawings, test reports, closeout documents, and warranties/guarantees under each CSI Division. The specifications shall also include a detailed description of the **DESIGN-BUILDER'S** intended Quality Control Plan and testing schedule. The specifications shall also include requirements in accordance with the Geotechnical and other test reports.

4.2.9.5 The **DESIGN-BUILDER** shall prepare an updated GMP and a further refined and revised Project Schedule, if applicable, illustrating critical path and any changes in schedule detail.

4.2.9.6 Upon completion of the 90% Construction Document Phase, the **DESIGN-BUILDER** shall submit for approval to the **TAX COLLECTOR** of the following minimum required deliverables.

- i. Complete Construction Documents consisting of drawings and detailed technical specifications as described above in both CAD and PDF format.
- ii. An updated Permit and Approval Report indicating permits and approvals applied for and obtained.
- iii. Updated GMP, pursuant to Article 8 below, with revised Project Schedule, if applicable, illustrating critical path and any changes in schedule detail.
- iv. Checklist responding to **TAX COLLECTOR** comments and requests.
- v. Any other deliverable required to adequately depict development of design concept.
- vi. Copies of all meeting minutes and relevant correspondence.

4.2.10 **SERVICES AT FINAL CONSTRUCTION DOCUMENT/PERMIT PHASE:**

4.2.10.1 The **DESIGN-BUILDER** shall obtain all plans approvals, utility and engineering permits required by agencies with jurisdiction over the **PROJECT**. The **DESIGN-BUILDER'S** Professional shall provide the appropriate permit forms in order to obtain **TAX COLLECTOR** signatures when necessary. The **DESIGN-BUILDER** shall submit permit applications, plans, energy calculations and any required documents to the regulatory and utility agencies for review and approval. The **DESIGN-BUILDER** shall make changes required to the Design-Build Documents in order to obtain the necessary approvals and permits.

4.2.10.2 The **DESIGN-BUILDER** shall pro-actively negotiate with regulatory and utility agencies to obtain the best options and to reduce cost to the **PROJECT** in the **TAX COLLECTOR'S** best interest.

4.2.10.3 The **DESIGN-BUILDER** shall incorporate all review comments provided by the **TAX COLLECTOR** and reviewing agencies and incorporate them into the Design-Build Documents.

4.2.10.4 The **DESIGN-BUILDER** shall provide a list of all approvals and permits and the expiration dates and required renewal date of each approval or permit.

4.2.10.5 The **DESIGN-BUILDER** shall meet with the **TAX COLLECTOR** to review the Design-Build Documents and make the necessary revisions, modifications and perform a quality check of the work.

4.2.10.6 The **DESIGN-BUILDER** shall provide a written response to **TAX COLLECTOR'S** comments and requests and comments of reviewing agencies. The response must provide a checklist indicating those items incorporated into the design and those that are not included (with explanations for their exclusion)

4.2.10.7 The **DESIGN-BUILDER** shall provide Final Construction Documents which have been approved by the permitting and utility agencies, also known as Permit Drawings. The Final Construction Documents shall consist of all drawings and specifications incorporating all necessary review comments and corrections, including those required by the **TAX COLLECTOR**, Florida Engineering and Environmental Services, Inc., and permitting agencies.

4.2.10.8 Upon completion of the Final Construction Document Phase, the **DESIGN-BUILDER** shall submit for approval to the **TAX COLLECTOR** the following minimum required deliverables.

- i. Final Construction Documents consisting of drawings and detailed technical specifications as described above in both CAD and PDF format.
- ii. An updated Permit and Approval Report indicating all permits and approvals obtained with expiry and renewal dates.
- iii. GMP pursuant to Article 8 below, with revised Project Schedule, if applicable, illustrating critical path and any changes in schedule detail.
- iv. Checklist responding to **TAX COLLECTOR** comments and requests.
- v. Any other deliverable required to adequately depict development of design concept.
- vi. Copies of all meeting minutes and relevant correspondence.

4.2.10.9 Based upon review by the **TAX COLLECTOR** and Florida Engineering and Environmental Services, Inc., and obtaining of all permits and regulatory approvals, **DESIGN- BUILDER** shall incorporate any review comments into all the Final Construction Documents and re-submit them for **TAX COLLECTOR'S** approval. When approved, the revised documents shall then constitute the Final Construction Documents.

4.2.10.10 Upon approval of the Final Construction Documents by the **TAX COLLECTOR**, the **DESIGN-BUILDER** shall submit three (3) signed and sealed hard paper copies of the Final Construction Documents stamped "Approved for Construction" and copies of all regulatory permits and approvals. The drawings shall include an additional copy in CAD format and an additional copy in PDF format.

4.2.11 **PROFESSIONAL SERVICES AT CONSTRUCTION ADMINISTRATION PHASE**

4.2.11.1 The Construction Phase shall commence upon issuance of Notice to Proceed with Construction Services or any Limited Notice to Proceed with Construction Services by **TAX COLLECTOR**. The **DESIGN-BUILDER'S** Architect/Engineer of Record, and each appropriate Professional, shall provide Construction Administration services as provided herein, as required by the Final Construction Documents, and as required by authorities having jurisdiction over the **PROJECT**. All necessary surveying, testing, etc., shall be provided as part of **DESIGN-BUILDER'S** professional services.

4.2.11.2 The Architect/Engineer of Record and other appropriate Professional(s) shall visit the Site at intervals appropriate to the stage of construction, or as otherwise required by **TAX COLLECTOR** and the Final Construction Documents, to become generally familiar with the progress and the quality of the Work, during the Construction Phase, and to determine in general if the Work is proceeding in accordance with the Final Construction Documents. On the basis of such on-Site observations, the **DESIGN-BUILDER** shall keep the **TAX COLLECTOR** informed. The Architect/Engineer of Record shall provide limited construction observation of the progress and quality of the Work, and shall guard the **TAX COLLECTOR** against defects and deficiencies in the execution of the Work.

4.2.11.3 During the Construction Phase(s), the Architect/Engineer of Record shall provide the first review of all Applications for Payment by the **DESIGN-BUILDER** and indicate approval prior to the **DESIGN-BUILDER'S** submittal to the **TAX COLLECTOR** for approval. Approval of an Application for Payment by the Architect/Engineer of Record shall constitute a representation by the Architect/Engineer of Record that the construction Work has progressed to the point indicated and that the construction Work is in accordance with the Final Construction Documents.

4.2.11.4 The Architect/Engineer of Record and other appropriate Professional(s) shall be required to identify and reject Work that is not in accordance with the Final Construction Documents and to give written notice thereof to the Project Manager. Whenever, in the opinion of the Architect/Engineer of Record or any other Professional, it is necessary or advisable to ensure the Work's conformance with the intent of the Final Construction Documents, the Architect/Engineer of Record and/or Professional(s) shall have a duty to require a special inspection or testing of the Work at no additional cost to the **TAX COLLECTOR** and at no delay to the Project Schedule. The **DESIGN-BUILDER** shall require the Architect/Engineer of Record to identify and reject Work that is not in accordance with the Final Construction Documents and this **AGREEMENT**.

4.2.11.5 Prior to incorporation into the Work, and prior to approval by the **TAX COLLECTOR**, the appropriate Professional(s) shall review and approve all Submittals (including shop drawings, samples and test reports), substitutions, and Change of Work proposals for compliance with the design intent and governing laws, codes, regulations and ordinances, and if applicable, shall perform activities necessary for **DESIGN-BUILDER** to obtain approvals for such from authorities having jurisdiction over the **PROJECT**.

4.2.11.6 Prior to submittal to the Project Manager, the Architect/Engineer of Record shall review and approve the **DESIGN-BUILDER'S** Punch List. The Architect/Engineer of Record shall approve certifications of Substantial Completion, subject to acceptance by the **TAX COLLECTOR**.

4.2.11.7 Prior to Final Completion, the appropriate Professional(s) shall review the completed Punch List Work for conformance with the Final Construction Documents, and the Architect/Engineer of Record shall certify to **TAX COLLECTOR** in writing that the Work, including all Punch List items, has been completed in accordance with the Final Construction Documents, the **AGREEMENT**, all Change Orders, and all applicable laws, codes, regulations and ordinances. Such certification shall be subject to acceptance by **TAX COLLECTOR**.

4.2.11.8 The appropriate Professional(s) shall review warranty Work provided by the **DESIGN-BUILDER** for compliance with the Final Construction Documents during the term of this **AGREEMENT**, including any warranty periods set forth herein.

4.2.11.9 The Architect/Engineer of Record and the appropriate Professional(s) shall review and approve the **DESIGN-BUILDER'S** record documents and Final As-Built Construction Documents prior to submittal to the **TAX COLLECTOR**.

4.2.11.10 In addition to other deliverables required during the construction phase as described in other portions of this **AGREEMENT**, the **DESIGN-BUILDER** shall submit the following deliverables with the assistance of the appropriate Professional(s), as required by this **AGREEMENT** and the Final Construction Documents:

- i. **PROJECT** meeting minutes, which are required for each meeting attended, to include
 - a listing of attachments and attendees.
- ii. Reports of all field meetings and visits.
- iii. All reports by professionals, including soils and materials testing, inspection, etc.
- iv. Biweekly construction status reports indicating progress of the Work, deficiencies observed, and actions taken or required.
- v. Shop drawings, Substitutions and other Submittals.
- vi. Monthly logs of all Requests for Information, shop drawing logs and action item lists.
- vii. Monthly logs indicating the status of all Proposed Change Requests and Change Orders.
- viii. Monthly schedule of all tests and inspections and copies of all resulting reports.

4.3 **DUTIES AND OBLIGATIONS OF DESIGN-BUILDER SPECIFICALLY RELATED TO CONSTRUCTION SERVICES**

4.3.1 **CONSTRUCTION SCHEDULE**. The Construction Phase shall commence with issuance of Notice to Proceed with Construction Services by **TAX COLLECTOR**. Subsequent to approval of Final Construction Documents and prior to the commencement of construction, **DESIGN-BUILDER** shall provide a Bar chart construction schedule illustrating the construction portion of the Project Schedule. The Schedule shall reflect timely completion in accordance with the **AGREEMENT**.

During the Construction Phase, the Schedule shall be updated on a monthly basis and submitted with the monthly Progress Report, if requested by the Project Manager.

4.3.2 **TEMPORARY UTILITIES.** **DESIGN-BUILDER** shall provide and pay for until Substantial Completion all facilities, utilities and equipment that are necessary and adequate for the performance of the Work, and which conform to all applicable codes and authorities having or claiming jurisdiction, including but not limited to, power and lighting, water supply, sanitation and communications.

4.3.3 **SUPERVISION AND SUPERINTENDENCE**

4.3.3.1 The **DESIGN-BUILDER** shall supervise and direct the Work efficiently and with its best skill and attention. The **DESIGN-BUILDER** shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed otherwise in the **AGREEMENT**. The **DESIGN-BUILDER** shall be responsible for seeing that the finished Work complies with the **AGREEMENT**. The **DESIGN-BUILDER** shall cooperate with, and be responsible for coordination of the Work with, other contractors and/or utilities at the Site. The **DESIGN-BUILDER** shall attend meetings as requested by the Project Manager, in addition to those required by this **AGREEMENT**.

4.3.3.2 The **DESIGN-BUILDER** shall keep on the Work and at the site at all times during its progress a competent resident superintendent who shall not be replaced without written notice to the Project Manager except under extraordinary circumstances. The superintendent shall be the **DESIGN-BUILDER'S** representative at the Site and shall have authority to act on behalf of the **DESIGN-BUILDER**. All written communications given to the superintendent shall be as binding as if given to the **DESIGN-BUILDER**.

4.3.4 **LABOR, MATERIALS AND EQUIPMENT.** The **DESIGN-BUILDER** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the **AGREEMENT**. The **DESIGN-BUILDER** shall at all times maintain good discipline and order on the Site.

4.3.5 **DIVISION OF SUBCONTRACTS.** The divisions and sections of the specifications and the identifications of any drawings that make up the Final Construction Documents shall not control the **DESIGN-BUILDER** in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

4.3.6 **QUALIFICATIONS OF SUBCONTRACTORS, VENDORS AND SUPPLIERS.** Within ten (10) Days after receipt of Notice to Proceed with Construction Services (or Limited Notice to Proceed with Construction, if applicable) by **TAX COLLECTOR**, the **DESIGN-BUILDER** shall submit to the Project Manager a list of all Subcontractors and all such other persons and organizations whom the **DESIGN-BUILDER** intends to utilize in performing the Work. The **DESIGN-BUILDER** shall indicate the corresponding line item as shown on the GMP that each Subcontractor will be

working under. However, **TAX COLLECTOR** reserves the right to examine subcontractor bids and request **DESIGN BUILDER** to provide names of other Subcontractors who **DESIGN BUILDER** has solicited for the purposes of providing bids and work for the **PROJECT**. The **TAX COLLECTOR** reserves the right to examine those bids and request other Subcontractor bids if the **TAX COLLECTOR** deems necessary.

4.3.7 **REFERENCE POINTS.** The **DESIGN-BUILDER** shall establish on the Drawings such general reference points as in its judgment will enable the **DESIGN-BUILDER** to proceed with construction Work. **DESIGN-BUILDER** shall establish the coordinates and elevations of two permanent benchmarks at the Site. The **DESIGN-BUILDER** shall establish construction control, including but not limited to construction baseline and any additional temporary benchmarks and elevations at 1000-foot intervals by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying). The **DESIGN-BUILDER** shall be responsible for the layout of the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of the Architect/Engineer of Record and Florida Engineering and Environmental Services, Inc. The **DESIGN-BUILDER** shall within 48 hours give notice to the Architect/Engineer of Record and Florida Engineering and Environmental Services, Inc., and the Project Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The **DESIGN-BUILDER** shall replace and accurately relocate all reference points so lost, destroyed, or moved by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying).

4.3.8 **EXISTING UTILITIES.** **DESIGN-BUILDER** shall protect all existing utilities, and any portions of the **PROJECT**, at or adjacent to the Site which are not designated for removal. If required by the Project Manager or any authorities having or claiming jurisdiction, the **DESIGN-BUILDER** shall restore damaged or temporarily relocated utilities and affected areas to a condition equal to or better than they were prior to such damage or temporary relocation.

4.3.8.1 Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the **TAX COLLECTOR** and **DESIGN-BUILDER**. Prior to commencing construction, the **DESIGN-BUILDER** shall be responsible for verification and location of all underground utilities. The **DESIGN-BUILDER** shall, at a minimum, contact all utility companies for the purpose of determining all utilities located by the utility companies. The **DESIGN-BUILDER** shall clear and grub those areas identified by the affected utility as essential, before beginning its work. Furthermore, the **DESIGN-BUILDER** shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting to ascertain that the utilities shown or otherwise identified are in the area shown. The **TAX COLLECTOR** shall not be liable for any damage or delay caused by any utility line that was or could have been identified by the **DESIGN-BUILDER** using reasonable means. If **DESIGN-BUILDER** fully performs its due diligence investigation with respect to existing utilities prior to the commencement of Work, and **DESIGN-BUILDER** is subsequently delayed by an unknown existing utility conflict, the **DESIGN-BUILDER** may make a claim for an extension to the Contract Time in accordance with the requirements of the **AGREEMENT**, but in no event will the **DESIGN-BUILDER** be entitled to any damages or additional compensation from the **TAX COLLECTOR**, unless the delay extends beyond thirty (30) days and results from events beyond the

control of **DESIGN-BUILDER**.

4.3.9 **INSPECTION OF CONSTRUCTION**. **DESIGN-BUILDER** shall permit the **TAX COLLECTOR**, its agents, employees, representatives and subconsultants, and any interested governmental authority or regulatory agency, to enter upon the Site at any time to inspect the Work, the **PROJECT** and all materials used or to be used in the construction of the **PROJECT** that may be stored on the Site. The **DESIGN-BUILDER** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing.

4.3.10 **DUTY TO RESPOND TO REQUEST FOR PROPOSALS**. **DESIGN-BUILDER** shall promptly prepare and submit to the **TAX COLLECTOR**, at **TAX COLLECTOR'S** request, reasonable Change of Work Proposals.

4.3.11 **PROTECTION OF EXISTING FACILITIES**. **DESIGN-BUILDER** shall protect all existing utilities, and any portions of the **PROJECT**, at or adjacent to the Site which are not designated for removal. If required by the Project Manager or any authorities having or claiming jurisdiction, the **DESIGN-BUILDER** shall restore damaged or temporarily relocated utilities and affected areas to a condition equal to or better than they were prior to such damage or temporary relocation.

4.3.12 **QUALITY OF MATERIALS AND EQUIPMENT**. All materials and equipment shall be new and of good quality, unless otherwise provided in the **AGREEMENT**. If required by the Project Manager, the **DESIGN-BUILDER** shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.3.13 **COMPLY WITH MANUFACTURER INSTRUCTIONS**. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors.

4.3.14 **CLEANING UP**. The **DESIGN-BUILDER** shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work, on a daily basis or as required. At the completion of the Work, the **DESIGN-BUILDER** shall remove all waste materials, rubbish, and debris from the Site as well as all tools, construction equipment and machinery and surplus materials, and will leave the Site clean and ready for occupancy by the **TAX COLLECTOR**. In addition to any other rights available to **TAX COLLECTOR** under the **AGREEMENT**, the **DESIGN-BUILDER'S** failure to maintain the Site may result in withholding of any amounts due **DESIGN-BUILDER**. The **DESIGN-BUILDER** will restore to original condition those portions of the Site not designated for alteration by the **AGREEMENT**.

4.3.15 **RECORD DOCUMENTS**. The **DESIGN-BUILDER** shall keep at the Site and in good order one record copy of the Final Construction Documents and all Shop Drawings. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the Project Manager for inspection during the construction phase and shall be submitted to the **TAX COLLECTOR** prior to acceptance of Final Completion of by the **TAX COLLECTOR**.

4.4 **RESPONSIBILITY OF DESIGN-BUILDER FOR QUALITY AND CONFORMANCE OF WORK.**
DESIGN-BUILDER represents that it shall be responsible for:

- i. The functional soundness and structural integrity of the Work, the **PROJECT** and the Final Construction Documents
- ii. The professional quality, technical adequacy, accuracy and legal sufficiency and compliance of the Work, the **PROJECT** and the Final Construction Documents,
- iii. Timely completion and coordination of the **PROJECT** and the Final Construction Documents, and
- iv. Other Work and materials performed, provided, and/or furnished by **DESIGN-BUILDER** or its Professionals, Subconsultants, and/or Subcontractors.

4.4.1 **CORRECTION OF WORK AFTER FINAL COMPLETION.** **TAX COLLECTOR** agrees to promptly provide **DESIGN-BUILDER** with written notice of its discovery of Defective or non-conforming Work after the Final Completion date. The **DESIGN-BUILDER** shall promptly, without cost to the **TAX COLLECTOR** and in accordance with the **TAX COLLECTOR'S** written instructions, either correct such Defective or non-conforming Work, or remove it from the Site and replace it with non-Defective Work. If the **DESIGN-BUILDER** does not promptly comply with the terms of such instructions, the **TAX COLLECTOR** may have the Defective Work corrected, removed, or replaced. The **DESIGN-BUILDER** will pay the actual cost of correction, removal or replacement of the Defective Work.

4.4.2 **ACCEPTANCE OF DEFECTIVE WORK.** If, instead of requiring correction or removal and replacement of Defective Work pursuant to Article 14, the **TAX COLLECTOR** prefers to accept it, the **TAX COLLECTOR** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the **AGREEMENT**, including an appropriate reduction in the Guaranteed Maximum Price shall be issued. If the acceptance occurs after approval of final payment, the **DESIGN-BUILDER** shall pay to the **TAX COLLECTOR** an appropriate sum to compensate for the Defective Work.

4.4.3 **DESIGN-BUILDER'S DUTY TO PROCEED WITH WORK IN THE EVENT OF DISPUTE.** Pending resolution of any claim or dispute between the **TAX COLLECTOR** and **DESIGN-BUILDER**, unless otherwise agreed to in writing, **DESIGN-BUILDER** shall proceed diligently with performance of the Work as directed by the **TAX COLLECTOR** and the **TAX COLLECTOR** shall continue to make payments in accordance with this **AGREEMENT**.

4.4.4 **TAX COLLECTOR'S REVIEW AND APPROVAL OF DESIGN-BUILD DOCUMENTS SHALL NOT RELIEVE DESIGN-BUILDER OF RESPONSIBILITY.** **TAX COLLECTOR'S** receipt, review, and approval of the Final Construction Documents, including all Design-Build Documents, and any incidental professional services, Work and materials furnished hereunder by **DESIGN-BUILDER**, or its Professionals, Subconsultants, or Subcontractors, shall not in any way relieve **DESIGN-BUILDER** of

its responsibility for the adequacy, sufficiency, efficacy, completeness and/or accuracy of the Design-Build Documents.

4.4.5 TAX COLLECTOR'S INSPECTION AND OBSERVATION OF CONSTRUCTION SHALL NOT RELIEVE DESIGN-BUILDER OF RESPONSIBILITY. **TAX COLLECTOR'S** inspection and observation of Defective Work, absent an express written waiver of such defect in clear and unambiguous terms, shall not relieve **DESIGN-BUILDER** of responsibility for the adequacy, sufficiency, efficacy, completeness and/or accuracy of the Work, or any portion thereof.

4.4.6 TAX COLLECTOR'S PAYMENT SHALL NOT RELIEVE DESIGN-BUILDER OF RESPONSIBILITY. **TAX COLLECTOR'S** payment for any of **DESIGN-BUILDER'S** Work shall not be intended, and shall not be construed, to operate as a waiver of any of the **TAX COLLECTOR'S** rights under this **AGREEMENT**, or any cause of action it may have arising out of **DESIGN-BUILDER'S** performance or non-performance under this **AGREEMENT**.

ARTICLE 5

TAX COLLECTOR'S DUTIES AND RESPONSIBILITIES/PROJECT MANAGER'S STATUS

5.1 DESIGNATION OF PROJECT MANAGER

5.1.1 TAX COLLECTOR agrees after the execution of this **AGREEMENT** to advise **DESIGN-BUILDER**, in writing, of the person designated to serve and act as Project Manager. The **TAX COLLECTOR** shall issue all communications to the **DESIGN-BUILDER** and take all actions through the Project Manager except for authorization required by Change Order pursuant to the **AGREEMENT** and other limitations expressly provided for in this **AGREEMENT**.

5.1.2 The Project Manager shall be available within a reasonable period of time, with reasonable prior written notice given by **DESIGN-BUILDER**, to meet and/or consult with **DESIGN-BUILDER** on matters pertaining to the Work provided and performed by **DESIGN-BUILDER**.

5.1.3 The Project Manager shall have the authority to manage and administer the **PROJECT**, unless the **DESIGN-BUILDER** is otherwise notified by **TAX COLLECTOR** or appropriate designee. The Project Manager will provide direct contact and communication between **TAX COLLECTOR** and **DESIGN-BUILDER** with respect to providing information, assistance, guidance, coordination, and review of the **DESIGN-BUILDER'S** Work pursuant to this **AGREEMENT** and any authorized Change Order(s). The Project Manager shall not be authorized to, and shall not, issue any verbal instruction or approval to **DESIGN-BUILDER** that might have the effect, or that might be interpreted to have the effect, of modifying or changing this **AGREEMENT** in any respect.

5.1.4 The Project Manager shall conduct field visits as necessary to determine that construction is progressing in accordance with the Final Construction Documents. The Project Manager will attend regular progress meetings.

5.1.5 The Project Manager shall review all Applications for Payment submitted by the **DESIGN-BUILDER** and shall provide proper certification to the best of the Project Manager's knowledge and in the opinion of the Project Manager in order to support the approval of such payment applications or shall provide the basis for recommending rejection. The Project Manager's certification or rejection shall be rendered within seven (7) days of receipt by the Project Manager.

5.1.6 The Project Manager shall review any changes to the Final Construction Documents proposed by the **DESIGN-BUILDER** and shall recommend approval or rejection of the same.

5.1.7 The Project Manager shall conduct field visits to determine the dates of Substantial and Final Completion, receive and review written warranties and related closeout documents required by the Final Construction Documents and this **AGREEMENT**, and shall review and forward the **DESIGN-BUILDER'S** final Application for Payment to the **TAX COLLECTOR**.

5.1.8 The Project Manager shall certify to the best of his knowledge that the completed facility meets the intent of the Final Construction Documents.

5.2 **RESIDENT ENGINEER AND OTHER PERSONNEL.** The **TAX COLLECTOR** may furnish a full or part-time Resident Engineer and other personnel to assist the Project Manager in carrying out his/her duties pertaining to the **PROJECT**.

5.3 **FURNISHING OF SITE.** The **TAX COLLECTOR** shall furnish the Site upon which the construction Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the **DESIGN-BUILDER**. The **DESIGN-BUILDER** shall provide for any additional lands and access thereto that may be required, in his sole discretion, for temporary construction facilities, or storage of materials and equipment.

5.4 **MAKING PAYMENTS.** The **TAX COLLECTOR** shall make payments to the **DESIGN-BUILDER** in accordance with the provisions in Article 8.

5.5 **DECISIONS ON DISAGREEMENTS.** The Project Manager shall interpret the requirements of the **PROJECT** and the acceptability of the Work. If **DESIGN-BUILDER** disagrees with the Project Manager's opinion, **DESIGN-BUILDER** shall refer claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements initially to the Project Manager in writing with a request for a formal decision. The Project Manager will render in writing his opinion. Written notice of each such claim, dispute, and other matter shall be delivered by the **DESIGN-BUILDER** to the Project Manager within seven (7) days of the occurrence first happening. Written supporting data will be submitted to the Project Manager within fifteen (15) days after such occurrence unless the Project Manager allows additional time. If **DESIGN-BUILDER** fails to strictly comply with these notice and submittal time periods, the **DESIGN-BUILDER** shall be deemed to have waived its right to assert any claim associated with that matter. The formal decision of the Project Manager, upon review and approval of the **TAX COLLECTOR**, shall be conclusive on the matter, subject to the provisions of this **AGREEMENT**.

5.6 **LIMITATIONS ON PROJECT MANAGER'S RESPONSIBILITIES.** Neither the Project Manager's authority to act under this Article or elsewhere in the **AGREEMENT**, nor any decision made in good faith to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the **DESIGN-BUILDER**, any Professional, Subconsultant or Subcontractor, or any of their agents or employees.

5.6.1 The Project Manager shall not be responsible for the **DESIGN-BUILDER'S** construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. The Project Manager shall not be responsible for the **DESIGN-BUILDER'S** failure to perform the Work in accordance with the **AGREEMENT**.

5.6.2 The Project Manager shall not be responsible for the acts or omissions of the **DESIGN-BUILDER**, any Professionals, Subconsultants or Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

ARTICLE 6 RELATIONSHIP OF PARTIES

6.1 **TAX COLLECTOR'S RIGHTS DURING DESIGN-BUILD PROCESS.** Notwithstanding anything to the contrary set forth herein, the **TAX COLLECTOR** shall have the absolute and continuing right, but not the obligation, to inspect and oversee all aspects of the design and construction of the **PROJECT**, and **DESIGN-BUILDER** shall grant to the **TAX COLLECTOR** full and unlimited access to the Site and all construction sites at all times to enable the **TAX COLLECTOR** to fully exercise its rights hereunder. The **DESIGN-BUILDER** shall also grant the **TAX COLLECTOR** reasonable access to the offices of the Design Professional(s) for observation of the progress of design Work. The **DESIGN-BUILDER** understands and agrees that the **TAX COLLECTOR** shall have the right, but not the obligation, to fully inspect the Work to its satisfaction prior to taking possession of any part thereof.

6.2 **TAX COLLECTOR AS THIRD-PARTY BENEFICIARY; CORRELATION AND INTENT OF DOCUMENTS.** Nothing contained in any or all of **DESIGN-BUILDER'S** agreements and contracts with its Subconsultants or Professionals shall create a contractual relationship between the **TAX COLLECTOR** and any third party; however, the parties understand and agree that the **TAX COLLECTOR** is an intended third-party beneficiary of all of **DESIGN-BUILDER'S** contracts and subcontracts. **DESIGN-BUILDER** shall require that all of its contracts with its Professionals and Subconsultants and subcontractors expressly provide for the **TAX COLLECTOR** to be an intended third-party beneficiary of such contracts so as to enable **TAX COLLECTOR** to maintain a cause of action directly against such Professionals, Subconsultants and subcontractors as necessary for any errors and omissions related to this **PROJECT**. **DESIGN-BUILDER** shall provide evidence of such contractual provisions to **TAX COLLECTOR** upon request, and **DESIGN-BUILDER** agrees not to modify such provisions.

6.2.1 **DESIGN-BUILDER** shall incorporate all the applicable obligations of this **AGREEMENT** into its respective contracts, agreements, subcontracts, supply agreements, and purchase orders.

6.2.2 The **TAX COLLECTOR** shall not be responsible or liable for, or assume any obligations whatever for, any agreement entered into between any Professional, Subconsultant, or Subcontractor and the **DESIGN-BUILDER**, or any other Professional, Subconsultant or Subcontractor. The **TAX COLLECTOR** shall not be responsible for any payments due and/or owing to any Professional, Subconsultant or Subcontractor.

6.3 **DESIGN-BUILDER AS INDEPENDENT CONTRACTOR.** **DESIGN-BUILDER** and its Professionals, Subconsultants, and Subcontractors shall remain independent contractors and shall have no power, nor shall any of them represent that they have any power, to bind the **TAX COLLECTOR** or to assume or create any obligations, expressed or implied, on behalf of the **TAX COLLECTOR**. **DESIGN-BUILDER**, in providing and performing the Work required pursuant to this **AGREEMENT**, shall only represent **TAX COLLECTOR** in the manner and to the extent specifically set forth in writing in this **AGREEMENT** and as provided in any written Change Order(s) issued hereunder. **TAX COLLECTOR** neither assumes nor accepts any obligation, commitment, responsibility or liability which may result from any representation(s) by **DESIGN-BUILDER** not specifically provided for and authorized as stated hereinabove. With respect to its performance of the Work under this **AGREEMENT**, **DESIGN-BUILDER** shall promote the best interests of the **TAX COLLECTOR**.

6.4 **NO PARTNERSHIP OR JOINT VENTURE.** Nothing contained in this **AGREEMENT** shall be deemed to create a partnership or joint venture relationship between the **DESIGN-BUILDER** and the **TAX COLLECTOR**.

6.5 **THE TAX COLLECTOR'S ACTION FOR THE TAX COLLECTOR'S OWN PROTECTION ONLY.** The authority herein conferred upon the **TAX COLLECTOR** and any action taken by the **TAX COLLECTOR** or any of its agents or employees in making inspections of the Site, procuring sworn statements and/or waivers of lien, and/or reviewing and approving any portion of the Design-Build Documents before or after their creation will be taken by the **TAX COLLECTOR**, Project Manager, and by their agents or employees for their own protection only. Neither the **TAX COLLECTOR**, nor the Project Manager, nor any of their agents or employees, shall be deemed to have assumed any responsibility of **DESIGN-BUILDER** or any other person or entity as a result of any such action herein authorized or taken by them with respect to furthering the proper construction and equipping of the **PROJECT**, performance of any construction, contracts or agreements, or prevention of claims from construction liens.

6.6 **GOOD FAITH AND FAIR DEALING.** **TAX COLLECTOR** and **DESIGN-BUILDER** shall assume toward one another a relationship of good faith and fair dealing.

ARTICLE 7
PROJECT SCHEDULE/CONTRACT TIME/COMPLETION

7.1 PROJECT SCHEDULE DETAIL

7.1.1 Prior to issuance of Notice to Proceed with Design Services, **DESIGN-BUILDER** shall submit for review and acceptance by **TAX COLLECTOR** the Project Schedule Detail. The Project Schedule Detail shall be in conformance with and incorporate the milestones indicated in Appendix 2 Project Schedule. The Project Schedule Detail (Appendix 2B) shall be provided in the same format and shall provide the same level of detail as shown on the Project Schedule submitted with the **DESIGN-BUILDER'S** Proposal. The Project Schedule Detail shall be in conformance with the requirements of the RFP Documents and this **AGREEMENT**.

7.1.2 **DESIGN-BUILDER** acknowledges and agrees that **TAX COLLECTOR**, by accepting and approving the Project Schedule Detail as defined in Article 2, has no duty to independently verify the accuracy or completeness of the Project Schedule Detail. Further, such acceptance and approval shall not relieve **DESIGN-BUILDER** of its obligation to provide an accurate and complete Project Schedule Detail and to timely complete the **PROJECT**.

7.2 CONDITIONS FOR NOTICES TO PROCEED

7.2.1. Commencement of Work and Notices to Proceed are set forth in Article 3 of this **AGREEMENT**.

7.2.2 **NOTICE TO PROCEED WITH DESIGN SERVICES**. Notice to Proceed with Design Services will be issued by **TAX COLLECTOR** only after **DESIGN-BUILDER** has delivered to the **TAX COLLECTOR** this executed **AGREEMENT** and copies of recorded executed bonds and applicable Insurance certificates required hereunder and provided the **TAX COLLECTOR** has approved this **AGREEMENT**. Prior to **TAX COLLECTOR'S** issuance of Notice to Proceed with Design Services, the **DESIGN-BUILDER** shall also submit a Project Schedule Detail (Appendix 2B).

7.2.3 **LIMITED NOTICE(S) TO PROCEED WITH CONSTRUCTION SERVICES: DESIGN-BUILDER** may request the **TAX COLLECTOR** to consent to and to issue Limited Notice to Proceed with Construction for a specific portion of the Work. The **TAX COLLECTOR**, at its option may issue such Limited Notice to Proceed with Construction.

7.2.3.1 **CONDITIONS FOR LIMITED NOTICE TO PROCEED WITH CONSTRUCTION SERVICES**. In addition to the conditions set forth in Article 3 of this **AGREEMENT**, the following conditions must also be met before the **TAX COLLECTOR** will issue a Limited Notice to Proceed with Construction Services for limited portions of the Work:

- i. Written approval by **TAX COLLECTOR** of all Design-Build Documents necessary or related to such portion of the Work, including but not limited to required Submittals and the applicable Final Construction Documents;

- ii. Approval by **TAX COLLECTOR** of **DESIGN-BUILDER'S** Final GMP and Schedule;
- iii. Issuance of all applicable permits and receipt of all applicable approvals relating to such portion of the Work from governmental agencies having or claiming jurisdiction over the **PROJECT** or Site;
- iv. Written confirmation from **DESIGN-BUILDER'S** insurance agents and/or companies that all insurance coverages required under this **AGREEMENT** are in full force and effect;
- v. **DESIGN-BUILDER'S** written certification that there are no obstacles to obtaining any permits or approvals from authorities having jurisdiction over the **PROJECT** or the Site, for the Work not covered by this Notice to Proceed;
- vi. **DESIGN-BUILDER'S** written certification that phasing the construction as contemplated in the Limited Notice to Proceed with Construction Services shall not jeopardize the Substantial Completion and Final Completion dates;
- vii. **DESIGN-BUILDER** shall assume the responsibility for coordinating the Work under the Limited Notice to Proceed with Construction Services with any future Work, including any costs and impacts generated.

7.2.4 **NOTICE TO PROCEED WITH CONSTRUCTION SERVICES: DESIGN-BUILDER** may request the **TAX COLLECTOR** to consent to and issue Notice to Proceed with Construction. The **TAX COLLECTOR**, at its option may issue such Notice to Proceed with Construction.

7.2.4.1 **CONDITIONS FOR NOTICE TO PROCEED WITH CONSTRUCTION SERVICES** . In addition to the conditions set forth in Article 3 of this **AGREEMENT**, the following conditions must also be met before the **TAX COLLECTOR** will issue a Notice to Proceed with Construction Services:

- i. Written approval by **TAX COLLECTOR** of all Design-Build Documents necessary or related to such portion of the Work, including but not limited to required Submittals and the Final Construction Documents;
- ii. Approval by **TAX COLLECTOR** of **DESIGN-BUILDER'S** Final GMP and Schedule (Appendix 2);
- iii. Issuance of all applicable permits and receipt of all applicable approvals relating to such portion of the Work from governmental agencies having or claiming jurisdiction over the **PROJECT** or Site;
- iv. Written confirmation from **DESIGN-BUILDER'S** insurance agents and/or companies that all insurance coverages required under this **AGREEMENT** are in full force and effect; and
- v. Written certification from the **DESIGN-BUILDER** that there are no obstacles to the Substantial Completion of and Final Completion of within the Contract Time.

7.3 **CONTRACT TIME AND LIQUIDATED DAMAGES**

7.3.1 Contract Time shall commence on the date indicated in the Notice To Proceed With Design Services.

7.3.2 **DESIGN-BUILDER** understands and accepts that the **AGREEMENT** requires several completion milestones and Notices to Proceed as described herein. The critical milestones which

the **DESIGN-BUILDER** must strictly adhere to are indicated in the Project Schedule and herein below.

7.3.3 The **DESIGN-BUILDER** acknowledges and agrees that **time is of the essence for completion of all of the duties and obligations of the DESIGN-BUILDER** contained in the **AGREEMENT**. **DESIGN-BUILDER'S** failure to complete the required Work by the Milestone Date shall entitle the **TAX COLLECTOR** to deduct from the Guaranteed Maximum Price (less any remaining Contingency and Allowances described in Article 9), "Liquidated Damages" per calendar Day of delay as detailed below.

7.3.4 At the sole discretion of **TAX COLLECTOR**, Liquidated Damages may be assessed in the amount of \$381 per calendar day starting Sept. 14, 2020 if the **PROJECT** has not reached Final Completion.

7.4 **SUBSTANTIAL COMPLETION AND DEVELOPMENT OF PUNCH LIST**

7.4.1 **Coordination for Occupancy**: No later than 30 days prior to its anticipated Substantial Completion date(s), **DESIGN-BUILDER** must provide notice of such impending Substantial Completion to the **TAX COLLECTOR**. Occupancy by the **TAX COLLECTOR** shall be coordinated by the **DESIGN-BUILDER** and **DESIGN-BUILDER** must provide full cooperation to the **TAX COLLECTOR** during its occupancy and for preparing the **PROJECT** with such items as owner-supplied equipment, data/communication systems, security and other such infrastructure if applicable within the **PROJECT** for **TAX COLLECTOR'S** occupancy. **DESIGN-BUILDER** shall fully cooperate with the **TAX COLLECTOR**, its vendors and subcontractors to accomplish turnover of **PROJECT** areas to provide easy access, to facilitate work by others and to coordinate move-in in a manner which will avoid disruption and facilitate smooth occupancy.

7.4.2 **Notice; Inspection; Certification**. Substantial Completion is as defined in this **AGREEMENT**. When the **DESIGN-BUILDER** believes the **PROJECT** has reached Substantial Completion, the **DESIGN-BUILDER** shall certify in writing to the Project Manager that the **PROJECT** is substantially complete in accordance with this **AGREEMENT** and shall request the Project Manager and Florida Engineering and Environmental Services, Inc. (with regard to site work) to inspect the Work and to approve the appropriate Certificate of Substantial Completion. Prior to making such a request, the **DESIGN-BUILDER** must:

1. Complete all Work necessary for the safe, proper and complete use or operation of the **PROJECT** (or Phase) as intended, ensuring: 1) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, 2) all operational testing has successfully occurred; 3) all required training has successfully occurred; 4) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by **DESIGN-BUILDER** and accepted by **TAX COLLECTOR**.

2. Prepare a **DESIGN-BUILDER**-generated punch list, i.e., a list of all items required to render the **PROJECT** complete, satisfactory and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion.

7.4.2.1 **List of Contacts for Warranty Follow-Up:** As part of its request for inspection for Substantial Completion, the **DESIGN-BUILDER** shall provide a list to the Project Manager indicating names, addresses and telephone numbers for contacting **DESIGN-BUILDER'S** staff and subcontractors for the purposes of warranty services.

7.4.2.2 **Safe and Proper Use and Training.** Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations are in place. Prior to approval of Substantial Completion, the **DESIGN-BUILDER** must schedule and provide the necessary operations and maintenance training for **TAX COLLECTOR'S** personnel.

7.4.2.3 **Operating Instructions and Warranties.** As part of the request for inspection for Substantial Completion, the **DESIGN-BUILDER** shall submit all operating instructions, maintenance instructions, test reports, parts lists and warranties for all mechanical, electrical, plumbing, life safety, fire protection, irrigation, parking equipment, elevators and other equipment or systems that have been incorporated in the **PROJECT** warranties.

7.4.3 Upon receipt of the request for inspection from the **DESIGN-BUILDER**, the Project Manager and other **TAX COLLECTOR** personnel, as appropriate, shall review the request, the Work and the **DESIGN-BUILDER**- generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the **DESIGN-BUILDER** citing the reasons for rejection. If the Project Manager and **TAX COLLECTOR** determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

- i. The Project Manager will within a reasonable time schedule and conduct inspection(s) of the Work with the Project Manager, other **TAX COLLECTOR** personnel as required, Florida Engineering and Environmental Services, Inc., and the **DESIGN-BUILDER** for the purpose of formally reviewing the status of completion of the Work in accordance with the Final Construction Documents and this **AGREEMENT**, the readiness of the **PROJECT** for use, and the **DESIGN-BUILDER**-generated punch list. A copy of the **DESIGN-BUILDER**-generated punch list will be provided to all participants, and any additional items noted during the inspection will be added to the list. The Project Manager, his representatives and other **TAX COLLECTOR** representatives will review the Work and the **DESIGN-BUILDER**-generated punch list to assure all deficiencies are noted on a final document (the "Punch List"). The Punch List must include all items required to render the **PROJECT** complete, satisfactory and acceptable. The **DESIGN-BUILDER** shall remain responsible for completion of all items on the Punch List. If Project Manager and **DESIGN-BUILDER** disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not, subject to the provisions of this **AGREEMENT**. The Punch List shall be finalized and issued to the

DESIGN-BUILDER by the **TAX COLLECTOR** within the time frames indicated below in Article 7.4.5.

- ii. If, upon completion of the inspection(s) the **TAX COLLECTOR** does not consider the **PROJECT** to have reached Substantial Completion, the Project Manager will notify the **DESIGN-BUILDER** in writing giving reasons why the **PROJECT** has not reached Substantial Completion.
- iii. If, upon completion of the inspection(s), the **TAX COLLECTOR** considers the **PROJECT** to have reached Substantial Completion, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the **TAX COLLECTOR** upon the signature of the Project Manager and Florida Engineering and Environmental Services, Inc., and shall be issued to the **DESIGN-BUILDER**. This Certificate shall fix the date of Substantial Completion.

7.4.4 The **TAX COLLECTOR** may refuse to accept Substantial Completion prior to the date designated for Substantial Completion in the **AGREEMENT**. **DESIGN-BUILDER** agrees to maintain exclusive supervision and control over the **PROJECT** and Site as necessary until the date of Substantial Completion designated in the **AGREEMENT**, unless the **TAX COLLECTOR** expressly waives the above requirement. All warranties and guaranties shall begin to run on the date of Certificate of Occupancy.

7.4.5 Time Frames for Issuance of Punch List

7.4.5.1 **DESIGN-BUILDER** shall complete punch list items within 14 days of Substantial Completion date.

7.4.5.5 The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of **DESIGN-BUILDER** to complete all the construction services purchased pursuant to the **AGREEMENT**.

7.5 COMPLETION OF PUNCH LIST AND RELEASE OF REMAINING RETAINAGE

7.5.1 Upon completion of the Punch List work, the **DESIGN-BUILDER** shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the **DESIGN-BUILDER**, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will within a reasonable time schedule and conduct inspection(s) of the facility with representatives of the **TAX COLLECTOR**, and the **DESIGN-BUILDER**, for the purpose of formally reviewing the completion of Punch List Work, If the Project Manager and **DESIGN-BUILDER** disagree on whether an item remains incomplete, the Project Manager has the final say on

whether the item is completed or not, subject to the provisions of this **AGREEMENT**.

7.5.2 If, upon completion of the inspection(s) the **TAX COLLECTOR** does not consider the Punch List work complete, the Project Manager will notify the **DESIGN-BUILDER** in writing giving specific reasons why the Punch List work is not complete.

7.5.3 Upon completion of all items on Punch List, the **DESIGN-BUILDER** may submit a payment request for all remaining retainage. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the **AGREEMENT**, **TAX COLLECTOR** may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the **DESIGN-BUILDER** in its Application for Final Payment after Final Acceptance of the Work by **TAX COLLECTOR**.

7.5.4 All items that require correction under the **AGREEMENT** and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the **DESIGN-BUILDER**.

7.5.5 Warranty items may not affect the final payment of retainage pursuant to 218.735(7)(g), Florida Statutes.

7.5.6 If **TAX COLLECTOR** fails to comply with its responsibilities in completing the Punch List within the time frame applicable to the **PROJECT** (as described in Article 7.4.5 above), **DESIGN-BUILDER** may submit a request for all remaining retainage withheld by **TAX COLLECTOR**. **TAX COLLECTOR** need not pay or process any payment request for retainage if **DESIGN-BUILDER** has, in whole or in part, failed to cooperate with **TAX COLLECTOR** in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, **TAX COLLECTOR** does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the **TAX COLLECTOR** or **DESIGN-BUILDER**.

7.7 FINAL COMPLETION/ACCEPTANCE

7.7.1 **Notice; Inspection.** When the **DESIGN-BUILDER** believes the Work is complete, the **DESIGN-BUILDER** shall certify in writing to the Project Manager that the Work is complete in accordance with this **AGREEMENT** and shall request the Project Manager to approve the appropriate Certificate of Final Completion. Thereafter, the **DESIGN-BUILDER** shall schedule a final inspection with the Project Manager and any other personnel requested by the Project Manager. The Project Manager shall, after such inspection, notify the **DESIGN-BUILDER** in writing of any Work this inspection reveals to be Defective, or any other Work not in accordance with the Final Construction Documents and this **AGREEMENT**. The **DESIGN-BUILDER** shall immediately take such action as may be necessary to remedy such defects and bring the **PROJECT** into full compliance with Final Construction Documents and this **AGREEMENT** and then request another inspection.

7.7.2 Final Acceptance by the **TAX COLLECTOR** shall be subject to review and acceptance by Professional, if any, and **TAX COLLECTOR** of all record documents, as-built surveys, permits, keys, consent of surety, subcontractor's statements of satisfaction and other close out documents required by the Final Construction Documents and this **AGREEMENT**.

7.7.3 Final Completion of the Work shall be achieved by the **DESIGN-BUILDER** when all Work required by the RFP Documents, the Final Construction Documents and this **AGREEMENT** is complete to the **TAX COLLECTOR'S** satisfaction and accepted by the **TAX COLLECTOR**. This includes but is not limited to acceptance by **TAX COLLECTOR** of warranties, guarantees, as-built drawings and surveys, record drawings, permits, keys consent of surety, subcontractor's statements of satisfaction, and other close-out documents. Final Completion will also be subject to satisfactory completion of training of **TAX COLLECTOR** personnel as appropriate.

7.7.4 After the Project Manager, in consultation with Florida Engineering and Environmental Services, Inc., has determined that all Work has been completed, the Project Manager will approve and issue the Certificate of Final Completion for the Work, which shall be signed off on by Florida Engineering and Environmental Services, Inc.

ARTICLE 8

COST OF WORK AND METHOD OF PAYMENT

8.1 **COST OF WORK AND GMP.** The total cost to **TAX COLLECTOR** and the total compensation to **DESIGN-BUILDER** for the Work necessary to complete the PROJECT, including but not limited to all costs of design, management, site development, permitting, surveying, testing, general conditions, reimbursable expenses, construction and post-construction services, fixtures and equipment, shall not exceed the Guaranteed Maximum Price (GMP) of \$_____.

8.2 **DESIGN-BUILD FEE.** The Design-Build Fee is included in the GMP.

8.3 **SCHEDULE OF VALUES**

8.3.1 The parties acknowledge that the Initial Approved Schedule of Values, a copy of which is attached hereto within Appendix 1 is based upon the GMP.

8.3.2 Prior to approval of any payment to **DESIGN-BUILDER** by **TAX COLLECTOR**, the **DESIGN-BUILDER** shall submit for **TAX COLLECTOR'S** review and acceptance a filled-in copy of Appendix 1. Among other requirements, the final Schedule of Values shall distribute the adjustments noted on the Initial Schedule of Values into the appropriate line items. The **TAX COLLECTOR** reserves the right to withhold all Notice(s) to Proceed with Construction and any payment for construction work pending its approval of the final Schedule of Values. The final Schedule of Values will be updated from time-to-time as necessary for reasons such as approved Change Orders.

8.3.3 The Schedule of Values and GMP may include quantities and unit prices. The Schedule of Values shall subdivide the Work into component parts in sufficient detail to allow **TAX COLLECTOR** to use it as the basis for measurement of work in place and to calculate amounts due based on percentage of completion for payments during construction. Unsupported or unreasonable allocation of costs to one activity on the GMP/Schedule of Values shall be justification for rejection by **TAX COLLECTOR** of such GMP/Schedule of Values.

8.4.4 The approved Schedule of Values shall accompany each Application for Payment and shall delineate all activities on the approved Project Schedule then in effect, the approved values, previous percentage complete approved, current percentage complete requested, and value of percentage requested.

8.5 APPLICATIONS FOR PAYMENT

8.5.1 Applications for Payment shall be made no earlier than thirty (30) Days after Notice to Proceed with Design Work and monthly thereafter, but not more often than once a month. Application for Payment shall be made only for Work that has been reviewed/inspected and accepted by the Project Manager and Florida Engineering and Environmental Services, Inc. (when applicable). The Application for Payment, when submitted, shall be filled out accurately and signed by the **DESIGN-BUILDER**, covering Work completed as of the date of the Application and shall be supported by such data as required by the **TAX COLLECTOR**. The **DESIGN-BUILDER** shall certify in writing that all Professionals, Subconsultants, Subcontractors and suppliers have been paid for acceptable Work and materials from previous progress payments received (less any retainage) prior to receipt of any further progress payments. The **DESIGN-BUILDER** shall submit an Application for Payment on the form(s) attached as Appendix 6, and which will include the aforementioned certification.

8.5.2 All Applications for Payment by **DESIGN-BUILDER** during the construction phase shall be accompanied by Architect/Engineer of Record's (and Florida Engineering and Environmental Services, Inc., when applicable) certification as to the percentage of completion of the Work-in-place on a trade-by-trade or subcontract by subcontract basis, and by written evidence satisfactory to **TAX COLLECTOR** that the Professionals, Subconsultants, and Subcontractors performing or providing any portion of the Work during the immediately preceding payment period have been paid in full.

8.5.3 Each Application for Payment shall contain a detailed breakdown of all charges, costs, expenses for all labor, services, equipment and materials furnished during the preceding thirty (30) Day period, a description of the Work provided and/or performed during such period, and where appropriate, supporting documentation of such charges, costs, and expenses. Florida Statute 112.061 shall govern to the extent applicable.

8.5.4 As part of Application for Payment, the **DESIGN-BUILDER** shall submit the Schedule of Values showing the work in place for that application for Payment to the **TAX COLLECTOR'S** Project Manager. The Schedule of Values to be updated is shown on the Application for Payment.

8.5.5 Beginning with the **DESIGN-BUILDER** second request for payment, the **DESIGN-BUILDER** shall submit a Subcontractor's Statement of Satisfaction, which is attached as Appendix 7, from each Subcontractor that furnished work on the **PROJECT** for the time period in which payment is being requested. If the **DESIGN-BUILDER** is unable to obtain the required Subcontractor's Statement(s) of Satisfaction, a consent from the **DESIGN-BUILDER'S** surety company shall be required. In the event the **DESIGN-BUILDER** is unable to furnish a Subcontractor's Statement of Satisfaction or a consent of surety, the disputed amount may be withheld by the **TAX COLLECTOR** until the **DESIGN-BUILDER** can provide a Subcontractor's Statement of Satisfaction or a consent of surety.

8.6 PAYMENT FOR WORK PERFORMED

8.6.1 FEES AND COSTS. **TAX COLLECTOR** shall pay **DESIGN-BUILDER** Fees and Costs on a monthly basis per the Application of Payment. In addition, **DESIGN-BUILDER** may be reimbursed for Insurance costs and Performance and Payment Bond costs prior to commencement of construction, provided **DESIGN-BUILDER** provides proper back-up, as approved by **TAX COLLECTOR**, or his designee.

8.7 RETAINAGE

8.7.1 All progress payments may be subject to a ten percent (10%) retainage, until 50% completion of the Work. When fifty percent (50%) of the Work is complete and in place (not including stored materials), the **TAX COLLECTOR** will reduce to five percent (5%) the amount of retainage being withheld from each subsequent progress payment made to **DESIGN-BUILDER**. The work will be considered 50% complete when at least 50% of the GMP amount (not including stored materials) has been paid to **DESIGN-BUILDER** and the Work is on schedule based on the accepted Project Schedule. After fifty percent (50%) completion of the Work as defined above, **DESIGN-BUILDER** may request up to one-half of the retainage held by **TAX COLLECTOR**. **TAX COLLECTOR** shall make payment to **DESIGN-BUILDER** within the time limits set out in Article 8.7 below, unless **TAX COLLECTOR** has grounds for withholding the payment of retainage. **TAX COLLECTOR** does not have to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05 Florida Statutes, or otherwise the subject of a claim or demand by **TAX COLLECTOR** or **DESIGN-BUILDER**. Retainage may be withheld for deficiencies including, but not limited to, schedule slippage, delinquent Submittals, Subcontractor non-payment or Defective Work. Remaining retainage shall be requested in the Final Payment after completion of Punch List work and after final acceptance of the Work by the **TAX COLLECTOR**.

8.7.2 When **TAX COLLECTOR** makes any payment of retainage to **DESIGN-BUILDER** which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers, **DESIGN-BUILDER** shall timely remit payment of such retainage to those subcontractors and suppliers.

8.7.3 If the **DESIGN-BUILDER** elects to withhold retainage from its subcontractors at a rate higher than 5 percent, then the **DESIGN-BUILDER** shall not request the release of such retainage funds from the **TAX COLLECTOR**.

8.8 APPROVAL AND TIME OF PAYMENTS

8.8.1 All Applications for Payment including Final Payment are subject to the review and approval of the **TAX COLLECTOR** (and Florida Engineering and Environmental Services, Inc., when applicable), and in the event of any disagreement between the **TAX COLLECTOR** and **DESIGN-BUILDER** as to the percentage of completion indicated therein, the Project Manager shall issue his or her opinion as to such percentage of completion, which opinion shall be the basis upon which payment shall be made.

8.8.2 The due date for payment shall be Twenty (20) Business Days after the date on which the Project Manager stamps the Application for Payment as received.

8.8.3 The **TAX COLLECTOR** may reject the Application for Payment within 20 business days after the date on which the Application for Payment is originally stamped as received. The rejection shall be written and shall specify the deficiency in the Application for Payment and the action necessary to make the Application for Payment proper.

8.8.4 If an Application for Payment is rejected as stated above and the **DESIGN-BUILDER** submits a corrected Application for Payment, the corrected Application for Payment shall be paid or rejected ten (10) business days after the date the corrected Application for Payment is stamped as received by the Project Manager.

8.8.5 The Project Manager may refuse to approve the whole or any part of any payment if, in the Project Manager's opinion, he/she is unable to make the representation that the Application is acceptable to the **TAX COLLECTOR**. The Project Manager may also refuse to approve any such Application, or nullify any such payment previously approved, to such extent as may be necessary in the Project Manager's opinion to protect the **TAX COLLECTOR** from loss because of any the following:

- i. Subsequently discovered evidence or the results of subsequent inspections or tests, indicating Defective Work;
- ii. The Work or any portion thereof is Defective;
- iii. The Bar Chart Schedule, and regular updates to the Project Schedule, as required in this **AGREEMENT**, have not been submitted or accepted;
- iv. Claims have been filed against the **TAX COLLECTOR** for which the **DESIGN-BUILDER** may be liable;
- v. The GMP has been reduced because of Change Order(s);
- vi. The **TAX COLLECTOR** has been required to correct Defective Work or to complete incomplete Work;
- vii. The Work has been neglected by **DESIGN-BUILDER** or **DESIGN-BUILDER** has not

- maintained satisfactory progress of the Work;
- viii. The Work or a portion thereof, was executed unsatisfactorily or **DESIGN-BUILDER** failed to clean up as required by this **AGREEMENT**, or failed to control traffic or dust or otherwise was not in compliance with this **AGREEMENT**;
- ix. There is any uncured Default under this **AGREEMENT**.

8.9 **APPLICATION FOR FINAL PAYMENT.** After the Certificate of Final Completion for the Work has been approved and issued by the Project Manager and Florida Engineering and Environmental Services, Inc. (regarding civil site work), and the final Change Order, if any, has been approved by the **TAX COLLECTOR**, the **DESIGN-BUILDER** may make Application for Final Payment following the procedure for Work-in-progress payments. The Application for Final Payment shall be accompanied by Certificate of Final Completion, Certificate of Occupancy and the Consent of Surety to Final Payment and such other documents as **TAX COLLECTOR** may reasonably require.

8.10 **DOCUMENTATION REQUIRED FOR FINAL PAYMENT.** In addition to the documentation required above, the following documentation shall be submitted by **DESIGN-BUILDER**, subject to approval of the **TAX COLLECTOR**, in order for **DESIGN-BUILDER** to receive payment under **DESIGN-BUILDER'S** Final Application for Payment:

1. **APPROVAL CERTIFICATES.** Certifications from all applicable governmental authorities having or claiming jurisdiction over the **PROJECT** stating that the Work has been completed in accordance with all applicable laws, codes, ordinances, regulations and decrees to the extent that such certifications are provided by such authorities in the ordinary course of business.
2. **CERTIFICATE OF COMPLIANCE AND STATEMENT OF GUARANTEE.** A written statement(s) from the appropriate Professional(s), addressed to the **TAX COLLECTOR** certifying and warranting that:
 - i. The **PROJECT** complies with all applicable governmental laws, codes, ordinances, decrees and regulations, including, but not limited to, all permit requirements, zoning and land use regulations,
 - ii. That the **PROJECT** has been completed in a good and workmanlike manner in accordance with the Final Construction Documents, and
 - iii. That the **PROJECT** is free from any errors, omissions and/or defects, which warranty, except as otherwise provided in this **AGREEMENT** or by applicable law, shall have a one (1) year term from the date of the Certificate of Occupancy of the **PROJECT**. Such written statement shall be executed by the **DESIGN-BUILDER** and all Professionals.
3. **OPERATING INSTRUCTIONS AND WARRANTIES.** All operating instructions, maintenance instructions, test reports, parts lists and warranties for all mechanical (i.e., heating, ventilation, air conditioning), electrical, plumbing, life safety, fire

protection, irrigation, sound lighting and other equipment or systems that have been incorporated in the PROJECT.

4. **SUBCONTRACTOR'S STATEMENT OF SATISFACTION.** A Subcontractor's Statement of Satisfaction for every Professional, Subconsultant and Subcontractor, in the form of attached Appendix 7.
5. **CONSENT OF SURETY.** A letter of consent, or a written waiver of such consent, from the surety(s) unless waived by the surety(s) that issued the payment and performance bond(s) for the **PROJECT** consenting to such Final Payment, provided that in so consenting, or in so waiving its consent, such surety(s) shall not be relieved of any obligations under such payment and performance bond(s).
6. **PROJECT RECORD DOCUMENTS,** including as-builts in paper and computer format.
7. **DELIVERY OF PERMITS.** Originals, if available, or true copies of all licenses, permits and approvals required by all governmental agencies having or claiming jurisdiction over the **PROJECT** for the full and uninterrupted use, occupancy and operation of the **PROJECT**.
8. **DELIVERY OF ALL KEYS TO THE PREMISES.**
9. **AS-BUILT DOCUMENTS.**
10. **ALL OTHER DOCUMENTS REQUIRED BY THIS AGREEMENT.**

8.11 **CLEAR TITLE.** At such time as **DESIGN-BUILDER** receives payment with respect to any and all Work, including materials and equipment, covered by an Application for Payment, whether incorporated in the **PROJECT** or not, title thereto shall pass to **TAX COLLECTOR** free and clear of all claims, security interests and encumbrances, and **TAX COLLECTOR** shall not be required to pay for any Work, including materials or equipment, which is subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by or upon **DESIGN-BUILDER** or any other person. Any liens filed against any portion of the Work, **PROJECT** or Site shall be promptly removed, discharged and/or transferred by **DESIGN-BUILDER** to other security as a strict condition precedent to any subsequent progress payments or, if applicable, the Final Payment.

8.12 **COST OF CLAIMS.** If at any time there shall be evidence of any claim for which, if established, the **TAX COLLECTOR** might become liable, and which is chargeable to **DESIGN-BUILDER**, or if **DESIGN-BUILDER** shall incur any liability to the **TAX COLLECTOR**, or the **TAX COLLECTOR** shall have any claim or demand against **DESIGN-BUILDER**, whether or not reduced to judgment or award, of any kind or for any reason, whether related to or arising out of this **AGREEMENT** or any other agreement between the **DESIGN-BUILDER** and the **TAX COLLECTOR**, the **TAX COLLECTOR** shall have the right to retain out of any payment due, or which may become

due under this **AGREEMENT**, an amount sufficient to indemnify the **TAX COLLECTOR** against that portion of the claim as can be allocated to the **DESIGN-BUILDER**, and/or to compensate the **TAX COLLECTOR** for and fully satisfy such liability, claim or demand. Should any such claim develop after final payment has been made, the **DESIGN-BUILDER** shall refund to the **TAX COLLECTOR** all monies that the latter may be compelled to pay in discharging such claims or incurred in collecting said monies from the **DESIGN-BUILDER**. This paragraph only refers to claims or such portion of claims as are chargeable and may be allocated to the **DESIGN-BUILDER**.

8.13 **DESIGN-BUILDER'S CONTINUING OBLIGATION.** The **DESIGN-BUILDER'S** obligation to perform the Work and complete the **PROJECT** in accordance with this **AGREEMENT** shall be absolute. Neither approval of any Work-in-progress or the Final Payment, the issuance of a Certificate of Substantial Completion, or a Certificate of Final Completion, any payment by **TAX COLLECTOR** to **DESIGN-BUILDER**, any use or occupancy of the **PROJECT** or any part thereof by the **TAX COLLECTOR**, the issuance of a Certificate of Final Completion, any act of acceptance by **TAX COLLECTOR**, any failure to do so, nor any correction of Defective Work by **TAX COLLECTOR** shall constitute an acceptance of Work not in accordance with this **AGREEMENT** or relieve **DESIGN BUILDER** in any way of its obligations under this **AGREEMENT**.

8.14 **WAIVER OF CLAIMS.** The making and acceptance of Final Payment shall constitute a waiver of any and all claims by **DESIGN-BUILDER** against **TAX COLLECTOR**, except for those previously submitted in writing in accordance with the **AGREEMENT**.

ARTICLE 9 **CONTINGENCY AND ALLOWANCES**

9.1 **ALLOWANCES AND CONTINGENCIES**

9.1.1 All allowances and contingencies shall be reflected in the GMP.

ARTICLE 10 **CHANGES TO THE WORK**

10.1 **CHANGES TO THE WORK**

10.1.1 Without invalidating the **AGREEMENT**, the **TAX COLLECTOR** may at any time or from time to time order additions, deletions, or revisions in the Work. Should the **TAX COLLECTOR** request **DESIGN-BUILDER** to provide and perform changes to the Work for this **PROJECT**, **DESIGN-BUILDER** agrees to provide and perform such changes to the Work in accordance with the covenants, terms, and provisions set forth herein and as a continuation of the Work covered under this **AGREEMENT**. Changes to the Work shall consist of additions, revisions or deletions to the Work after the Final Construction Documents have been approved by the **TAX COLLECTOR**.

10.2 CHANGE ORDER PROCEDURE FOR CHANGES TO THE WORK

10.2.1 In the event **TAX COLLECTOR** desires to make changes to the Work after establishment of Final Construction Documents, the Project Manager shall provide **DESIGN-BUILDER** with a proposal request, identifying the Work to be added, deleted or revised. Upon receipt of a proposal request from **TAX COLLECTOR**, the **DESIGN-BUILDER** shall promptly submit a written Change of Work Proposal for the changed Work priced in accordance with this Article 10. The **DESIGN-BUILDER** shall submit a proposed credit for Work to be deleted, which is priced consistent with the Schedule of Values. In the event **DESIGN-BUILDER** proposes changes to the Work after establishment of Final Construction Documents, **DESIGN-BUILDER** shall provide **TAX COLLECTOR** with a Change of Work Proposal priced in accordance with this Article 10. If the proposal request calls only for the deletion of Work, the Project Manager may order the partial suspension of any Work related to the proposed deletion, in which case the **DESIGN-BUILDER** must cease performance as directed; the **DESIGN-BUILDER** shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The **DESIGN-BUILDER** shall not be entitled to claim lost profits on deleted Work. Changed Work shall be performed in accordance with all applicable conditions of the **AGREEMENT**.

10.2.2 Additional Work performed by the **DESIGN-BUILDER** without authorization of a Change Order will not entitle the **DESIGN-BUILDER** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 4. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in this **AGREEMENT**.

10.2.3 Upon agreement as to changes in the Work to be performed and any mutually agreed upon claim of the **DESIGN-BUILDER** for a change in the Contract Time or the GMP, the **DESIGN-BUILDER** will prepare a written Change Order to be signed by both parties.

10.2.4 It is the **DESIGN-BUILDER'S** responsibility to notify its Surety of any changes affecting the general scope of the Work, GMP, or Contract Time.

10.3 CLAIMS BY THE DESIGN-BUILDER

10.3.1 Should the **DESIGN-BUILDER** make a claim for an increase in Contract Time or an increase in GMP, the claim shall be accompanied by an affidavit stating that:

- i. The claim is made in good faith;
- ii. The supporting data are accurate and complete to the best of the **DESIGN-BUILDER'S** knowledge and belief; and
- iii. The amount requested accurately reflects the GMP adjustment for which the **DESIGN-BUILDER** believes the **TAX COLLECTOR** is liable.

Absent such affidavit, the claim will not be considered. Submission of the affidavit shall be a condition precedent to filing a lawsuit.

10.3.2 Any claim by the **DESIGN-BUILDER** for an increase in the Contract Time or an increase in the GMP, shall be calculated and priced in accordance with this Article 10; shall be in writing; and shall be delivered to the Project Manager within ten (10) Days of the occurrence prompting the request for the increase first happening. Written supporting data shall be submitted to the Project Manager within ten (10) Days after such occurrence unless the Project Manager allows additional time.

10.3.3 The **DESIGN-BUILDER** shall proceed diligently with performance of the Work as directed by the **TAX COLLECTOR**, regardless of pending claim actions or disputes.

10.4 **CHANGE OF GMP**. The GMP is as defined in Article 2. All duties, responsibilities, and obligations assigned to or undertaken by the **DESIGN-BUILDER** shall be at its sole expense without change in the Contract Price. The GMP may only be increased or decreased by a written Change Order authorized and signed by Project Manager and **TAX COLLECTOR**.

10.5 **PRICING OF CHANGES TO THE WORK**

10.5.1 The price for changes to the Work shall be determined on the basis of reasonable expenditures and savings of those performing the Work directly attributable to the change and shall be no higher than that prevailing in the area of the **PROJECT**. The price for changes to the Work shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including Social Security, unemployment insurance and fringe benefits required by custom; workers' or workmen's compensation insurance; rental value of equipment and machinery at actual rented rate (not to exceed the original cost of the equipment or machinery); cost of additional field personnel directly attributable to the change (Cost of personnel already overseeing the **PROJECT** shall not be included.); and fees paid to architects, engineers and other professionals and consultants relating directly to the change.

10.5.2 Additional fees paid to architects, engineers and other professionals and/or consultants shall be calculated at the hourly rate of actual wages paid to such personnel. It shall be applied to actual hours actually, reasonably and necessarily expended by **DESIGN-BUILDER'S** professional and technical personnel.

10.5.3 **DESIGN-BUILDER** shall provide to Project Manager written estimates or bids from any of **DESIGN-BUILDER'S** subcontractors, consultant, or agents when requesting a change order.

10.5.4 The price for Changes to the Work shall not include any of the following:

- i. Payroll costs and other compensation of the **DESIGN-BUILDER'S** officers, executives, principals (of partnership and sole proprietorships), general managers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the **DESIGN-BUILDER** whether at the Site or in its principal or a branch office for general administration of the

- Change Order Work, all of which are to be considered administrative costs covered by the **DESIGN-BUILDER'S** overhead and profit;
- ii. Extraordinary fringe benefits not required by custom;
 - iii. Expenses of **DESIGN-BUILDER'S** principal and branch offices including the **DESIGN-BUILDER'S** office at the Site;
 - iv. Any part of the **DESIGN-BUILDER'S** capital expenses, including interest on the **DESIGN-BUILDER'S** capital used for the Change Order Work and charges against the **DESIGN-BUILDER** for delinquent payments;
 - v. Cost of premiums for all bonds and insurance (except for additional bonds and insurance required because of changes in the Work);
 - vi. Costs due to the negligence of the **DESIGN-BUILDER**, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - vii. Overhead or general expense costs of any kind (other than as provided in Article 10.5.5).

10.5.5 Overhead and profit shall be applied to costs related to actual design and construction Work. The maximum percentage allowed for the **DESIGN-BUILDER'S** combined overhead and profit (mark up) shall not exceed ten (10) percent on all **WORK** pursuant to **AGREEMENT**.

10.5.6 Material and equipment expenses shall be based on those actually, reasonably and necessarily expended for the changes to the Work and shall be tied to the prices reflected in the Schedule of Values.

10.5.7 For all changes, the **DESIGN-BUILDER** shall submit an itemized cost breakdown, together with supporting data in such detail and form as required by the **TAX COLLECTOR**. When a credit is due, the amount of credit to be allowed by the **DESIGN-BUILDER** to the **TAX COLLECTOR** for any such change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **TAX COLLECTOR**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail may include, at the sole discretion of the Tax Collector, an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

10.5.8 If the parties are unable to agree on a price for the changed Work, a reasonable price for the same shall be established by the **TAX COLLECTOR** in accordance with this Article 10. The **TAX COLLECTOR** shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with Article 10. The **DESIGN-BUILDER** shall perform the Work as directed in the Change Order but may submit a claim in accordance with this Article 10.

10.6 CHANGE OF CONTRACT TIME

10.6.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the Project Manager within ten (10) Days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the Project Manager within ten (10) Days after such occurrence unless the Project Manager allows additional time. All claims submitted by the **DESIGN-BUILDER** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay; clearly demonstrate that the delay will impact the Critical Path; and indicate why the subject delay was beyond the **DESIGN-BUILDER'S** control or fault.

10.6.2 If the **DESIGN-BUILDER** is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of the **TAX COLLECTOR** or by any of its employees, or by any separate entity employed by the **TAX COLLECTOR**, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the **DESIGN-BUILDER** using reasonable diligence, or any causes beyond the **DESIGN-BUILDER'S** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **TAX COLLECTOR** may determine. **DESIGN-BUILDER** shall be entitled to an extension of time for such causes only for the number of days of delay which the **DESIGN BUILDER** demonstrates to be due solely to such causes and only to the extent such occurrences actually impact the critical path and consequently delay the completion of the **PROJECT** and then only if the **DESIGN-BUILDER** shall have strictly complied with all the requirements of the **AGREEMENT**. Provided, however, notwithstanding anything in the **AGREEMENT** to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, shall relieve **DESIGN-BUILDER** of its duty to perform the Work under the **AGREEMENT**, or give rise to any right to damages or additional compensation from the **TAX COLLECTOR** unless the delay extends beyond thirty (30) days, and results from events outside the control of **DESIGN-BUILDER**. **DESIGN-BUILDER'S** sole and exclusive remedy against the **TAX COLLECTOR** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein, unless the delay extends beyond thirty (30) days, and results from events outside the control of **DESIGN-BUILDER**.

The above paragraph shall expressly apply to claims based on early completion, as well as claims based upon late completion. The **DESIGN-BUILDER** shall not have the right to damages or additional compensation on the basis that delays for any cause whatsoever prevented early completion.

10.6.3 The **DESIGN-BUILDER** shall become familiar with and prepare for the normal weather conditions existing in Hillsborough County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. The **DESIGN-BUILDER** acknowledges that its GMP and subsequent schedule anticipates and includes as a

minimum the normally anticipated number of unfavorable weather days set forth in Article 10.6.6 for the period of time covered by this **AGREEMENT**. The consequences and impact of such unfavorable weather conditions are neither excusable nor compensable.

10.6.4 The **DESIGN-BUILDER** acknowledges that the following conditions must all exist before unfavorable weather conditions may be found to exist:

10.6.4.1 Unfavorable weather conditions actually existed at the Project Site for one or more Work Days in excess of the number of Work Days set forth in Article 10.6.6;

10.6.4.2 As a direct result of the unfavorable weather conditions, the **DESIGN-BUILDER** was unable to perform critical path Work for a continuous period of more than four (4) hours on each specific Day;

10.6.4.3 The **DESIGN-BUILDER** had taken reasonable precautions, such as, but not limited to, proper drainage, temporary drainage or diversion, and pumping (including pre- and post-shift pumping), to mitigate the impact of such unfavorable weather conditions; and

10.6.4.4 The **DESIGN-BUILDER** was in fact scheduled to and attempted to perform Work.

10.6.5 An evaluation of weather conditions shall be made on the dates identified elsewhere in the **AGREEMENT** as "Milestone Dates," the Substantial Completion Date, and the Final Completion Date (collectively "Milestone Dates"). On those dates, if all the conditions set forth in Article 10.6.4 are found to exist, the number of Work Days from the date of the Notice to Proceed with Construction Services through the pertinent Milestone Date actually affected by unfavorable weather conditions will be compared with the normally anticipated number of unfavorable weather Days set forth in Article 10.6.6 for that same period of time. If the number of affected Days during that period exceeds the normally anticipated number of unfavorable weather Days, the Project Schedule shall be adjusted in accordance with Article 10.6. Subsequent Milestone Dates shall not be adjusted unless and until evaluations by the **TAX COLLECTOR** demonstrate **DESIGN-BUILDER'S** entitlement to the same. If any of the Milestone Dates are adjusted in accordance with the foregoing procedures, the Project Manager shall, at the time of Final Completion, prepare and submit a Change Order increasing the Contract Time by the total of all such adjustments for unfavorable weather conditions.

Notwithstanding anything herein to the contrary, liquidated damages shall not be assessed for the period of time between the originally scheduled Milestone Date(s) and the adjusted Milestone Date(s) as described hereinabove. This extension of the Milestone Date shall be the sole consideration for the impact of weather conditions, and **DESIGN-BUILDER** shall not be entitled to damages or additional compensation resulting from delays caused by such weather conditions. If the number of affected Days during that period does not exceed the normally anticipated number of unfavorable weather Days set forth in Article 10.6.6, no adjustment shall be made. For Milestone Dates which occur on a Day other than the last Day of the month, the

number of Days set forth in Article 10.6.6 shall be prorated and rounded to the nearest whole Day.

10.6.6 The parties expressly acknowledge that unfavorable conditions will exist at the Site as a result of normal weather. The parties also acknowledge that the normal and to-be-anticipated number of unfavorable weather Days per month are as follows:

January	3 work days	July	8 work days
February	4 work days	August	8 work days
March	4 work days	September	7 work days
April	3 work days	October	3 work days
May	4 work days	November	3 work days
June	6 work days	December	3 work days

10.6.7 As a condition precedent to receiving an extension of the Contract Time for delay on any portion of the Work, the **DESIGN-BUILDER** shall reasonably reschedule the Work so as to minimize the impact of the delay and to allow continued progress on the unimpacted portions of the Work.

10.6.8 Interim milestones may be adjusted by the Project Manager, when appropriate, as long as the adjustment does not affect Final Completion date.

10.7 **LIQUIDATED DAMAGES.** When **DESIGN-BUILDER** is in default for nonperformance within the stipulated Contract Time, liquidated damages shall be assessed. Upon Project Manager's notification to **DESIGN-BUILDER** that **DESIGN-BUILDER** failed to meet the specified date in Section 7.3.4, the **TAX COLLECTOR** may deduct the liquidated damages in the amounts stated in the **AGREEMENT** either by deductive Change Order or from any monies due the **DESIGN-BUILDER**, in addition to any retainage being withheld. Failure of the Project Manager to notify the **DESIGN-BUILDER** and to deduct the liquidated damages from a progress payment shall not be construed as a waiver of liquidated damages assessment.

10.8 **FINAL CHANGE ORDER:** If the **TAX COLLECTOR** determines it necessary, a final Change Order will be processed to resolve pending issues including, but not limited to adjustments for time (including adjustments for completion milestones) or costs and outstanding unused allowance and/or contingencies. Final Payment by the **TAX COLLECTOR** shall be contingent upon approval of the final Change Order, if any, by the Project Manager and **TAX COLLECTOR**.

ARTICLE 11

WARRANTIES, GUARANTEES AND REPRESENTATIONS

11.1 **REPRESENTATIONS AND WARRANTIES.** **DESIGN-BUILDER** represents and warrants to the **TAX COLLECTOR** the following, which representations and warranties are a material inducement for **TAX COLLECTOR** entering into and executing this **AGREEMENT**:

11.1.1 **CORPORATE OR JOINT VENTURE STATUS.** **DESIGN-BUILDER** warrants and represents to the **TAX COLLECTOR** that it is and shall remain throughout the term of this **AGREEMENT** the same entity that submitted the Qualifications Proposal in response to the RFP and that this same entity will remain active and current throughout the period this **AGREEMENT** is in effect, which includes post-construction and warranty periods.

11.1.2 **LICENSES.** **DESIGN-BUILDER** agrees and covenants to maintain itself as the legal entity obligated under this **AGREEMENT** to perform and provide the services hereunder, and in good standing throughout the period this **AGREEMENT** is in effect, which includes post-construction and warranty periods. It further agrees to obtain and maintain in good standing throughout the period this **AGREEMENT** is in effect, all such licenses as are required to do business in the State of Florida, Hillsborough County and any other applicable jurisdiction, including, but not limited to, licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional engineering, architectural, surveying and construction services to be provided and performed by **DESIGN-BUILDER** pursuant to this **AGREEMENT**.

11.1.3 **QUALITY OF MATERIALS AND WORK.** **DESIGN-BUILDER** represents and warrants to the **TAX COLLECTOR** that all supplies, materials and equipment incorporated in the **PROJECT** shall be new, of the highest quality, free from faults and defects, and in strict conformance with the Final Construction Documents. The **DESIGN-BUILDER** warrants and guarantees to the **TAX COLLECTOR** that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the **AGREEMENT** and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the **AGREEMENT** or such inspections, tests, approvals, or applicable building, construction and safety requirements, shall be considered Defective. Notice of all defects shall be given to the **DESIGN-BUILDER** by the Project Manager. Work not conforming to these requirements shall be corrected in accordance with Article 4 and Article 14.

11.1.4 **STANDARDS OF WORK.** **DESIGN-BUILDER** represents and covenants that all the Work to be provided and/or performed by **DESIGN-BUILDER** and the Professionals, Subconsultants, and/or Subcontractors engaged by **DESIGN-BUILDER** shall be performed in accordance with the highest standards of ethical and professional practice and in accordance with all applicable laws, rules, regulations, ordinances, codes, decrees, policies, standards or other guidelines issued by those governmental agencies which have or may claim jurisdiction over all or any portion of the **PROJECT**.

11.1.5 **MAINTAIN PREMISES.** **DESIGN-BUILDER** shall, during the term of this **AGREEMENT**, keep the Site free from accumulation of waste materials or rubbish caused by **DESIGN-BUILDER'S** operations and shall maintain the Site in accordance with all applicable laws, codes, rules, regulations and ordinances of all governmental agencies having or claiming to have jurisdiction over the Site. **DESIGN-BUILDER** shall control dust (with tarps, water or other approved materials) and blowing rubbish or construction materials at all times and shall respond promptly to any complaints, and shall take necessary measures to abate any problems with dust or blowing rubbish. Further, at the completion of the **PROJECT**, **DESIGN-BUILDER** shall promptly remove

from and about the Site all of **DESIGN-BUILDER'S** tools, construction equipment, machinery, surplus materials, waste materials and rubbish and temporary fencing and barricades.

11.1.6 **APPROVED FINAL CONSTRUCTION DOCUMENTS.** The Final Construction Documents shall be approved and, where required, permitted by all governmental agencies or authorities having or claiming jurisdiction over the **PROJECT** and any other whose approval, in whole or in part, may be required.

11.1.7 **BUILDING PERMITS AND OTHER REQUIRED CONSTRUCTION PERMITS.** All building permits and other required permits and approvals shall be issued and received on or prior to Substantial Completion of the **PROJECT**.

11.1.8 **COMPLIANCE WITH LAWS.** **DESIGN-BUILDER** shall not violate any court order or any law, regulation, ordinance, rule, order, decree, code or requirement of any governmental authority having or claiming jurisdiction over the **PROJECT**.

11.1.9 **NON-DISCLOSURE OF INFORMATION.** **DESIGN-BUILDER** shall not divulge, furnish or make available to any third person, entity, firm or organization, without **TAX COLLECTOR'S** prior written consent, and then only if necessary to the proper performance of **DESIGN-BUILDER'S** obligations and duties hereunder, any non-public information concerning the Work to be rendered by **DESIGN-BUILDER** or its Professionals, Subconsultants, or Subcontractors as long as such non-disclosure of information does not violate any applicable laws, rules or regulations. **DESIGN-BUILDER** shall require all of its employees, agents, Professionals, Subconsultants, and Subcontractors to comply with the provisions of this paragraph.

11.1.10 **UTILIZATION OF MATERIALS AND EQUIPMENT.** All labor and materials to be paid for by **TAX COLLECTOR** hereunder shall be employed or used solely for the design and construction of the **PROJECT**.

11.1.11 **NO CONFLICT OF INTEREST.** **DESIGN-BUILDER** represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Work required hereunder. **DESIGN-BUILDER** further represents that no person having any such interest shall be knowingly employed or engaged by **DESIGN-BUILDER** for said performance. **DESIGN-BUILDER** covenants that it shall obtain this same representation from its Subconsultants, Professionals, and Subcontractors.

11.1.12 **NO SOLICITATION OR CONTINGENCY FEES.** **DESIGN-BUILDER** represents that it has not employed or retained any company or person other than bona fide employees working solely for **DESIGN-BUILDER** for the purpose of soliciting or securing this **AGREEMENT**, and that **DESIGN-BUILDER** has not paid or agreed to pay any person, company, firm or entity other than bona fide employees working solely for **DESIGN-BUILDER** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this **AGREEMENT**. **DESIGN-BUILDER** covenants that it shall obtain these same representations from its Subconsultants, Professionals, and Subcontractors.

11.1.13 **NO CHANGE OR SUBSTITUTION OF SUBCONSULTANTS, PROFESSIONAL AND/OR SUBCONTRACTORS.** **DESIGN-BUILDER** warrants and represents that it shall not change or substitute the Subconsultants, Professionals and/or Subcontractors identified in **DESIGN-BUILDER'S** Proposal in response to the RFP without prior written approval of the **TAX COLLECTOR**.

11.1.14 **DRUG-FREE.** **DESIGN-BUILDER** shall use reasonable efforts to ensure, throughout the term of this **AGREEMENT**, that all agents and employees of **DESIGN-BUILDER** and its Subconsultants, Professionals, and Subcontractors, are at all times drug-free.

11.1.15 **GENERAL WARRANTY.** **DESIGN-BUILDER** shall warrant the entire Work, and all labor, materials, services and equipment incorporated therein, for an initial minimum period of two (2) years from the date of the Certificate of Occupancy or for such longer period(s) as may otherwise be provided in this **AGREEMENT**; provided, however, that this provision shall not establish a period of limitations with respect to the Work nor limit or abrogate any other rights or remedies of the **TAX COLLECTOR** under this **AGREEMENT** or applicable law.

11.1.16 **EXTENDED WARRANTIES.** Extended warranties applicable to certain specified portions of the **PROJECT** may extend beyond one year and **DESIGN-BUILDER** agrees, on behalf of itself and its Professionals, Subconsultants, and Subcontractors, to timely honor all such extended warranties. Notwithstanding anything to the contrary in this **AGREEMENT**, extended warranties shall not be covered by the **DESIGN-BUILDER'S** Performance Bond beyond a period of one (1) year after issuance of the Certificate of Occupancy.

ARTICLE 12 **COVENANTS**

12.1 **DESIGN-BUILDER** covenants that it shall fully comply with the following provisions, in addition to all other terms, conditions and requirements of this **AGREEMENT**:

12.1.1 **DESIGN AND CONSTRUCTION CONTRACTS.** **DESIGN-BUILDER** shall enter into binding contracts which are made subject to the terms of this **AGREEMENT** with all Subconsultants, Professionals, and Subcontractors. Any modifications to those contracts shall also be made subject to the terms of this **AGREEMENT**. **DESIGN-BUILDER'S** direct contracts with all Subconsultants, Professionals, and Subcontractors shall be evidenced by a written binding document prior to Subconsultants, Professionals, and Subcontractors performing any Work on the **PROJECT**. Further, **DESIGN-BUILDER** shall be responsible for any defaults under the terms of any contracts or agreements with any and all of its Subconsultants, Professionals, and Subcontractors which may affect the GMP or the Project Schedule and shall repair such defaults at the **DESIGN-BUILDER'S** sole cost and expense, and shall enforce all of the obligations of the parties to such contracts so as to avoid any adverse impact to the GMP and the Project Schedule. **DESIGN-BUILDER** shall provide to **TAX COLLECTOR**, at its request, current and updated lists of its Subconsultants, Professionals, and Subcontractors which have performed or may perform any

portion of the Work, and shall, upon request, provide **TAX COLLECTOR** with copies of all such contracts with any or all of them.

12.1.2 **FINAL CONSTRUCTION DOCUMENTS.** **DESIGN-BUILDER** shall submit the Final Construction Documents, and each part thereof, to the **TAX COLLECTOR** for review and approval, at the **TAX COLLECTOR'S** sole discretion, before commencing construction of the **PROJECT**.

12.1.3 **INVESTIGATION OF DESIGN-BUILDER.** For the duration of the period for performance under the **AGREEMENT**, including all guarantee and warranty periods, **DESIGN-BUILDER** shall give the **TAX COLLECTOR** full and unrestricted access during normal business hours to **DESIGN-BUILDER'S** business property, offices, properties, books, records and information, and permit the **TAX COLLECTOR** to make such examination thereof and conduct such other investigations as the **TAX COLLECTOR** considers appropriate to review the Work and determine if the Work-in-progress is in compliance with the Final Construction Documents and this **AGREEMENT**. Access shall be limited to those books, records and information that are directly related to the Work or the Work-in-progress. After completion of the Work, **TAX COLLECTOR** shall conduct any such investigations at its own expense.

12.1.4 **COMPLIANCE WITH REQUIREMENTS.** **DESIGN-BUILDER** shall cause the **PROJECT** to be constructed in strict compliance with the following:

- i. The Final Construction Documents;
- ii. All requirements of all laws, rules, codes and regulations applicable to the Site and the **PROJECT**.

ARTICLE 13 **BONDS AND INSURANCE**

13.1 PERFORMANCE AND PAYMENT BONDS

13.1.1 The **DESIGN-BUILDER** shall execute a Performance Bond and a Payment Bond as shown in Appendices 3 and 4 or furnish acceptable alternative forms of security as stipulated below, as security for the **DESIGN-BUILDER'S** faithful performance and payment of all its obligations under the Contract Documents. The **DESIGN-BUILDER** shall cause each such bond (or acceptable alternative) to be in an amount equal to 100% of the GMP as said GMP may be adjusted from time to time by an appropriate Change Order. Additionally, each such bond shall be as shown on the attached forms and shall be executed by the **DESIGN-BUILDER** and a Surety authorized to do business as a surety in Florida and who is otherwise acceptable to the **TAX COLLECTOR**. Prior to commencing work, it shall be the **DESIGN-BUILDER'S** responsibility to execute and record the bonds in the public records of Hillsborough County.

13.2 DESIGN-BUILDER'S INSURANCE

13.2.1 During the life of this **AGREEMENT**, the **DESIGN-BUILDER** shall provide, pay for and

maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the **TAX COLLECTOR**. Promptly after **TAX COLLECTOR'S** approval of this **AGREEMENT**, and prior to commencing issuance of Notice to Proceed with Work, **DESIGN-BUILDER** shall provide evidence of insurance coverages of the types and in the amounts required by submitting executed Certificates of Insurance, the preferred form of which is found at Appendix 5. Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, certified true and exact copies of all required policies shall be provided to the **TAX COLLECTOR** upon request.

- 13.2.2 All policies of insurance required by this **AGREEMENT** shall require that the insurer give the **TAX COLLECTOR** thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by US Mail to: Preston Trigg, Hillsborough County Tax Collector's Office, 14th Floor, County Center, 601 E. Kennedy Blvd., Tampa, FL, 33602. In the event of any reduction in the aggregate limit of any policy, the **DESIGN-BUILDER** shall immediately restore such limit to the amount required herein.
- 13.2.3 All insurance coverage provided by the **DESIGN-BUILDER** shall be primary to any insurance or self-insurance program of the **TAX COLLECTOR** which is applicable to the Work provided for in this **AGREEMENT**.
- 13.2.4 Receipt by the **TAX COLLECTOR** of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the **AGREEMENT** does not constitute approval or agreement by the **TAX COLLECTOR** that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the **AGREEMENT**.
- 13.2.5 No work for the **TAX COLLECTOR** shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the **TAX COLLECTOR** and written Notice to Proceed with Work is issued to the **DESIGN-BUILDER** by the **TAX COLLECTOR**.
- 13.2.6 The insurance coverage and limits required of the **DESIGN-BUILDER** under the **AGREEMENT** are designed to meet the minimum requirements of the **TAX COLLECTOR**. They are not designed as a recommended insurance program for the **DESIGN-BUILDER**. **DESIGN-BUILDER** shall be responsible for the sufficiency of its own insurance program. Should the **DESIGN-BUILDER** have any questions concerning its exposures to loss under the **AGREEMENT** or the insurance coverage needed therefore, it should seek professional assistance.

13.2.7 If the insurance coverage initially provided by the **DESIGN-BUILDER** is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the **TAX COLLECTOR** thirty (30) days prior to expiration of current coverage.

13.2.8 Should the **DESIGN-BUILDER** fail to maintain the insurance coverages required by the **AGREEMENT**, the **TAX COLLECTOR** may, at its option, either terminate this **AGREEMENT** for default or procure and pay for such coverage, charge the **DESIGN-BUILDER** for and deduct the costs of the same from payments due the **DESIGN-BUILDER**. A decision by the **TAX COLLECTOR** to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the **AGREEMENT**.

13.2.9 All liability insurance policies obtained by the **DESIGN-BUILDER** to meet the requirements of the **AGREEMENT**, other than the Worker's Compensation, Employer's Liability Policy, and Professional Liability, shall provide that the **TAX COLLECTOR** and Hillsborough County, their employees and agents shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the **DESIGN-BUILDER'S** activities under the Contract Documents without regard for the location of such activity.

13.2.10 **Coverage.** Amounts and type of insurance shall conform to the following minimum requirements with the use of **TAX COLLECTOR'S** current Insurance forms and endorsements or their equivalent (See Appendix 5).

13.2.10.1 **Worker's Compensation and Employer's Liability Insurance.** Coverage shall be maintained by the **DESIGN-BUILDER** for all employees engaged in the Work, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

- i. Workers' Compensation – Florida Statutory Requirements
- ii. Employers' Liability - \$500,000 Limit Each Accident
\$500,000 Limit Disease Aggregate
\$500,000 Limit Disease Each Employee

13.2.10.2 **Commercial General Liability Insurance.** Coverage shall include, but not be limited to, Personal and Advertising Injury, Contractual for this **AGREEMENT** including any hold harmless and/or indemnification agreement, Independent Contractors, Broad Form Property Damage. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

- | | | |
|------|---|-------------|
| i. | General Aggregate | \$2,000,000 |
| ii. | Products - Completed Operations Aggregate | \$2,000,000 |
| iii. | Personal and Advertising Injury | \$1,000,000 |
| iv. | Each Occurrence | \$1,000,000 |
| v. | Fire Damage (Any One Fire) | \$4,000,000 |

vi. Specific Contract Aggregate Limits \$4,000,000

The Aggregate Limits shall be separately applicable to this AGREEMENT. If the General Liability Insurance required herein is issued or renewed on a “claims made” form, as opposed to the “occurrence” form, the retroactive date for coverage shall be no later than the Notice to Proceed With Work date and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

13.2.10.3 **Business Automobile Liability Insurance.** Coverage shall be maintained by the **DESIGN-BUILDER** as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

- i. **Bodily Injury & Property Damage Liability:** \$1,000,000 Combined Single Limit Each Accident. Proof of Auto Liability Only, Additional Insured Waived.

13.2.10.4 **All Risk Coverage:** For purposes of this Contract, **Builder’s Risk** coverage is required and **Installation Floater** is required. The **DESIGN-BUILDER** shall provide coverage which includes the following minimum requirements:

- i. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the **TAX COLLECTOR**. Coverages and endorsements must be on forms acceptable to the **TAX COLLECTOR**. The premium for this insurance shall be paid for by the **DESIGN-BUILDER** as part of the GMP, with any deductibles being the sole responsibility of the **DESIGN-BUILDER**.
- ii. If both Builder’s Risk and Installation Floater have been specified, no more than one deductible per occurrence shall apply. Maximum deductible per occurrence shall be as specified in the All Risk policy.
- iii. Limit of coverage shall be 100% of the completed value of any building(s) or structure(s), or 100% of the value of the equipment to be installed, as appropriate; and Installation Floater coverage shall also provide for coverage of the installed equipment, including labor and materials, prior to final completion of the **PROJECT**.
- iv. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any “occupancy clause” or similar warranty or representation that the building(s) or structure(s) will not be occupied.

13.2.10.5 **PROFESSIONAL LIABILITY.** **DESIGN-BUILDER** shall obtain Professional Liability Insurance covering all professionals, including all architects, engineers, and surveyors, performing or providing any of the Work as consultants or subconsultants required under this **AGREEMENT**, as Named Insureds, for any errors or omissions in the Work which shall include the following:

13.2.10.5.1 **DESIGN-BUILDER** shall obtain Project Specific coverage of \$1,000,000.00 per Claim and Aggregate.

13.2.10.5.2 If the foregoing policy (or policies) is a claims-made policy, the **DESIGN-BUILDER** and Professional(s) shall maintain the policy(s) continuously for a period of at least five years (5) from the Final Completion Date, and shall purchase the "Full Tail coverage" to cover the additional five (5) year period.

13.2.10.5.3 Any deductible amount shall not be greater than \$100,000.00 each claim unless approved in writing by the **TAX COLLECTOR**. Any and all deductible(s) and self-insured retention amount(s) shall be the responsibility of the **DESIGN-BUILDER** and the insured Professional(s).

13.2.10.5.4 Professional Liability insurance policies provided hereunder must cover all professional services without any exclusions. Lack of privity between the **TAX COLLECTOR** and any Professional shall not be a defense to any claim by the **TAX COLLECTOR** for loss or damage.

13.2.10.5.5 **DESIGN-BUILDER'S** inability or failure to obtain Professional Liability coverage for services performed by the **DESIGN-BUILD** entity shall not relieve it of any liability or responsibility for any design errors or omissions by it or any of its Professionals.

13.2.11 **Certificates of Insurance.** Certificates of Insurance evidencing the insurance coverage specified herein when required, shall be filed with **TAX COLLECTOR** prior to Notice to Proceed with Design. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this **AGREEMENT**.

13.3 Failure of the **DESIGN-BUILDER** to submit the required bonds and Certificates of Insurance within the times required by this Article may result in a delay in issuing the Notice to Proceed with Design. The parties specifically agree that **DESIGN-BUILDER'S** such failure to timely submit the required bonds and Certificates of Insurance is neither excusable nor compensable and will not entitle the **DESIGN-BUILDER** to a change in the GMP or extension of Contract Time.

ARTICLE 14

DEFAULT, TERMINATION AND OTHER REMEDIES

14.1 **EVENTS OF DEFAULT.** Without limiting the effect of any other provision of this **AGREEMENT**, the occurrence of any of the events listed in Articles 14.1.1 through 14.1.16 shall be deemed a default under this **AGREEMENT** and shall permit **TAX COLLECTOR** to terminate this **AGREEMENT** and/or seek all remedies set forth in this **AGREEMENT**, or otherwise available in law and equity.

14.1.1 **DESIGN-BUILDER** or any of its Subconsultants, Professionals, or Subcontractors fails to comply with, perform and/or maintain any term, covenant, condition, duty, obligation, liability, representation or warranty of this **AGREEMENT** which the **TAX COLLECTOR** determines to be material in the manner or within the time required by this **AGREEMENT**.

14.1.2 **DESIGN-BUILDER** files a petition to take advantage of any Debtor's Act or to reorganize under the bankruptcy or similar laws, or a court of competent jurisdiction enters an order, judgment or decree approving a petition filed by or against **DESIGN-BUILDER** or its Subconsultants, Professionals or Subcontractors, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future, federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors.

14.1.3 **DESIGN-BUILDER** makes a general assignment for the benefit of its creditors.

14.1.4 A trustee or receiver is appointed for **DESIGN-BUILDER** or for any of its property.

14.1.5 The termination, liquidation or dissolution of **DESIGN-BUILDER**.

14.1.6 The issuance of a writ of execution, garnishment, levy, attachment or similar process against **DESIGN-BUILDER** in connection with a claim for the payment of money or damages relating to the **PROJECT** in excess of \$100,000.00, if the writ is not stayed or vacated within five (5) Days after the issuance of it.

14.1.7 **DESIGN-BUILDER** repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to make prompt payments to Subconsultants or Subcontractors or for labor, materials, or equipment.

14.1.8 **DESIGN-BUILDER** disregards the authority of the Project Manager.

14.1.9 The violation by **DESIGN-BUILDER** of any law, rule, regulation, order, ordinance or decree of any governmental agency having or claiming jurisdiction over the Work, the **PROJECT** or the Site.

14.1.10 Through no fault of **TAX COLLECTOR**, construction is discontinued or abandoned for a period of fifteen (15) Days, unless the same is due to *Force Majeure*.

14.1.11 In the reasonable opinion of the **TAX COLLECTOR**, **DESIGN-BUILDER** has not timely commenced any portion or phases of the Work, and/or is not proceeding or does not proceed continuously and diligently towards completion of the Work so as to materially interfere with the Project Schedule for the completion of the Work.

14.1.12 **DESIGN-BUILDER** fails to complete the Work, except for any Punch List items, in accordance with the Final Construction Documents and this **AGREEMENT** on or before the Substantial Completion date.

14.1.13 **DESIGN-BUILDER** fails to complete the Work in accordance with the Final Construction Documents and this **AGREEMENT** on or before the Final Completion date.

14.1.14 Determination by **TAX COLLECTOR** that any of the materials, fixtures or articles used by **DESIGN-BUILDER** in the construction of the **PROJECT**, or the appurtenances thereto or to be used in the operation thereof, are not in strict accordance with the Final Construction Documents.

14.1.15 **DESIGN-BUILDER** fails to submit the Bonds and Policies and Certificates of Insurance in accordance with the requirements of this **AGREEMENT**.

14.1.16 **DESIGN-BUILDER** fails to fully correct any defects determined to be material by the **TAX COLLECTOR**.

14.2 TERMINATION OF WORK

14.2.1 TERMINATION FOR CAUSE. The **TAX COLLECTOR** may terminate this **AGREEMENT** for the reasons stated in Articles 14.1.2 through 14.1.6 and 14.1.10 without giving prior notice to **DESIGN-BUILDER**. In the event **TAX COLLECTOR** shall seek to terminate the **AGREEMENT** for the reasons stated in Articles 14.1.1, 14.1.7 through 14.1.9, and 14.1.11 through 14.1.16, the **TAX COLLECTOR** shall first provide **DESIGN-BUILDER** with the opportunity to cure or remedy the default by giving **DESIGN-BUILDER** written notice specifying the nature of the default and allowing **DESIGN-BUILDER** ten (10) Days after receipt of the notice to fully cure or remedy the default unless extended by the **TAX COLLECTOR**. Upon termination, the **TAX COLLECTOR** shall take possession of the **PROJECT** and may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the **DESIGN-BUILDER** and finish the Work by whatever method it may deem expedient. In such case, the **DESIGN-BUILDER** shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Guaranteed Maximum Price (excluding any remaining Contingency and Allowance amounts described in Article 9) exceeds the cost of completing the **PROJECT**, including compensation for additional professional services, such excess shall be paid to the **DESIGN-BUILDER**. If such cost exceeds the unpaid balance, the **DESIGN-BUILDER** shall pay the difference to the **TAX COLLECTOR**. If, after notice of termination of this **AGREEMENT** as provided for herein, it is determined for any reason that the **DESIGN-BUILDER** was not in default, or that its default was excusable, or that the **TAX COLLECTOR** was not entitled to the remedy against **DESIGN-BUILDER** provided herein, the termination will be deemed to be a termination for convenience pursuant to Article 14 and the **DESIGN-BUILDER'S** remedies against the **TAX COLLECTOR** shall be the same as and limited to those afforded thereunder. Where the **DESIGN-BUILDER'S** services have been so terminated pursuant to the above by the **TAX COLLECTOR**, said termination shall not affect any rights of the **TAX COLLECTOR** against the **DESIGN-BUILDER** then existing or which may thereafter accrue. **TAX COLLECTOR** may, in the alternative, and without waiving any rights under this **AGREEMENT**, withhold from **DESIGN-BUILDER** any payment due or to become due until such default is cured. Any correction or replacement of the Defective Work shall be at the sole expense of the **DESIGN-BUILDER** without any cost to the **TAX COLLECTOR**. **TAX COLLECTOR'S** retention of payment of monies due the **DESIGN-BUILDER** will not release the **DESIGN-BUILDER** from liability.

14.2.1.1 **STOP WORK.** Whenever the **TAX COLLECTOR** has the right to terminate the **AGREEMENT** for cause, the **TAX COLLECTOR** may, without waiving any rights under the **AGREEMENT**, order the **DESIGN-BUILDER** to stop the Work or any portion thereof until the cause for such order has been eliminated. This right is in addition or as an alternative to termination for cause. However, this right of the **TAX COLLECTOR** to stop the Work shall not give rise to any duty on the part of the **TAX COLLECTOR** to exercise this right for the benefit of the **DESIGN-BUILDER** or any other party. The **DESIGN-BUILDER** shall have no right to claim an increase in the Guaranteed Maximum Price or Contract Time or other damages for such order to stop the Work.

14.2.1.2 **CORRECTION OF WORK BY TAX COLLECTOR.** If, after receiving notice and an opportunity to cure pursuant to Article 14.2.1, **DESIGN-BUILDER** defaults or neglects to carry out the Work, or any portion thereof, **TAX COLLECTOR** may, in addition or as alternative to termination for cause and without prejudice to other remedies **TAX COLLECTOR** may have, correct such deficiencies, defaults or neglects. In such case, an appropriate Change Order shall be issued deducting, on a dollar for dollar basis, from any payment then or thereafter due **DESIGN-BUILDER**, all costs of correcting such deficiencies, defaults or neglects. All costs of such correction shall be paid by the **DESIGN-BUILDER** or deducted from payment to **DESIGN-BUILDER**. The **DESIGN-BUILDER** shall also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the Defective Work. If the payments then or thereafter due **DESIGN-BUILDER** are not sufficient to cover the amount of the deduction, **DESIGN-BUILDER** shall immediately, but no later than fifteen (15) Days after such correction, pay the difference to **TAX COLLECTOR**.

14.2.2 **TERMINATION FOR CONVENIENCE**

14.2.2.1 The performance of Work under this **AGREEMENT** may be terminated by the **TAX COLLECTOR** in accordance with this clause in whole, or from time to time in part, whenever the **TAX COLLECTOR** shall determine that such termination is in the best interest of the **TAX COLLECTOR**. Any such termination shall be effected by delivery to the **DESIGN-BUILDER** of a Notice of Termination for Convenience specifying the extent to which performance of Work under the **AGREEMENT** is terminated, and the date upon which such termination becomes effective.

14.2.2.2 The **DESIGN-BUILDER** understands, acknowledges and agrees that the **TAX COLLECTOR'S** exercise of its right under this **AGREEMENT** not to issue Notice to Proceed with Construction Services does not constitute termination for convenience by the **TAX COLLECTOR**.

14.2.2.3 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by the **TAX COLLECTOR**, the **DESIGN-BUILDER** shall:

- i. Stop Work under this **AGREEMENT** on the date and to the extent specified in the Notice of Termination for Convenience.

- ii. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this **AGREEMENT** as is not terminated.
- iii. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience.
- iv. In the sole discretion of the **TAX COLLECTOR**, the **DESIGN-BUILDER** shall either:
 - a. Assign to the **TAX COLLECTOR**, in the manner, at the time, and to the extent directed by the Project Manager, all of the right, title, and interest of the **DESIGN-BUILDER** under some or all of the orders and subcontracts so terminated; or
 - b. Settle all outstanding liabilities and all claims arising out of such termination of nonassigned orders and subcontracts.
- v. Transfer title and deliver to the **TAX COLLECTOR**, in the manner, at the times and to the extent, if any, directed by the Project Manager, the fabricated or unfabricated parts, Work-in-progress, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.
- vi. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination for Convenience.
- vii. Take such action as may be necessary or as the **TAX COLLECTOR** may direct, for the protection and preservation of the property related to this **AGREEMENT** which is in the possession of the **DESIGN-BUILDER** and in which the **TAX COLLECTOR** has or may acquire an interest.

14.2.2.4 After receipt of a Notice of Termination for Convenience, the **DESIGN-BUILDER** shall submit to the **TAX COLLECTOR** its termination claim, in accordance with the procedures set forth in Article 10. **DESIGN-BUILDER** shall make every reasonable attempt to mitigate its costs resulting from the **TAX COLLECTOR'S** Termination for Convenience. **DESIGN-BUILDER'S** claim shall be submitted promptly, but in no event later than two (2) months from the effective date of termination unless one or more extensions in writing are granted by the **TAX COLLECTOR**. Upon failure of the **DESIGN-BUILDER** to submit its termination claim within the time allowed, the **TAX COLLECTOR** shall determine, on the basis of information available to it, the amount, if any, due to the **DESIGN-BUILDER** by reason of the Termination for Convenience.

14.2.2.5 The **DESIGN-BUILDER** and the **TAX COLLECTOR** may agree upon the whole or any part of the amount or amounts to be paid to the **DESIGN-BUILDER** by reason of the total or partial termination of Work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts shall not exceed the total Guaranteed Maximum Price (less any remaining Contingency and Allowance amounts described in Article 9) as reduced by the amount of payments otherwise made and as further reduced by the Guaranteed Maximum Price of Work not terminated. The **AGREEMENT** shall be amended accordingly and the **DESIGN-BUILDER** shall be paid the agreed amount.

14.2.2.6 In the event of the failure of the **DESIGN-BUILDER** and the **TAX COLLECTOR** to agree as provided in Article 14.2.2.5 on the whole amount to be paid to the **DESIGN-BUILDER** by reason of the termination of Work pursuant to this Article, the **TAX COLLECTOR** shall pay, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) of the cost of such Work and a sum, as profit, equal to seven (7) percent of the cost of the completed Work. In the event the parties are unable to reach agreement as to the cost of such Work, the parties retain the right to seek judicial resolution of their dispute. In no event will the **DESIGN-BUILDER** be entitled to recover any anticipated or lost profit on Work not performed as a result of the termination.

14.2.2.7 Notwithstanding any provision to the contrary, the total sum to be paid to the **DESIGN-BUILDER** shall not exceed the total Guaranteed Maximum Price (less any remaining Contingency and Allowance amounts described in Article 9) as reduced by the amount of payments otherwise made and as further reduced by the Guaranteed Maximum Price of Work not terminated. Except for normal spoilage, and except to the extent that the **TAX COLLECTOR** shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the **DESIGN-BUILDER** the fair value, as determined by the **TAX COLLECTOR**, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the **TAX COLLECTOR**.

14.2.2.8 In arriving at the amount due the **DESIGN-BUILDER** for termination for convenience, there shall be deducted:

- i. All unliquidated advance or other payments on account theretofore made to the **DESIGN-BUILDER**, applicable to the terminated portion of this **AGREEMENT**,
- ii. Any claim which the **TAX COLLECTOR** may have against the **DESIGN-BUILDER** in connection with this **AGREEMENT**, and
- iii. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the **DESIGN-BUILDER** or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the **TAX COLLECTOR**.

14.2.3 **TERMINATION FOR FAILURE TO PERFORM IN A TIMELY MANNER.** Subject to *force majeure*, should **DESIGN-BUILDER** fail to commence, provide, perform and/or complete any of the Work necessary to achieve timely Substantial Completion or Final Completion, then the **TAX COLLECTOR** may terminate this **AGREEMENT** in accordance with the requirements of Article 14.2.1 and may seek all remedies as set forth in this **AGREEMENT**, including the right to take over the Work and possession and control of all tools, supplies, equipment and materials associated therewith. In addition, or as an alternative, to such termination, and with the same notice, **TAX COLLECTOR** at its option may withhold any or all payments due and/or owing to **DESIGN-BUILDER**, not to exceed the amount of the compensation for the Work in dispute as determined by the **TAX COLLECTOR**, until such time as **DESIGN-BUILDER** resumes performance of its obligations in such a manner as to correct any such failures and to get back on schedule in

accordance with the Project Schedule. **DESIGN-BUILDER** may be required to submit a recovery plan and to take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, and working extended hours and additional Days, all at no cost to the **TAX COLLECTOR**, in order to put the **PROJECT** back on schedule.

14.3 **ASSIGNMENT OF ALL CONTRACTS AND AGREEMENTS.** In the event that **TAX COLLECTOR** terminates this **AGREEMENT** for any reason, **DESIGN-BUILDER** shall at the request of **TAX COLLECTOR**, assign over to **TAX COLLECTOR** all or some of **DESIGN-BUILDER'S** rights, title and interest in and to all or some of its contracts and agreements with all Professionals, Subconsultants, and Subcontractors. If the **TAX COLLECTOR** requests such assignment(s), the **TAX COLLECTOR** shall only assume future responsibilities and obligations under the contracts and agreements, and **DESIGN-BUILDER** shall be liable for all of its responsibilities and obligations under the contracts and agreements prior to the time of assignment. In no event shall such assignment(s) be construed to be a **novation** by the **TAX COLLECTOR**.

ARTICLE 15 **SUSPENSION OF WORK**

15.1 **SUSPENSION OF WORK.** The **TAX COLLECTOR** may at any time suspend the Work or any portion thereof for a continuous period of not more than thirty (30) Days by notice in writing to the **DESIGN-BUILDER**. The Project Manager shall fix the date on which Work shall be resumed, and the **DESIGN-BUILDER** shall resume the Work on the date so fixed. The **DESIGN-BUILDER** shall be allowed an extension of the Contract Time if directly attributable to any such suspension, provided it makes a proper claim for same as provided for in Article 10. **DESIGN-BUILDER** shall not be entitled to any damages or additional compensation for any such suspensions. However, **DESIGN-BUILDER** shall only be allowed the reasonable costs for General Requirements and Subcontractor re-mobilization that are directly attributable to the suspensions. Pricing of such cost shall be in accordance with Article 10.

ARTICLE 16 **INDEMNIFICATION**

16.1 **INDEMNIFICATION.** **DESIGN-BUILDER**, in consideration of the payments, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, shall protect, defend, indemnify and hold the **TAX COLLECTOR**, and its independent contractors, subconsultants, invitees, successors and assigns harmless from and against any and all claims, actions, causes of action, and judgments made or filed against the **TAX COLLECTOR** for all losses, penalties, damages, or professional fees arising out of **DESIGN-BUILDER'S** performance of the Work (including obtainment of all license fees and royalties) or the performance of Work by the Professionals, Subconsultants, Subcontractors, agents or employees, or by any of the respective officers, agents or employees of **DESIGN-BUILDER**, Professionals, Subconsultants, Subcontractors, or anyone directly or indirectly employed by any of them. **DESIGN-BUILDER** may defend any claim for which **DESIGN-BUILDER** has responsibility hereunder with counsel of its choice, subject to the **TAX**

COLLECTOR'S prior written approval. **DESIGN-BUILDER'S** obligation under this provision shall not be limited in any way by the GMP, or **DESIGN-BUILDER'S**, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article 16 shall survive the termination of this **AGREEMENT** and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

ARTICLE 17
OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

17.1 All documents, including but not limited to all original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photographs, videotapes, technical data, test results, field books, as-builts and other records prepared or obtained under this **AGREEMENT**, are the property of **TAX COLLECTOR** without restriction or limitation on their use and shall be made available, upon request, to **TAX COLLECTOR** at any time in a format specified by **TAX COLLECTOR**. Upon demand, **DESIGN-BUILDER** shall deliver said documents to **TAX COLLECTOR** at any time during the Work, or upon completion of the Work, or upon termination of this **AGREEMENT**. In the event that **TAX COLLECTOR** makes use of said documents on a project or projects not covered under this **AGREEMENT**, without **DESIGN-BUILDER'S** express written consent, such use shall be at the sole discretion, liability and risk of **TAX COLLECTOR**. **DESIGN-BUILDER** may retain copies of said documents at its sole cost for its files and its internal use.

17.2 **TAX COLLECTOR** agents, employees and representatives shall have the right to visit the offices of **DESIGN-BUILDER**, and its Professionals, Subconsultants and Subcontractors for inspection of the Work, drawings, specifications, test data, and related materials at any time during normal business hours.

17.3 **DESIGN-BUILDER** shall keep adequate records and supporting documentation applicable to the performance of Work under this **AGREEMENT**, including, but not limited to, all payroll records, travel and expense records, and invoices for Professionals, Subconsultants, Subcontractors and other costs. Said records and documentation shall be retained by **DESIGN-BUILDER** and made available to **TAX COLLECTOR** for five (5) years from the date of Final Completion or termination of this **AGREEMENT** whichever is later. **TAX COLLECTOR** shall have the right to audit, inspect, and copy all such records and documentation, including, but not limited to, all payroll records, travel and expense records, invoices for Professionals, Subconsultants, and Subcontractors and other costs, as often as **TAX COLLECTOR** deems necessary during the term of this **AGREEMENT** and during the above referenced five (5) year period; provided, however, such activity shall be conducted only during normal business hours. After the expiration of the said five (5) year period, **DESIGN-BUILDER** shall notify **TAX COLLECTOR** in writing of its intent to dispose of records and supporting documentation prior to their disposal. At **TAX COLLECTOR'S** request, **DESIGN-BUILDER** shall deliver the records and supporting documentation to the **TAX COLLECTOR** in lieu of disposal.

17.4 During the period of time expressed by Article 17.3, the **TAX COLLECTOR** shall also have the right to obtain a copy of and otherwise inspect, any audit made at the direction of **DESIGN-BUILDER** as concerns the aforesaid records and documentation.

17.5 Adequate records, as specified in Article 17.3, shall include a detailed accounting of all charges that relate to the Work. Expenses and other direct costs shall be itemized and an explanation shall be furnished stating why the charge is applicable to the **PROJECT**.

17.6 **DESIGN-BUILDER** shall permit **TAX COLLECTOR** to examine and copy:

- i. All drawings, specifications, plans, shop drawings, field notes, field reports, daily reports, logs and all other documents which the **TAX COLLECTOR** shall deem related to the Work;
- ii. All of **DESIGN-BUILDER'S** books, records and accounts relating to Work contracted, materials ordered and received, and all disbursements and accounts payable in connection with the **PROJECT**;
- iii. Certificates and reports of inspecting architects, engineers and public officials; and
- iv. All subcontracts, bills, bank accounts, payroll records, employment records and other records pertaining to the **PROJECT**. **DESIGN-BUILDER** shall maintain such records in a single, consolidated, easily accessible location for a minimum period of five (5) years.

ARTICLE 18 **ASSIGNMENT**

18.1 **ASSIGNMENT**. **DESIGN-BUILDER** shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of **DESIGN-BUILDER** with a third party, which merger or consolidation has been approved by **TAX COLLECTOR**; or (2) the disestablishment of **DESIGN-BUILDER'S** Professional practice and the establishment of successor Subconsultants or Professionals, or consulting organization, all as approved by **TAX COLLECTOR**. Further, **DESIGN-BUILDER** shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this **AGREEMENT**, without prior written approval of **TAX COLLECTOR**. **DESIGN-BUILDER** shall have the right, subject to the **TAX COLLECTOR'S** prior written approval, to employ other persons and/or firm, other than or in addition to those preliminarily listed by **DESIGN-BUILDER**, and upon which preliminary list **TAX COLLECTOR** has materially relied in entering into this **AGREEMENT**, to serve as Professionals, Subconsultants, and/or Subcontractors to **DESIGN-BUILDER** in connection with **DESIGN-BUILDER** providing and performing the Work pursuant to the requirements of this **AGREEMENT**.

ARTICLE 19 **RELIANCE UPON REPRESENTATIONS AND STATEMENTS OF ASSURANCE**

19.1 **TRUTH-IN-NEGOTIATIONS CERTIFICATE**. The **TAX COLLECTOR** shall request **DESIGN-BUILDER** to execute a Truth-in-Negotiations Certificate ("Certificate"), in the form attached as Appendix 10. The Certificate shall state pursuant to Section 287.055 (5)(a), Florida Statutes, that

the wage rates and other factual unit costs supporting the compensation to be paid to **DESIGN-BUILDER** are accurate, complete and current at the time this **AGREEMENT** is executed.

19.2 **STATEMENT OF ASSURANCE.** In the performance of this **AGREEMENT**, **DESIGN-BUILDER** herein assures **TAX COLLECTOR** that **DESIGN-BUILDER** is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that **DESIGN-BUILDER** does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against **DESIGN-BUILDER'S** employees or applicants for employment. **DESIGN-BUILDER** understands and agrees that this **AGREEMENT** is conditioned upon the veracity of this Statement of Assurance. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein above delineated are included by this reference.

19.3 **RELIANCE UPON DESIGN-BUILDER.** **DESIGN-BUILDER** acknowledges and agrees that its experience and expertise in the performance of the Scope of Work required under this **AGREEMENT**, as represented in its response to RFP are a material inducement to **TAX COLLECTOR** entering into this **AGREEMENT**. The **TAX COLLECTOR** does not make any representation and assumes no obligations or duties as to third parties concerning the quality, sufficiency or accuracy of the design and/or construction by **DESIGN-BUILDER** of the **PROJECT** or the absence of any defects. The **TAX COLLECTOR'S** review and approval of the Final Construction Documents, and each component thereof, and the construction of the **PROJECT**, is and will be done as a matter of right only and not as a matter of obligation, and shall not be a representation to any third party of the quality, soundness or integrity of the design and construction of the **PROJECT**. The **TAX COLLECTOR** is strictly relying on **DESIGN-BUILDER'S** expertise and experience with respect to the quality, sufficiency and accuracy of the Final Construction Documents and the construction of the **PROJECT**, including but not limited to, the functional soundness and structural integrity of the **PROJECT**. In this regard, **DESIGN-BUILDER** agrees and covenants to indemnify **TAX COLLECTOR** from any and all liabilities, claims, damages or losses resulting from any errors, omissions, deficiencies or defects in the Final Construction Documents or the condition of the **PROJECT**, whether related to the design or the quality of construction or otherwise, and whether arising during or after completion of the **PROJECT**. This Article shall survive the termination of this **AGREEMENT** and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists.

ARTICLE 20 PARTNERING

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

20.2 This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in GMP.

20.3 An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner. Alternative dispute resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this contract to resolve any dispute that may arise during performance.

20.4 Nothing in this provision, however, shall take precedence over the rest of the **AGREEMENT**, and if there is a perceived conflict between this provision and any other provision of the **AGREEMENT**, then such other provision of the **AGREEMENT** will take precedence.

ARTICLE 21 **MISCELLANEOUS**

21.1 **TAX COLLECTOR APPROVAL**. Unless expressly stated otherwise, in all instances in which the **TAX COLLECTOR'S** approval is required under this **AGREEMENT**, the **TAX COLLECTOR** shall not unreasonably withhold such approval and shall provide such approval in a timely manner. The above provision shall not be construed to require the **TAX COLLECTOR** in any way to waive its rights to the **DESIGN-BUILDER'S** full performance of its obligations under the **AGREEMENT**.

21.2 **APPLICABLE LAW; VENUE**. This **AGREEMENT** shall be governed by the laws, rules and regulations of the State of Florida. The parties agree that venue for any action relating to this **AGREEMENT** or the **PROJECT** shall be in Hillsborough County, Florida.

21.3 **NO WAIVER OF BREACH**. Waiver by either party of a breach of any provision of this **AGREEMENT** shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this **AGREEMENT**.

21.4 **HEADINGS AND NUMBERS; CAPITALIZATIONS; USAGE**. The Headings and Numbers of the Articles, Sections, Paragraphs, Appendices and Attachments, as contained in this **AGREEMENT**, and the use of capitalized terms in this **AGREEMENT**, are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Paragraphs, Appendices and Attachments. Further, as terms are used

herein, the singular shall mean plural and there shall be no distinction as to gender, when interpreting or construing such terms.

21.5 **ENTIRE CONTRACT.** This **AGREEMENT**, including the Appendices and Attachments hereto and documents included by reference herein, constitutes the entire **AGREEMENT** between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this **AGREEMENT**.

21.6 **APPENDICES.** The list of Appendices on Page 2 of this **AGREEMENT**, which are referred to herein before, are attached to and are acknowledged, understood and agreed to be an integral part of this **AGREEMENT**.

21.7 **CHANGE OF ADDRESS.** Either party may change its address by written notice to the other party.

21.8 **CUMULATIVE REMEDIES.** All rights, powers and privileges conferred by this **AGREEMENT** upon the parties shall be cumulative and in addition to those otherwise provided by law and, unless specifically stated, shall not be deemed to preclude any right or remedy provided by law.

21.9 **SUCCESSORS AND ASSIGNS.** This **AGREEMENT** shall be binding upon the successors and assigns of the parties hereto, subject to Article 18 above.

21.10 **SEVERABILITY.** If any provision of this **AGREEMENT** is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this **AGREEMENT**.

21.11 **DESIGN-BUILDER USE OF HILLSBOROUGH TAX COLLECTOR FOR MARKETING PROHIBITED.** The **DESIGN-BUILDER** shall in no way use any statements, whether written or oral, made by the **TAX COLLECTOR'S** employees to market, sell, promote or highlight the **DESIGN-BUILDER** and/or the **DESIGN-BUILDER'S** product(s) and/or service(s) unless authorized to do so, in writing, by the Tax Collector of Hillsborough County or his/her designee. In addition, the **DESIGN-BUILDER** shall not use subjective or perceived interpretations, even if factual, regarding the **TAX COLLECTOR'S** opinion of the **DESIGN-BUILDER'S** performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the **DESIGN-BUILDER** and/or the **DESIGN-BUILDER'S** product(s) and/or service(s). This does not prevent the **DESIGN-BUILDER** from including the **TAX COLLECTOR** on its client lists and/or listing or using the **TAX COLLECTOR** as a reference.

21.12 **CLAIMS AGAINST THIRD PARTIES.** Should the **TAX COLLECTOR** or the **DESIGN-BUILDER** suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees, agents, or others for whose acts they are legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

21.13 **CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT.** If the Contract Price

exceeds \$100,000, **DESIGN-BUILDER** shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

21.14 DESIGN-BUILDER'S OBLIGATION TO PROCEED PENDING RESOLUTION OF CLAIMS OR DISPUTES. Pending resolution of any claim or dispute between the **TAX COLLECTOR** and **DESIGN-BUILDER**, unless otherwise agreed in writing, the **DESIGN-BUILDER** shall proceed diligently with Performance of the Work as directed by the **TAX COLLECTOR** and the **TAX COLLECTOR** shall continue to make payments in accordance with the Contract Documents.

21.15 PROJECT REPRESENTATIVE. **TAX COLLECTOR** may furnish a Project Representative and assistants to aid the **PROJECT MANAGER** in carrying out the **PROJECT MANAGER'S** responsibilities at the Site.

21.16 HISTORICAL OR ARCHAEOLOGICAL DEPOSITS. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, **DESIGN-BUILDER** shall cease operations affecting the find and shall notify the **PROJECT MANAGER** who shall notify the appropriate and legally required government offices. No further disturbance of the deposits shall ensue until **DESIGN-BUILDER** has received written instructions from the **PROJECT MANAGER**. The **PROJECT MANAGER** will issue written instructions only after the appropriate government agencies have surveyed the find and made a determination to and **TAX COLLECTOR**. Compensation to **DESIGN-BUILDER**, if any, for changes in construction shall be determined in accordance with changed conditions or change order provisions of the Contract Documents; provided however, in no event will the **DESIGN-BUILDER** be entitled to damages or additional compensation for any delays incurred, the **DESIGN-BUILDER'S** sole remedy being to seek an extension to the Contract Time pursuant to the provisions of the Contract Documents.

21.17 ACCEPTANCE. Acceptance of this **AGREEMENT** shall be indicated by the signature of the duly authorized representative of the herein above-named parties in the space provided hereinafter and being attested and witnessed as indicated.

21.18 SIGNAGE. Any signs place at the Project Site must be pre-approved by the **TAX COLLECTOR**.

ARTICLE 22

SECURITY OF CONSTRUCTION DOCUMENTS

22.1 The plans and information contained in this contract must be secured and protected at all times

ARTICLE 23

DESIGN-BUILDER MUST HAVE LEGALLY AUTHORIZED WORKFORCE

23.1 **DESIGN-BUILDER** is advised that the **TAX COLLECTOR** to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self- governance, and encourage voluntary reporting of the discovery of unauthorized workers to appropriate government authorities. Accordingly, by submitting its Bid/Proposal, **DESIGN-**

BUILDER represents and warrants (a) that **DESIGN-BUILDER** is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of **DESIGN-BUILDER'S** employees are legally eligible to work in the United States, and (c) that the **DESIGN-BUILDER** has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).

23.2 A mere allegation of **DESIGN-BUILDER'S** intent to use and/or current use of unauthorized workers may not be a basis to delay the **TAX COLLECTOR'S** award of a contract to the **DESIGN-BUILDER** unless such an allegation has been determined to be factual by the appropriate government agencies prior to the date the contract is scheduled to be awarded by the **TAX COLLECTOR**.

23.3 Legitimate claims of the **DESIGN-BUILDER'S** use of unauthorized workers must be reported to the appropriate government agencies.

23.4 In the event it is discovered that the **DESIGN-BUILDER'S** employees are not legally eligible to work in the United States, then the **TAX COLLECTOR** may, in its sole discretion, demand that the **DESIGN-BUILDER** cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the **TAX COLLECTOR**, and/or debar the **DESIGN-BUILDER** from bidding on all **TAX COLLECTOR** contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.

23.5 **DESIGN-BUILDER** is encouraged (but not required) to incorporate the following best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

- i. The Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- ii. The Social Security Number Verification Service and in order to make a good faith effort to correct and verify the names and Social Security numbers of the current workforce.
- iii. Establishing a written hiring and employment eligibility verification policy.
- iv. Establishing an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- v. Requiring the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and to include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
- vi. Arranging for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- vii. Establishing a program to assess subcontractors' compliance with employment eligibility verification requirements and, when practicable, incorporate the verification requirements in subcontractor agreements.

- viii. Establishing a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- ix. Establishing a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- x. Establishing and maintaining appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- xi. Maintaining copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

ARTICLE 24
PROHIBITION AGAINST CONTINGENT FEES

24.1 The **DESIGN-BUILDER** warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the **DESIGN-BUILDER** to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the **DESIGN-BUILDER** any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the **TAX COLLECTOR** shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 25
LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR SERVICES CONTRACTS

The Parties acknowledge and agree that the statement and provisions below are required by Section 119.0701, Florida Statutes to be included in this **AGREEMENT** for services. The inclusion of this statement and provisions below shall not be construed to imply that the **DESIGN-BUILDER** has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the **DESIGN-BUILDER** is acting on behalf of the **TAX COLLECTOR** as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the **DESIGN-BUILDER**. As stated below, the **DESIGN-BUILDER** may contact the **TAX COLLECTOR'S** Custodian of Public Records with questions regarding the application of the Public Records Law; however, the **DESIGN-BUILDER** is advised to seek independent legal counsel as to its legal obligations. The **TAX COLLECTOR** cannot provide the **DESIGN-BUILDER** advice regarding its legal rights or obligations.

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) **813-612-6721,**
- ii) **[trigg@hillstax.org,](mailto:trigg@hillstax.org)**
- iii) **Preston Trigg, Tax Collector's Office, 601 E. Kennedy Blvd., 14th Floor, Tampa, Florida 33602**

If under this **AGREEMENT**, the **DESIGN-BUILDER** is providing services and is acting on behalf of the **TAX COLLECTOR** as provided under Section 119.011(2), Florida Statutes, the **DESIGN-BUILDER** will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the **TAX COLLECTOR** to perform the services.
- ii) Upon request from the **TAX COLLECTOR'S** custodian of public records, provide the **TAX COLLECTOR** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the **AGREEMENT** if the **DESIGN-BUILDER** does not transfer the records to the **TAX COLLECTOR**.
- iv) Upon completion of the **AGREEMENT**, transfer at no cost to the **TAX COLLECTOR**, all public records in possession of the **DESIGN-BUILDER** or keep and maintain public records required by the **TAX COLLECTOR** to perform the service. If the **DESIGN-BUILDER** transfers all public records to the **TAX COLLECTOR** upon completion of the **AGREEMENT**, the **DESIGN-BUILDER** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **DESIGN-BUILDER** keeps and maintains public records upon completion of the **AGREEMENT**, the **DESIGN-BUILDER** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **TAX COLLECTOR**, upon request from the **TAX COLLECTOR'S** custodian of public records, in a format that is compatible with the information technology systems of the **TAX COLLECTOR**.

Failure of the **DESIGN-BUILDER** to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this **AGREEMENT** by the **TAX COLLECTOR**.

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT**.

**DOUG BELDEN, HILLSBOROUGH COUNTY
TAX COLLECTOR**

DESIGN-BUILDER

(Signature)

(Signature)

Witness

Printed Name of Signer

Title

Company

Address

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal the date aforesaid.

(NOTARY SEAL)

Signature of Notary

**Hillsborough County Tax Collectors Office
Plant City Tax Collector's Office
Appendix No. 1 RFP 18637
Guaranteed Maximum Price & Schedule of Values**

Date:

Description	Cost	Cost/SF
New Construction		
Architectural/Structural/MEP engineering		
General Conditions		
Permits (Vertical construction only)		
Builders Risk insurance		
Performance and Payment Bond		
Sitework		
Landscaping		
Concrete		
Structural Steel		
Carpentry/Casework		
<i>Construct teller stations out of casework</i>		
Roofing/Waterproofing		
Doors and Hardware		
Glass and Glazing		
Framing and Drywall		
Acoustical Ceilings		
Floor Coverings		
Painting		
Specialties		
Plumbing		
HVAC		
Electrical		
Overhead and Fee at X%		
Value Engineering		
SubTotal		
Additional Items		
GrandTotal		



Appendix 2A Project Schedule Summary
(Appendix 2B – Project Timeline - to be submitted by Contractor)

Milestone	Required Completion Date
Notice to Proceed with Design	Sept. 30, 2019
Notice to Proceed with Construction	Nov. 4, 2019
Substantial Completion	Aug. 1, 2020
Final Completion	Aug. 14, 2020



APPENDIX 3 - PAYMENT BOND

Design-Builder Name _____

Design-Builder Principal Business Address _____

Design-Builder Telephone No. _____

Surety Name _____

Surety Principal Business Address _____

Surety Telephone No. _____

Owner of Property Being Improved:

Hillsborough County
601 East Kennedy Blvd.
Tampa, Florida 33602

Contracting Public entity (if different from Owner)

Hillsborough County Tax Collector
County Center – 14th Floor
601 E. Kennedy Blvd.
Tampa, FL 33602
Telephone No. (813) 612-6721

Description of Project, including street address of the property being improved and a general description of the improvement):

A 16,000 square foot, single story, tilt-wall building to be located at 4702 Sydney Road, Plant City, Florida.

I. BY THIS BOND, We, _____ (hereinafter called the "Principal") and _____ (hereinafter called the "Surety"), located at:

(Business Address)

a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the HILLSBOROUGH COUNTY TAX COLLECTOR (hereinafter called "HCTC") in the sum of _____ (\$ _____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors, and our assignees jointly and severally.

II. WHEREAS, the Principal and HCTC have reached a mutual agreement (hereinafter referred to as the AGREEMENT) as of _____ (the award date for projects subject thereto) for the purpose of **RFP 18637 Plant City Tax Collector's Office** said AGREEMENT being made a part of this Bond by this reference.

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

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

B. BE IT FURTHER KNOWN:

1. Any changes in or under the AGREEMENT and compliance or noncompliance with any formalities connected with the said AGREEMENT or alterations which may be made in the terms of the said AGREEMENT, or in the work to be done under it, or the giving by the HCTC of any extension of time for the performance of the said AGREEMENT, or any other forbearance on the part of HCTC or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such

changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND DATED THIS _____ day of _____, 20__ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:
Printed Name

PRINCIPAL: _____

Witness

BY: _____ (SEAL)

Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

-OR-

Witness

BY: _____ (SEAL)

As Attorney in Fact (Attach Power)

Witness

Printed Name

Business Address

Business Telephone

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____

_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes

DESIGN-BUILD OF NEW TAX COLLECTOR OFFICE
RFP 18637

therein expressed. He / she is personally known to me or has produced _____
_____ as identification and [] did [] did not take an oath.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public State of Florida)

(Print, Type or Stamp commissioned Name of Notary Public)

Personally known _____ or produced identification _____.

Type of identification produced _____ (NOTARY'S SEAL)

ATTEST

SURETY: _____

Printed Name

Business Address

Witness _____

BY: _____ (SEAL)

Authorized Signature

Witness _____

Printed Name

-OR-

Witness _____

BY: _____ (SEAL)

As Attorney in Fact (Attach Power)

Witness _____

Printed Name

Agent's License No.

COUNTERSIGNED (if applicable):

Agency Name

Signed _____

Phone _____

Agency Mailing Address

Agent's License No. _____

Agency Telephone Number

Agency Fax No.

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority,
personally appeared _____, to me known to be the

DESIGN-BUILD OF NEW TAX COLLECTOR OFFICE

RFP 18637

individual described in and who executed the foregoing instrument as a member of the firm of _____
_____ (if applicable) and acknowledged the
execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes
therein expressed. He / she is personally known to me or has produced _____
_____ as identification and [] did [] did not take an oath.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public State of Florida)

(Print, Type or Stamp commissioned Name of Notary Public)

Personally known _____ or produced identification _____.

Type of identification produced _____ (NOTARY'S SEAL)

END



APPENDIX 4 - PERFORMANCE BOND

Design-Builder Name _____

Design-Builder Principal Business Address _____

Design-Builder Telephone No. _____

Surety Name _____

Surety Principal Business Address _____

Surety Telephone No. _____

Owner of Property Being Improved:

County
Hillsborough County
601 East Kennedy Blvd.
Tampa, Florida 33602

Contracting Public entity (if different from Owner)

Hillsborough County Tax Collector
County Center – 14th Floor
601 E. Kennedy Blvd.
Tampa, FL 33602
Telephone No. (813) 612-6721

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

A 16,000 square foot, single story, tilt-wall building to be located at 4702 Sydney Road, Plant City, Florida.

I. KNOW ALL MEN BY THESE PRESENTS: That _____ as
Principal, and _____ as Surety,
located at: _____

(Business Address)

are held and firmly bound unto the Hillsborough County Tax Collector, as Obligee in the sum of \$ _____
_____ for payment of which we bind ourselves, our heirs, executors, personal
representatives, successors, and assigns jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into an AGREEMENT dated this _____ day of _____, 20____, with Obligee for Plant City Tax Collector's Office **RFP 18637** in accordance with drawings and specifications, which AGREEMENT is by reference made a part hereof, and is hereinafter referred to as the AGREEMENT.

III. THE CONDITION OF THIS BOND is that if Principal:

1. Performs the obligations at the times and in the manner prescribed in the AGREEMENT, and
2. Pays Obligee any and all losses, damages, including delay damages, costs and attorneys fees that Obligee sustains because of any default by Principal under the AGREEMENT, and
3. Performs the guarantee of all work and materials furnished under the AGREEMENT applicable to the work and materials,

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

_____(Signature of Notary Public State of Florida)

_____(Print, Type or Stamp commissioned Name of Notary Public)

Personally known _____ or produced identification _____.

Type of identification produced _____ (NOTARY'S SEAL)

ATTEST

SURETY: _____

Printed Name

Business Address

BY: _____ (SEAL)

Witness

Authorized Signature

Witness

Printed Name

-OR-

BY: _____ (SEAL)

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

Agent's License No.

COUNTERSIGNED (if applicable):

Agency Name

Signed

Phone

Agency Mailing Address

Agent's License No.

Agency Telephone Number

Agency Fax No.

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed. He / she is personally known to me or has produced _____ as identification and [] did [] did not take an oath.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public State of Florida)

_____ (Print, Type or Stamp commissioned Name of Notary Public)

Personally known _____ or produced identification _____.

Type of identification produced _____ (NOTARY'S SEAL)

APPENDIX 5 CERTIFICATE OF LIABILITY INSURANCE

Date:

Producer, Address, Telephone No.	Insurers Affording Coverage
	Insurer A:
	Insurer B:
Insured, Address	Insurer C:
	Insurer D:
	Insurer E:

This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is further certified that these policies have been endorsed to provide that they will not be cancelled or changed so as to reduce the described coverages until 30 days after written notice of such cancellation or change has been delivered to the certificate holder at the address shown below.

Insr Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
	General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> _____ <input type="checkbox"/> _____ General Aggregate Limit Applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc				Each Occurrence \$ Fire Damage \$ Personal & Advertising Injury \$ General Aggregate \$ Products – Completed Operations Aggregate \$ _____ \$
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> _____ <input type="checkbox"/> _____				Combined Single Limit (Each Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Each Accident) \$ Property Damage (Per Accident) \$
	Garage Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> _____				Auto Only – Ea Acc \$ Other than Ea Acc Auto Only: \$ Aggregate \$
	Excess Liability <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible <input type="checkbox"/> Retention \$ _____				Each Occurrence \$ Aggregate \$ _____ \$ _____ \$
	Workers' Compensation and Employer's Liability				<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other \$ E. L. Each Accident \$ E. L. Disease – Ea Emp \$ E. L. Disease – Pol Limit \$
	Other – Professional Liability _____				\$

<input type="checkbox"/> Hillsborough County and the Hillsborough County Tax Collector are named as additional insureds on the General and Auto Liability Policies.	
<input type="checkbox"/> Certificate Holder: <input type="checkbox"/> Hillsborough County – BOCC <input type="checkbox"/> Risk Management Division 601 E. Kennedy Blvd., 25 th Floor Tampa, FL 33602 Hillsborough County Tax Collector 601 E. Kennedy Blvd., 14 th Floor Tampa, FL 33602	Authorized Representative: _____ Signature _____ _____

1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00

1. Original Contract Sum		Enter Total Contract Value
2. Net Change by Change Orders		\$0.00
3. Contract Sum to Date		\$0.00
4. Value of Work in Place		Enter Total Value
5. Value of Stored Materials		Enter Total Value
6. Total Earned		\$0.00
7. Retainage % @	5.0%	\$0.00
8. Total Earned Less Retainage		\$0.00
9. Less Previous Payments		Enter Total Previous Payments
10. Current Payment Due		\$0.00

Schedule of Values

Application No: 0
Period From: 01/00/1900
Period To: 01/00/1900
Contract Date: 01/00/1900

Item No.	Description of Work (List Major & Minor Divisions Where Applicable)	Scheduled Value	Work Completed		Materials Stored	Total Complete	%	Balance To Finish	Retainage
			Previous	Current					
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
(Guaranteed Maximum Price)									
Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00



APPENDIX 7 – SUBCONTRACTOR STATEMENT OF SATISFACTION
(Attachment to General Contractor's Application for Payment No. _____)

Note: The Design-Builder's shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the Design-Builder has been paid.

KNOW ALL MEN BY THESE PRESENTS, That,
(Name) _____
representing _____
whose address _____ is _____
_____ with the title of _____,
_____ who after
being first duly sworn, upon oath, deposes and says that pursuant to the provisions of the contract for:

Project No. **NA**
Project Name: Plant City Tax Collector's Office
General Contractor:

that all monies due him/her from the General Contractor's Application for Payment No. _____ (Period of work: _____ to _____) have been paid to him/her.

IN WITNESS WHEREOF,
I have hereunto set my hand and seal this _____ day of _____, 20__.

Signature: _____

Print Name: _____

Title: _____

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public) _____

(Print, Type, or Stamp Commissioned Name of Notary Public) _____

Personally known _____ or produced identification _____

Type of identification produced _____

(NOTARY'S SEAL)



APPENDIX 8 CHANGE ORDER

Project Name: Plant City Tax Collector's Office

Design-Builder:

Change Order No.:

Date:

Type of Change Order (Check one):

Time Change

Extra Work

Credit

Other

The Design-Builder requests the following changes/modification to the aforesaid Contract in accordance with all requirements and applications thereto.

Description of Change:

Reason for Change:

Cost Impact:

Substantial Completion Impact (in days):

Final Completion Impact (in days):

Original Contract Sum:

Net change by previous Change Orders:

Contract Sum prior to this Change Order:

RFP 18637

New Contract Sum including this Change Order:

Original Substantial Completion Date:

New Substantial Completion Date:

Original Final Completion Date:

New Final Completion Date:

(Signature of Design-Builder)

(Signature of Tax Collector Project Manager)

NOTARIZATION FROM DESIGN-BUILDER

On this _____ day of _____, 20__ before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____, of _____,

_____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public – State of Florida)

STAMP:



**APPENDIX 9 DESIGN-BUILDER'S AFFIDAVIT
OF FINAL PAYMENT OF DEBTS AND CLAIMS**

The undersigned hereby certifies that except as listed below all bills for labor, services and materials furnished by the DESIGN-BUILDER and all suppliers and/or subcontractors of the DESIGN-BUILDER and pursuant to the provisions of the Agreement dated the _____ day of _____, 20____, between the Hillsborough County Tax Collector and _____ (DESIGN-BUILDER) concerning RFP 18 6 3 7 Plant City Tax Collector's Office have been paid in full or otherwise satisfied including all known indebtedness and all claims for damages against said DESIGN-BUILDER arising in any manner in connection with the performance of the Agreement referenced above for which the COUNTY might in any way be held responsible.

Exceptions: (If none, **write "None"**. If required by the TAX COLLECTOR, DESIGN-BUILDER shall furnish bond satisfactory to the TAX COLLECTOR for any and all exceptions.)

Given under our hand and seal this _____ day of _____, 20_____.

DESIGN-BUILDER: _____

TITLE: _____

SIGNATURE: _____

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known or produced identification _____

Type of identification produced _____

(NOTARY'S SEAL)



APPENDIX 10 TRUTH IN NEGOTIATION CERTIFICATE

In accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, _____ hereby certifies that wage rates and other factual unit costs supporting the costs for professional services for the **Plant City Tax Collector's Office** are accurate, complete and current at the time of contracting.

DESIGN-BUILDER:

BY: _____

Signature: _____

Title: _____

Date: _____