

RFQ No.  
18-R068563CD  
DESIGN-BUILD SERVICES  
MANATEE COUNTY LINCOLN PARK POOL  
(912-33)

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS  
NO. 18-R068563CD  
DESIGN-BUILD SERVICES  
MANATEE COUNTY LINCOLN PARK POOL**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide design and construction services for an aquatic swimming pool facility, as specified in this Request for Qualifications on land owned by the County.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of proposals in response to this RFQ is **April 13, 2018 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

**SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 9:00 AM on March 22, 2018 at the Manatee County Administration Building, 1112 Manatee Ave West, 9<sup>th</sup> Floor BCC Conference Room, Bradenton, FL 34205. Attendance is not mandatory, but is strongly encouraged.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Qualifications to the Manatee County Procurement Division is April 2, 2018 at 5:00 PM. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Chris Daley, Buyer Manager  
(941) 749-3048, Fax (941) 749-3034  
Email: [chris.daley@mymanatee.org](mailto:chris.daley@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE:



## Table of Contents

Section	Page
A Instructions to Proposers	4
B Scope of Services	15
C Proposal Response	21
D Evaluation of Proposals	27
E Negotiation of the Agreement	30
F Forms	31
Form 1- Acknowledgement of Addenda	
Form 2- Proposal Signature Form	
Form 3- Public Contracting and Environmental Crimes Certification	
Form 4- Conflict of Interest Disclosure Form	
Form 5- Non-Collusion Affidavit	
Form 6- Truth-in-Negotiation Certificate	
Form 7- Scrutinized Company Certificate	
Form 8- Insurance Statement	
Form 9- Indemnity and Hold Harmless	

### Attachments

- Attachment A Insurance Requirements
- Attachment B General Limits of Site Construction- Aerial View
- Attachment C Lincoln Park Expansion Bubble Diagram
- Attachment D Manatee County Preferred Building Equipment Catalog
- Attachment E Lincoln Park Informational Site Plans
- Attachment F Lincoln Park Geotechnical Report- August 2010
- Attachment G USA Swimming Pool Measurement
- Attachment H Design-Build Agreement

## **SECTION A**

### **INSTRUCTIONS TO PROPOSERS**

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award a contract that will incorporate all preliminary planning, design, architectural drawings, pre-construction, construction and post-construction work requirements of the project.

#### **A.01 INFORMATION CONFERENCE**

The purpose of the Information Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work and any local conditions that may affect the work and its performance.

#### **A.02 PROPOSAL DUE DATE**

The Due Date and Time for submission of proposals in response to this Request for Qualifications (RFQ) is **April 13, 2018 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

#### **A.03 PUBLIC OPENING OF PROPOSALS**

Sealed proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside. No review or analysis of the proposals will be conducted at the proposal opening.

#### **A.04 SUBMISSION OF PROPOSALS**

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Seven (7) bound copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- Two (2) electronic format copies clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable



document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 18-R068563CD, Manatee County Lincoln Park Pool, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

#### **A.05 ORGANIZATION OF PROPOSALS**

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Section C identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

#### **A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this RFQ are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute proposals. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the RFQ and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

#### **A.07 ADDENDA**

Any interpretations, corrections or changes to this RFQ will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the RFQ and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its proposal will not relieve the Proposer from any obligation contained therein.

**A.08 PROPOSAL EXPENSES**

All costs incurred by Proposer in responding to this RFQ and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

**A.09 QUESTION AND CLARIFICATION PERIOD**

Each Proposer shall examine all RFQ documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential proposers via an addendum to this RFQ.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.10 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFQ, such Proposer will be disqualified from consideration for this RFQ and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.11 WITHDRAWAL OR REVISION OF PROPOSALS**

Proposers may withdraw proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time, Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained and the unopened proposal returned to the Proposer; or
- b. After the proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the proposal. Request to withdraw a proposal must be in writing and approved by the Procurement Official.

**A.12 JOINT VENTURES**

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**A.13 LOBBYING**

After the issuance of any solicitation or during renegotiations, prospective Proposers, or their agents, representatives or persons acting on behalf of such Proposer, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFQ and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

**A.14 EXAMINATION OF PROPOSALS**

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

**A.15 ERRORS OR OMISSIONS**

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.11.

**A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

The County will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFQ and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFQ. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

**A.17 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the

right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

**A.18 APPLICABLE LAWS**

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

**A.19 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.20 SCRUTINIZED COMPANIES**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**A.21 COLLUSION**

Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

**A.22 CODE OF ETHICS**

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

**A.23 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Procurement Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form "3" and submit with your proposal.

**A.24 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.25 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.27 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Request for Qualifications become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon

completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOC@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

**A.28 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a proposal in response to a Request for Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a proposal in response to the Request for Qualifications shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposer's request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the proposal is non-responsive.

**A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

**A.30 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFQ, the Successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The Successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.



**A.31 LOBBYING**

After the issuance of any RFQ, prospective Proposer, Proposers or their agents, representatives or persons acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating to the RFQ with any officer, agent or employee of Manatee County other than the Procurement Official or the contact identified in this RFQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an RFQ and ends upon execution of the final Agreement or when the RFQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

**A.32 LICENSES AND PERMITS**

The Successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.33 MINIMUM WAGE REQUIREMENTS**

The Successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

**A.34 BINDING OFFER**

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

**A.35 PROTEST**

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

**A.36 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County's website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference at Manatee County Admn., Building, BCC Conference Room, 9 <sup>th</sup> Floor, 1112 Manatee Ave West, Bradenton, FL 34205	March 22, 2018 at 9:00 AM
Question and Clarification Deadline	April 2 ,2018 at 5:00 PM
Final Addendum Posted	April 6, 2018
Proposal Response Due Date and Time	April 13, 2018, no later than 3:00 p.m.
Technical Evaluation Meeting	April 30, 2018
Technical Evaluation Meeting (if needed)	May 1, 2018
Interviews/Presentations/Demonstrations	May 7, 2018
Final Evaluation Meeting	May 8, 2018
Intent to Negotiate	May 15, 2018
Projected Award	June 2018

**END SECTION A**

## **SECTION B SCOPE OF SERVICES**

### **B.01 GENERAL INFORMATION AND BACKGROUND**

It is the County's expectation to contract with a qualified firm to provide the County with the design, engineering, and construction management services of the proposed Design-Build Project for an aquatic swimming pool which will be constructed at the following location:

**Manatee County Lincoln Park  
501 17th Street East, Palmetto, FL 34221**

This project is for site work, architectural and engineering design and construction under a single prime contract for a cost of the work plus design-builder's fee for a Guaranteed Maximum Price.

The name of the project is: **Manatee County Lincoln Park Pool**

In addition to the County's assigned Project Representative for this project, the County has hired an independent consultant to assist County staff through completion of the project.

### **B.02 SCOPE**

B.02.1 The successful Proposer (hereinafter in this Scope of Services referred to as Design-Build Team) shall provide all labor, materials, equipment, supplies, and travel for design and construction of the Manatee County Lincoln Park Pool. Total maximum cost for design, construction and engineering services not to exceed **Three Million Dollars and Zero Cents (\$3,000,000.00).**

B.02.2 The Design-Build team shall provide the following which are further described in Section B.04 below:

1. New Main Pool: 8 competition swim lanes minimum, 25-meter x 25-yard pool with associated pool deck and shade structures, +/- 6,000-6,500 S.F. Starting Boards and accessories for competitive swimming should be included
2. New support pool with zero entry feature (ADA compliant) +/-2,000 S.F. with associated pool deck and shade structures
3. New Support Building(s) will include: Main office control point, public and staff restrooms, lifeguard facilities, first-aid office and public locker facilities
4. Existing Splash Park: Upgrade additional spray features
5. Improved off-street parking lot to accommodate new facilities below

#### **B.02.3 Add Alternates**

**If attainable within the approved budget, some or all of the following alternatives are enhancements that may be added to the project:**

1. Aquatics: Main pool: Include depths for 1M and 3M Diving and Pace Clock for swim meets. Provide guidance and pricing to County at 30% set of drawings.
2. Shared pool characteristic and amenities: Provide a support kitchenette space, sink and prep area, must be separated from pool deck. 150 S.F., Spectator Seating: Temporary with ability

to store out of the elements, 2 units (50 persons each) 100 total capacity, 5 rows deep (approximately 8' deep-15' long x 46" high), Exterior Lockers to accommodate 100 people (in combination with changing rooms)

- a. Main office/control point: Break room 6-8 people.

#### **B.02.4 Phased Deliverables**

Design Build-Team shall deliver for County review and approval: 30% Schematic Design, 60% Design Development with outline specifications, 90% Construction Documents with full set of specifications and a 100% permit set. Each deliverable shall include an estimated pricing until the final G.M.P.

### **B.03 GENERAL REQUIREMENTS**

Professional services for design-build includes, but is not be limited to, site survey and soil testing as required; necessary permits and fees; civil and service utilities site work; construction of the buildings substructure, superstructure, shell (exterior enclosure) and interior construction; special inspections; mechanical, plumbing, electrical and security systems: lightning protections and redundant infrastructure systems include uninterruptible power supply, potable water and wastewater system. Startup cost and commissioning of the pool shall be provided by the Design-Builder. The deliverable to Manatee County, the main pool must be certified by USA Swimming. The Design Builder shall include a team member who has attended the USA Swimming "Build a Pool Conference".

### **B.04 DESIGN**

**B.04.1 CODE REFERENCES:** The proposed facility shall meet the Department of Justice ADA Standards for Accessible Design and the Florida Building Code 2017, 6th Edition which includes among other sections, the Florida swimming pool code. This project is located within the City limits of Palmetto. Water and sewer utilities to this site are provided by Manatee County Utilities Department. Other jurisdiction entities include but are not limited to; Southwest Florida Water Management District and State of Florida Department of Environmental Protection and Manatee County Health Department.

The design must be consistent with the architectural style of the surrounding neighborhood, and must meet the minimum standards established for "Silver" LEED certification 'If' the County wants to pursue and file for such certification. The level of service to the County is to have qualified LEED professional tracking and providing final points which can be achievable if the County wants to file with the USGBC at its own cost.

#### **B.04.2 PROGRAM:**

##### **I. SITE**

1. Provide signs meeting City of Palmetto Land Development Code and any other authority having jurisdiction:
  - a. Monument Sign US 41 - LED, with the ability to scroll, pool hours, events, etc.
  - b. Way finding ground sign at entrance located on 17 street East.
  - c. Way finding fixed signs per Manatee County standards locating all amenities on site.
2. Provide lot improvements to support new amenities per the authority having jurisdiction.
  - a. Parking lot design to allow for a dedicated Loading Area

- b. Overall design shall incorporate Crime Prevention Through Environmental Design (CPTED) principles
  - c. Demonstrate Accessible Access for EMS/Fire/Police
  - d. Provide accent lighting to accentuate the aquatic facility beyond the Land Development Code minimum site lighting requirements. Accent lighting should be functional, decorative, and as close to the Manatee County branding as possible.
- 3. New Aquatic Programs
  - i. Provide Containment fencing, landscaping, and access control points.

## **II. AQUATICS**

### **1. MAIN POOL**

Surface Area:	6,000-6,500 S.F. or sized to meet program. 8 lane 25m x 25yd competition pool
Dimensions:	Rectangular with stair entrance
Water Temperature:	<u>80d- 83d heated, cooled to 85d</u>
Water Depths:	<u>4' to 7' (13' is alternate depth)</u>
Water Volume:	<u>Approximate 230,000 gallons</u>
Turn Over Rate:	<u>Approximately 766 GPM</u>
Turn Over Time:	<u>5 Hours</u>
Filtration Rate:	<u>12 GPM/SF of surface area.</u>
Filter:	<u>Sand</u>
Heater:	<u>Yes</u>
Gutter:	Yes
UV System:	Not Included
Night Use:	Underwater lights
Additional Features:	Provide PA Sound for meets and announcements. Provide conduit infrastructure for future outside large screen TV showing radar maps/weather bug.

## 2. SUPPORT POOL

Surface Area:	+/-2000 S.F. or sized to meet program. swim lessons, 3-4 instructors plus 5-6 kids; Aerobics approximately 30 people
Dimensions:	Irregular or Rectangular
Water Temperature:	Heat 84-85d, cool to 85d
Water Depths:	0" TO 4'-6"
Filter:	<u>Sand</u>
Heater:	Yes
Night use:	Yes
Gutter:	Yes
UV System:	Included
Additional Features:	Underwater benches, Zero Entry portion could be as little as 5'-0" in width adjacent to stairs, should accommodate 1-2 features.

## 3. EXISTING SPLASH PAD UPGRADES

Spray Features:	<u>Add 2-3 features.</u> Remove, replace and refinish existing spray features for County (hereinafter in this Scope referred to as Owner) to store. Must be compatible with existing system.
Additional Features:	New shade canopy structure 10'x20' with fixed bench seating, add deck lighting.

## 4. SHARED POOL CHARACTERISTICS AND AMENITIES

- Surfacing concrete, minimum 14' apron with cool seal anti-slip surface coating. must drain away from pool.
- Decks should be logistically located to connect to other aquatic park features.
- Provide at least three (3) covered areas for party rentals, 200 S.F. each.
- Rinse off showers on the pool deck.

## 5. AQUATICS CHARACTERISTICS- GENERAL

### a. Pool Description

- Special Aggregate:** Special Aggregate is a cementitious material with quartz aggregate added to increase the slip resistance of the pool. This finish shall be used in tandem with tile. The finish shall be a light natural color to assist with the visibility of the floor and walls in the pools.

- ii. **Tile:** The tile shall be used at the water line where applicable. This tile color will be selected by the Owner from samples provided by the Design-Builder. The tile shall also be used in the Large Pool for wall and floor lane markings. A tile band at the nosing of all steps and benches shall be a contrasting color to the pool finish.

- iii. **Underwater Pool Lighting:** Yes

b. **Recirculation System:**

A perimeter gutter system will be used on the pool in tandem with main drains. The pool water will be supplied back to the pools using floor inlet systems to provide the least amount of turbulence and the best distribution of filtered and sanitized water.

c. **Mechanical Description:** State of the art heating and cooling

After confirming the aesthetic pool design with the Owner, F.B.C 2017 6th edition and applicable industry standards will be utilized to design the structural and mechanical systems for each pool which can be shared. Power and potable water systems will be provided by Design Build-Team.

**Filtration** high rate sand filters.

d. **Recirculation System:**

- i. **Main Drain:** The Main Drains shall be designed to accommodate 100% of the flow from the pool. All submerged drains shall comply with the Virginia Graeme Baker Pool and Spa Safety Act.
- ii. **Pumps:** Pump Motors for the new filtration systems will be provided with variable frequency drives where applicable. Pumps for all filtration systems will deliver water via schedule 40 PVC piping. Water will be chemically treated as determined by an automatic water chemistry controller. The filtration pump will draw water from the surge tank. Water will be returned to the pools and evenly distributed via floor inlets spaced evenly about the pool to provide even distribution and ensures non-turbulent water.
- iii. **Pumps:** The pumps shall be housed in a pump pit approximately 7' below grade in the equipment room and will be designed to accommodate the multiple pumps required for the pool.
- iv. **Sanitizer:** Liquid Chlorine will be used as the sanitizer and a pH system shall be selected and designed to balance the chemical usage. This balance shall be handled by a Chemical Controller.

**III. Support Related Buildings and Structures**

- 1. Main Office - Control point
  - a. Should be centrally located for optimum observation of aquatic facilities,
  - b. Multi-function open area, six (6) people which includes: check-in desk, Lifeguard facilities and First aid area. Approximately but no less than 10' x 20'

- c. Two (2) computer stations needed
  - d. Dedicated staff toilet and shower
- 2. Restrooms
  - a. Must meet FBC pool code for fixture quantity and ADA accessibility.
- 3. Locker Rooms and Changing Areas
  - a. Changing room(s) may or may not be integral with the toilets, 3 Male, 3 Female
  - b. Larger Single Use Family Changing Rooms are desirable
- 4. Pool pump house: (sized accordingly to provide services to pools)
  - a. Enclosed with proper ventilation
- 5. Storage (+/- 400 SF)
  - a. Sufficient onsite storage and located with easy access to facility amenities.
  - b. Covered, mechanical exhaust fan and drain to sanitary system
  - c. Provide 2 hose bib

#### **IV. ARCHITECTURAL DESIGN**

- 1. Where indicated, construction and design should comply with the current Manatee County Preferred Building Equipment Catalog (Attachment D)
- 2. All proposed structures should be visually compatible with existing structures on site. e.g. Stucco, Metal Roof, however, alternate materials can be considered if approved by Manatee County Government.
- 3. Proposed design shall be compatible with the Authorities having jurisdiction.
- 4. The selected Design-Builder shall provide a total of three (3) 24" x 36" colored rendering mounted on foam core or similar material of the facility at 30%, plus one (1) of a final professional color photo of the facility. Manatee County Government and its logo shall be noted as the owner along with the name and logo of the Design Builder, including the date of completion.
- 5. Final deliverable:
  - a. One (1) Electronic PDF and three (3) full size hard copy sets 24 x 36 of each 30-60-90 check sets along with S&S permit set, including all revisions
  - b. CAD and BIM electronic formats with point data

END OF SECTION B



## **SECTION C PROPOSAL RESPONSE**

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFQ and which proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section D, Evaluation of Proposals.

### **C.01 INFORMATION TO BE SUBMITTED**

The contents of each proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

### **C.02 PROPOSAL FORMAT**

#### **A. TAB 1 - INTRODUCTION**

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Proposer, the RFQ by title and the RFQ number.
2. An introductory letter/statement that describe your proposal in summary form (limit 2 pages).
3. A table of contents.

#### **B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS**

In Tab 2 submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Proposer and/or its subcontractor(s) must possess current, valid licenses and certifications required under Florida Statute to perform services of general contractor, engineer, architect, surveyor, and landscape architect, as is applicable to the design and construction of the Manatee County Lincoln Park Pool facility.

**Submit information and documentation from the issuing agency that confirms Proposer and/or its subcontractor(s) meet the following:**

- a. **Certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contract as the qualifying agent; AND**
- b. **Certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; or**  
**Certified under Section 481.219, Florida Statutes, to practice or to offer to practice**

**architecture; or**

**c. Certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.**

3. Proposer or its subcontractor has completed (which means that certificate of occupancy has been issued) a minimum of three (3) aquatic pool facility design-build projects since 2013. Provide the following information for each qualifying project.
  - a) Identify who was contracted to completed the project (Proposer or subcontractor)
  - b) Project name and location
  - c) Client/Organization name
  - d) Contact name
  - e) Contact phone
  - f) Contact email
  - g) Project dates (Start/End)
4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

**No documentation is required. The County will verify**

5. If Proposer is submitting as a joint venture, it must have filed the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.**

6. Proposer has no reported conflict of interests in relation to this RFQ.

**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.**

### **C. TAB 3 – FORMS**

Provide the completed and executed Attachments included in this RFQ in Tab 3.

1. Form 1- Acknowledgement of Addenda
2. Form 2- Proposal Signature Form
3. Form 3- Public Contracting and Environmental Crimes Certification
4. Form 4- Conflict of Interest Disclosure Form
5. Form 5- Non-Collusion Affidavit
6. Form 6- Truth in Negotiation Certificate
7. Form 7- Scrutinized Company Certification
8. Form 8- Insurance Statement
9. Form 9- Indemnity and Hold Harmless

**D. TAB 4 - TRADE SECRETS**

Pursuant to Section A.28, Trade Secrets, in Tab 4 identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the proposal that are not being declared as trade secret. NOTE: Proposals cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its proposal that redacts all designated trade secrets.

**E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION**

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different)  
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
  - i. Address
  - ii. City, State, Zip
  - iii. Phone
  - iv. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:
  - i. Name
  - ii. Phone
  - iii. E-mail
  - iv. Mailing Address
  - v. City, State, Zip
9. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

**F. TAB 6 – PROPOSER AND TEAM’S EXPERIENCE**

In Tab 6, provide details of Proposer and its team’s experience to include the following:

1. Provide a summary of Proposer’s background, size and years in business.
2. Describe Proposer’s experience in design-build projects for other government agencies, particularly those within Florida.
3. Provide Proposer’s years of experience in design-build projects for aquatic pool facilities.
4. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Identify the **design professional (Architect or Engineer)** to provide services for this design build project, if other than Proposer.
6. Identify the **general contractor** to provide services for this design build project, if other than Proposer.
7. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of design-build services for the County.
8. Describe any significant or unique accomplishments or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
9. Provide a minimum of five client references for design or construction work performed by Proposer, who are agreeable to responding to an inquiry by the County. References should include the following information:
  - a. Client name
  - b. Client address
  - c. Client contact name
  - d. Client contact phone and fax numbers
  - e. Client contact email address
  - f. Brief description of work (1-2 sentences)
  - g. Performance period (start/end dates)
  - h. Total dollar value of contract

**G. TAB 7 - APPROACH TO DESIGN AND CONSTRUCTION**

In Tab 7, provide Proposer’s project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
2. An explanation of Proposer’s technical ability to perform all facets of the scope of services defined in Section B. If more than one Proposer is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Provide details of the Proposer’s financial ability to provide all facets of the scope of services defined in Section B within the budgeted amount for this project to include:
  - a. Any Add Alternates identified in Section B.02.3 that Proposer proposes to include and stay within the budgeted amount
  - b. Scheduling and cost control systems used, along with samples to illustrate the Proposer’s overall scheduling capabilities.

4. Details of implementation plan and schedule. Provide an implementation schedule for each component of services (e.g., design, demolition, construction). NOTE: Proposer must commit to a timetable for substantial completion of the project in **August 2019**.
5. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
6. Proposer shall thoroughly explain:
  - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
  - b. How Proposer physically plans on attending pre-scheduled meetings
  - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement
7. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule) and Proposer's proposed mitigation procedures for each item.
8. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site construction.
9. Proposer's approach to working with permitting requirements demonstrating the following:
  - a. Knowledge of local site conditions and applicable regulatory requirements.
  - b. Ability to creatively resolve problems and construction challenges.
10. Provide sample reports Proposer has used on other design-build projects.
11. Provide a list, with written specifications for all products proposed to be used in the construction. Include supporting evidence that each meets the minimum specifications listed in Section B, Scope of Services.
12. Proposer's are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
13. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.
14. Submit complete descriptions and preliminary layouts of the proposed project.

**H. TAB 8 - SIMILAR COMPLETED PROJECTS**

Provide a list of up to ten design-build projects, particularly those for aquatic pool facilities, which Proposer has successfully completed since 2010. Include the following information:

- a. Organization/Owner name
- b. Address (City/State)
- c. Project date (Start/End)
- d. Proposer's role in the project
- e. Scope of work (Brief description)
- f. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit ten pages).

**I. TAB 9 - ORGANIZATIONAL STRUCTURE AND CAPACITY**

1. Submit details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
2. **Local office-** Proposer(s) shall describe whether the managing office will be located within the County, and detail what plans and policies will be adopted to help ensure County citizens receive preferential consideration for employment, and vendors located within the County will be used as suppliers of goods and services needed to perform the scope of services.
3. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
4. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
5. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
6. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
7. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
8. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
9. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
10. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
11. Proposer shall provide information with regards to their capacity to bond the project. Include a letter of intent from Proposer's bonding company which outlines the Proposer's bonding capacity.
12. Submit any additional information not previously requested which Proposer believes

would assist County in the evaluation of Proposer's capacity to provide the required services.

END OF SECTION C

## **SECTION D**

### **EVALUATION OF PROPOSALS**

#### **D.01 EVALUATION**

A due diligence review will be conducted to determine if the proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria. The committee may final rank proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFQ and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFQ.

#### **D.02 EVALUATION CRITERIA**

The following evaluation criteria have been established for this RFQ.

<b>Criteria</b>	<b>Maximum Points</b>
Proposer & Team's Experience	25
Approach to Design and Construction	15
Organizational Structure and Capacity	20
Similar Completed Projects	25
Interviews	15



#### **D.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS**

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers should make arrangements to attend the interviews, presentations and/or demonstrations if invited.

NOTE: Proposers selected for interviews will be required to provide a design concept board as part of their interview presentation.

The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank proposals without conducting clarifications, interviews, presentations and/or demonstrations. Therefore, each Proposer must ensure that its proposal contains all the information requested.

#### **D.04 RANKING OF PROPOSALS**

The evaluation committee will determine from the responses to this RFQ and subsequent investigation as necessary, the Proposer(s) who best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to County Administrator,
- d. Reject all proposals received and cancel the Request for Qualifications,
- e. Receive written clarification of proposal.

#### **D.05 RECOMMENDATION FOR NEGOTIATION**

Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter negotiations, if any.

The County will conduct negotiations with the highest ranked Proposer.

If the County and the highest-ranked Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Administrator's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all proposals are rejected.

The County will notice the Intent to Negotiate, in the same manner the original Request for Qualifications document was noticed prior to commencing negotiations.

**D.06 RECOMMENDATION FOR AWARD**

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

**END SECTION D**

## **SECTION E**

### **NEGOTIATION OF THE AGREEMENT**

#### **E.01 GENERAL**

By submitting a proposal, Proposer understands and agrees:

- a. The proposal and all subsequent information requested by the County during the procurement process will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Qualifications whether, or not, the proposal is accepted.
- c. All products and papers produced during the solicitation process become the property of Manatee County upon termination or completion of the engagement.
- d. To indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

#### **E.02 AGREEMENT**

The Successful Proposer(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Negotiated contracts may or may not include all elements of this RFQ or the resulting successful proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The form of the Agreement that will be used pursuant to this solicitation will be per the attached sample; as properly revised subsequent to final negotiations and any revisions to the specifications and scope of this project, the County (as Owner) will execute this Agreement with the Successful Proposer (as Design-Builder).

The parties will negotiate the terms of the agreement, which may include price, term, renewal, or any other relevant provisions.

#### **E.03 AWARD**

County may not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the successful negotiations and the approval of either the Procurement Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

### **END SECTION E**

## **SECTION F FORMS**

### FORM 1 - ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number	
_____ Street Address	_____ City/State/Zip	
_____ Email Address	_____ Website Address	
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official	_____ Date

## FORM 2 - PROPOSAL SIGNATURE FORM

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFQ;
- (4) by submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Proposer understands that if it submits exceptions to the form of Agreement in its proposal, the Proposer's response may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer      Date

### FORM 3- PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by \_\_\_\_\_.  
[print individual's name and title]

For \_\_\_\_\_  
[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_ My commission expires \_\_\_\_\_ . \_\_\_\_\_ Notary  
Public Signature

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.



## FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this RFQ.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this RFQ.

Acknowledged and attested to by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Return this fully executed form with your proposal.**

**FORM 5 - NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such proposal is genuine and is not a collusive or sham proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the Solicitation and contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County or any person interested in the proposed contract.

- d. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public (State): \_\_\_\_\_

My Commission No: \_\_\_\_\_

Expires on: \_\_\_\_\_

### FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

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

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

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

Signature: \_\_\_\_\_

### FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer's proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company.

FID or EIN No..

Address.

City.

State.

Zip.

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### FORM 8- INSURANCE STATEMENT

**THE UNDERSIGNED** has read and understands the insurance requirements shown in Attachment A applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed  
Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Return this signed statement with your bid or proposal.***

**FORM 9- INDEMNITY AND HOLD HARMLESS**

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

Successful Proposer shall defend, indemnify and hold harmless the County and all of the County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of successful Proposer, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract/Agreement. Compliance with any insurance requirements required elsewhere within the Contract/Agreement shall not relieve successful Proposer of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes.

<b>PROJECT NUMBER AND/OR NAME</b>		
<b>INSURANCE AGENT</b>		
<b>SIGNATURE OF AUTHORIZED OFFICIAL OF PROPOSER</b>	<b>TITLE</b>	<b>DATE</b>

Acknowledgement:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_ [FULL LEGAL NAME], who is  
personally known to me / has produced \_\_\_\_\_ as  
identification.

Notary Signature \_\_\_\_\_

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

**ATTACHMENT A**  
**INSURANCE AND BOND REQUIREMENTS**  
**SOLICITATION NO. 18-R068563CD**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
1. <input checked="" type="checkbox"/> <b>Automobile Liability:</b>	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than: \$ <u>2,000,000</u> combined single limit; OR \$ <u>1,000,000</u> bodily injury and \$ <u>1,000,000</u> property damage. \$ <u>10,000</u> Personal Injury Protection (No Fault) \$ <u>1,000,000</u> Hired, Non-Owned Liability \$ <u>10,000</u> Medical Payments. <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> <b>Commercial General Liability:</b> <b>(Per Occurrence form only;</b> <b>claims-made form is not</b> <b>acceptable)</b>	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: \$ <u>2,000,000</u> single limit per occurrence; \$ <u>4,000,000</u> aggregate \$ <u>4,000,000</u> Products/Completed Operations Aggregate \$ <u>1,000,000</u> Personal and Advertising Injury Liability \$ <u>100,000</u> Fire Damage Liability \$ <u>10,000</u> Medical Expense, and \$ <u>1,000,000</u> , Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$ <u>10,000,000</u> ) <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> <b>Employer's Liability</b>	Coverage limits of not less than: \$ <u>100,000</u> each accident \$ <u>500,000</u> disease each employee \$ <u>500,000</u> disease policy limit
4. <input checked="" type="checkbox"/> <b>Worker's Compensation</b> <input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act coverage</b>	Coverage limits of not less than: <ul style="list-style-type: none"> <li>Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the</li> </ul>

<input type="checkbox"/> <b>Jones Act coverage</b>	<p>State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p><u>Note:</u> Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<b>OTHER INSURANCES</b>	<b>REQUIRED LIMITS</b>
<p>5. <input type="checkbox"/> <b>Aircraft Liability</b></p>	<div data-bbox="646 764 1468 1121"> <input type="checkbox"/> <b>Aircraft</b>            Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:            \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.            \$ _____ General Aggregate.         </div> <div data-bbox="646 1121 1468 1478"> <input type="checkbox"/> <b>Unmanned Aircraft (Drone)</b>            Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:            \$ _____ Each Occurrence Property and Bodily Injury. Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.            \$ _____ General Aggregate.         </div>
<p>6. <input type="checkbox"/> <b>Installation Floater</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>



<p>7. <input checked="" type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p>\$ <u>3,000,000</u> Bodily Injury and Property Damage Each Occurrence \$ <u>3,000,000</u> General Aggregate</p>
<p>8. <input checked="" type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>9. <input type="checkbox"/> <b>Cyber Liability</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <p>\$_____ Security Breach Liability \$_____ Security Breach Expense Each Occurrence \$_____ Security Breach Expense Aggregate \$_____ Replacement or Restoration of Electronic Data \$_____ Extortion Threats \$_____ Business Income and Extra Expense \$_____ Public Relations Expense</p> <ul style="list-style-type: none"> <li>• Policy must not carry a self-insured retention/deductible greater than \$<u>25,000</u>.</li> </ul>

10. ☐ Hazardous Materials Insurances (as noted)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ **Pollution Liability**

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Asbestos Liability (If handling within scope of Contract)**

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Disposal**

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

<p><b>11. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</p>
<p><b>12. <input type="checkbox"/> Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate.</li> </ul>

<p>13. <input type="checkbox"/> <b>Garage Keeper's Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p>14. <input type="checkbox"/> <b>Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <p>Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</p>
<p>15. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence;</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage.</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>16. <input type="checkbox"/> <b>Other (Please Specify)</b></p>	
<p style="text-align: center;"><b>BOND REQUIREMENTS</b></p>	

<p><b>17. <input type="checkbox"/> Bid Bond</b></p>	<p>A Bid Bond in the amount of \$ _____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p><b>18. <input checked="" type="checkbox"/> Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved by Risk: \_\_\_\_\_

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

## INSURANCE REQUIREMENTS

### **I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida  
Attn: Purchasing Division - Procurement  
1112 Manatee Avenue West**

**Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
  4. Successful Proposer shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- IV. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- V. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

RFQ# 18-R068563CD  
ATTACHMENT- B

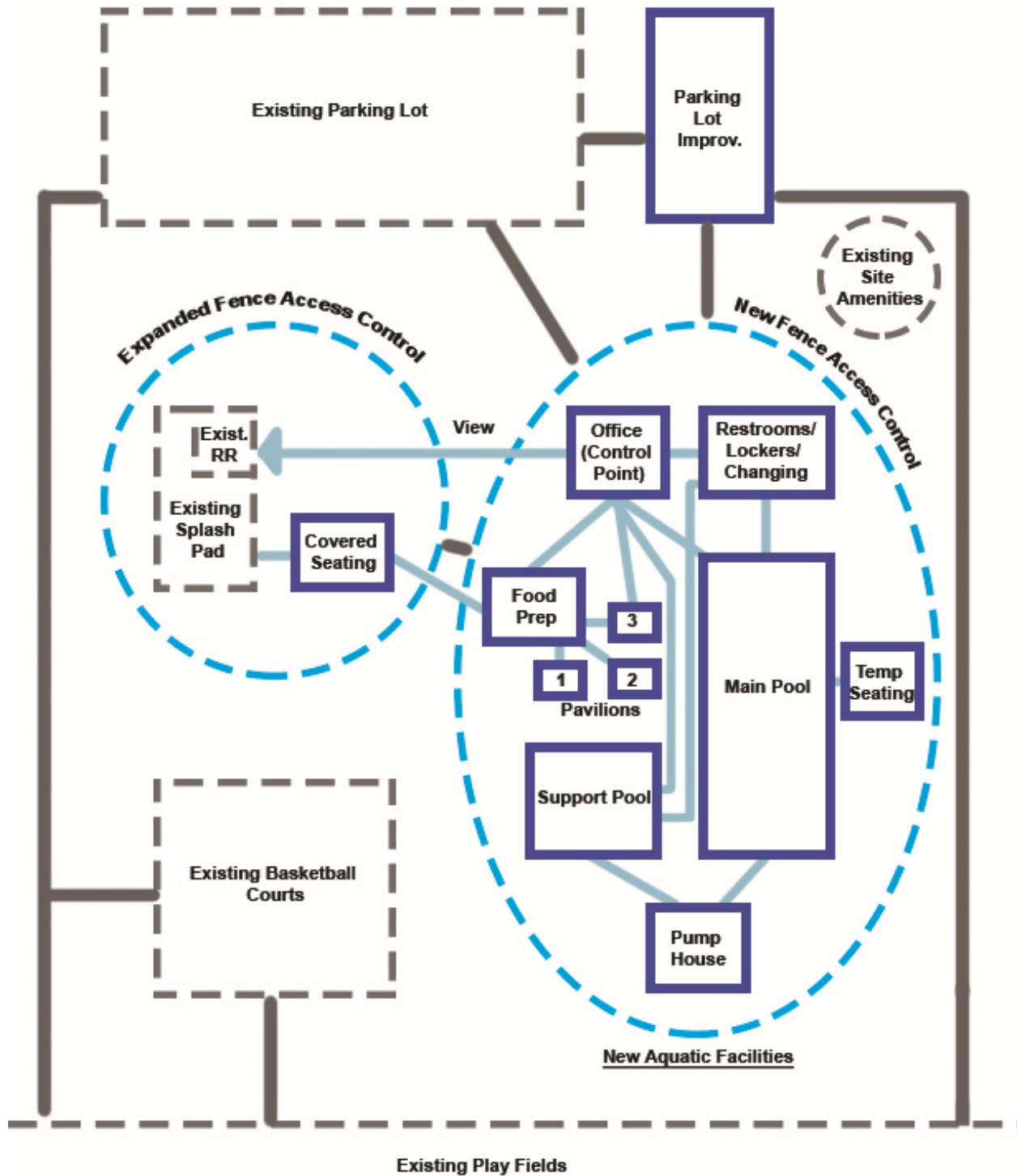


**MANATEE COUNTY EXISTING LINCOLN PARK**

715 17th Street East  
Palmetto, FL 34221



Lincoln Park Expansion Bubble Diagram



END OF SECTION B



*Property Management Department*  
**Preferred Building and Grounds Equipment,  
Materials and Design Criteria Catalog**



**Version 2; Revised: Feb 2018**

Contacts: [Diana.Robinson@mymanatee.org](mailto:Diana.Robinson@mymanatee.org)  
[Michael.DiPinto@mymanatee.org](mailto:Michael.DiPinto@mymanatee.org)



## Summary

This catalog serves as a quick reference for project managers, building maintenance staff, managers, purchasing agents, architects, engineers, and all others who may be selecting products and systems for new building design and/or remodeling and retrofitting of existing Manatee County facilities. Energy efficiency options for new or retrofitted buildings has become more achievable as costs have continued to decline. Energy efficient building practices can result in lower utility bills and greater profits. When requesting products or services, refer to the County's blanket purchase vendors, and when applicable, ask the vendor to include a return on investment (ROI).

The catalog is designed to follow the Construction Specifications Institute's master list of divisions which is the most widely used standard for organizing specifications and other written information for commercial and institutional building projects in the U.S. and in Canada.

## All Manatee County Government Facilities

Energy consuming products and devices shall meet or exceed the Energy Star specifications and be a qualified Energy Star product. Procedures, services and standards listed in this catalog should meet or exceed the recommendations. During the construction process, new buildings are to be built to LEED silver standards. LEED certification is not required. Reference the iNet for policy/procedures and blanket purchase orders for purchasing requirements. ***NOTE: Refer to the Florida Building Code 5th Edition (2014) with special attention to the Energy Code section which became effective July 1, 2015. The Energy Efficient Building Construction in Florida, authored by the University of Florida, IFAS office is also a recommended reference to review during a construction project.***

Florida Power and Light, our main utility provider, offers energy-saving programs and services which include rebates. Whether renovating or new construction, please review or have your consulting firm and or vendor review what is offered. **All new facilities built after January 1, 2018 will be considered for construction for use as safety shelters for employees and/or the general public, during blue sky and grey sky events. The standards used for this construction shall consider, but not be limited to, hardening of the structure, expansion of the kitchen area, expansion of the restroom facilities, HVAC upgrades and generator connectivity.**

A table listing programs Manatee County may qualify for are listed in the table on Page 9 (FPL Business Program Services found in the Attachment folder).

Anything listed as "no substitution" must be submitted for review.

## Technology

Manatee County continues to embrace mobility, accountability and the **Internet of Things (IoT)** or simply stated "smart technologies" that support projects with the most advanced technology to ensure efficiency and accuracy offered. The **Internet of Things (IoT)** is a proposed development of the Internet in which everyday objects have network connectivity, allowing them to send and receive data. It is the internetworking of physical devices, vehicles (also referred to as "connected devices" and "smart devices"), buildings and other items — embedded with electronics, software, sensors, actuators, and network connectivity that enable these objects to collect and exchange data.

Technology, materials, tools, processes and operations will continue to change and improve. Manatee County is committed to finding and leveraging energy efficient technologies. Thoughtful research for LED lighting upgrades, building automation, energy-efficient HVAC technologies, and a new Bluetooth-enabled features such as automatic water meter reading system are examples of the effort that will be taken for new technology to have a positive impact on both the County, community and the environment.

Networked lighting and connected lighting have begun to blossom as technological advancements continue to increase the viability of the IoT. Innovative Lighting has been on the cutting edge of networked lighting (often referred to as Power over Ethernet lighting). A PoE system both powers and controls the LED lighting, multi-functional sensors and preset dimming wall switches on simple Ethernet cable, and the need for conduit or expensive labor has been eliminated. Up to 86% energy savings when compared to conventional fluorescent lighting is no small feat. Add to that making LED fixtures last at least twice as long as their rated life and you begin to see why many see a PoE system as the destiny of energy efficient LED lighting.

EXAMPLE:



Given a single Power over Ethernet connection (single gray cable looping below), a PoE splitter provides both data (gray cable looping above) and power (black cable also looping above) connections for a [wireless access point](#). The splitter is the silver and black box in the middle, between the wiring box on the left and the access point (with its two antennas) on the right. The PoE connection eliminates the need for a nearby [power outlet](#).

<http://www.ecmag.com/section/systems/power-poe>

<http://www.ledsmagazine.com/articles/print/volume-12/issue-8/features/dc-grid/poe-technology-for-led-lighting-delivers-benefits-beyond-efficiency.html>

**Daylight Harvesting:** The term used in the building controls industry for a control system that reduces electric light in building interiors when daylight is available, in order to reduce energy consumption. Daylight harvesting is an energy management technique that reduces overhead lighting use by:

- Utilizing the ambient (natural & artificial) light present in a space
- Dimming or switching OFF lighting when sufficient ambient light is present or when the space is unoccupied
- Utilizing zones to stagger the dimming and switching of lighting loads depending on their distance from ambient light sources, such as windows and skylights
- Benefits of daylight harvesting: Save money on electrical; Automated control of lights; Health benefits of correct lighting.

**Note:** “Daylight Harvesting Made Easy” found in Attachments - Lighting and Electrical folder

## WELL Building Standard

It is recommended to follow the **WELL** Building Standard when during new construction and remodeling. The focus is on people and is performance based. The seven concepts of the WELL Building Standard is air, water, nourishment, light, fitness, comfort and mind. Strategies include air quality testing and monitoring; filtration and treatment; ventilation; moisture control; cleaning protocol; material selection during construction processes and healthy entrance. WELL promotes lighting systems designed to increase alertness, enhance experience and promote sleep. WELL also creates distraction-free, productive and comfortable indoor environments and encourages the integration of fitness and exercise into everyday life is aligned with the goals of Manatee County’s Employee Health Benefits program. <https://www.wellcertified.com/en/our-standard>

## Table of Contents

Summary.....	1
Technology .....	2
WELL Buildings.....	3
Table of Contents .....	4
Divisions (CSI) Quick List.....	6
Facilities Space Programming Standards.....	7
ZOLL Medical AED.....	7
BOCC Photo Gallery and Plaques .....	8
FPL Rebates .....	9
Division 01 - General Requirements .....	10
Division 06 - Wood and Plastic (Rough Carpentry) .....	10
Division 08 - Openings and Door Hardware .....	10
Wood Doors .....	12
Hardware - 087100.....	12
Division 09 - Finishes .....	12
Carpet Tile .....	13
Gypsum Board .....	14
Division 10 - Specialities .....	16
Dedication Plaques .....	16
Toilet and Bath Accessories.....	19
Division 11 - Equipment (Ice Makers) .....	20
AED's.....	20
Division 12 - Furnishings (Roller shades).....	20
Division 21 - Fire Suppression .....	20
Division 22 - Plumbing .....	21
Backflow Prevention .....	21

Faucets .....	22
Hot Water Heaters .....	23
Division 23 - HVAC .....	24
Division 26 - Electrical.....	25
Lighting (Office/Corridor) .....	26
Electrical Service Distribution.....	28
Generators and Transfer Service.....	28
Division 31 - Earthwork .....	29
Division 32 - Exterior Improvements.....	30
Permeable Paver (TrueGrid).....	30
Chain Link Fences .....	30
Asphalt Paving .....	30
Irrigation .....	30
Integrated Pest Management .....	31
County Graphics Standards for Logo .....	31
Closeout Procedures (Division 01) .....	32
Operation and Maintenance (Data Division 01).....	37
Project Record Documents (Division 01).....	45
Demonstration and Training .....	50
Construction Cleaning .....	54
Attachments (pdf files).....	58

## Divisions (CSI) - Quick List

Division 00 - Procurement and Contracting Requirements

Division 01 - General Requirements

Division 02 - Existing Conditions

Division 03 – Concrete

Division 04 – Masonry

Division 05 – Metals

Division 06 – Woods and Plastics and Composites

Division 07 – Thermal and Moisture Protection

Division 08 – Openings (Doors, Frames, Windows, Hardware, Glazing, Etc.)

Division 09 – Finishes (Gypsum Board, Acoustic Panel Ceilings, Resilient Base & Accessories, Interior Painting)

Division 10 – Specialties (Toilet Compartments, Toilet and Bath Accessories)

Division 11 – Equipment

Division 12 – Furnishings (Roller Shades)

Division 13 – Special Construction

Division 14 – Conveying Systems

Division 21 – Fire Suppression

Division 22 – Plumbing

Division 23 – HVAC

Division 26 – Electrical

Division 27 – Communications

Division 28 – Electronic Safety & security

Division 31 – Earthwork

Division 32 – Exterior Improvements (Irrigation)



## Facilities Space Programming Standards

Square footage space standards will be followed. Please contact Property Management for details as follows.

Commissioner / Constitutional Officer.....	300
Other Elected Official or Appointed Staff.....	250
Division Director / Manager.....	180
Manager.....	150
Professional.....	120
Technical Staff.....	100
Para Professional. ....	100
Administrative Support.....	70

- Standard occupied office space temperature set points will be programmed to 75 degrees (74-76) and relative humidity will be programmed to 52-59%. Unoccupied or night-time settings will be programmed and determined as needed to maintain the facility function.
- The procurement of office furniture shall be coordinated through Property Management and the occupant due to the potential benefit from significant economies of scale in purchase volume or the potential of existing surplus supplies that may be re-assigned to the project at little to no additional cost.
- Conference rooms are recommended to be outfitted with: 1 white board, 1 telephone, 1 overhead projector, 1 computer, 1 smart board, and ceiling fans with wall mounted control switch.
- AED's mounted in buildings should be AED PLUS which comes complete with AED Pads and batteries for use. Manufacturer is ZOLL Medical and the mounting for the AED is ZOLL AED Cabinet. Flushed or Recessed mounting. (See AED Plus Brochure in the Attachments folder).



**Board of County Commissioners Photo Gallery**

The Design team shall incorporate an area at or near the main entrance of the building. A blank wall space of at least eight feet, six inches (8', 6") long so that the Board of County Commissioners pictures can be installed as shown in the sketch below. Manatee County will be responsible for installing the pictures and signs.



**Florida Power and Light (FPL) REBATES  
for Large Business/Commercial/Industrial**

Rebate	Description	How to Qualify	Benefits
<b>Business Lighting</b>	Receive a rebate for installing or upgrading to qualifying high efficiency lamps and systems	Rebates are for interior lighting that is used on a regular basis: <ul style="list-style-type: none"> <li>• From 3 to 6 p.m.</li> <li>• Every day of the work week</li> <li>• From June 1 to Sept. 30</li> </ul>	<ul style="list-style-type: none"> <li>• Better quality lighting at a lower cost</li> <li>• Reduced monthly operating costs</li> <li>• Lower energy usage is environmentally friendly</li> </ul>
<b>Business Energy Evaluation</b>	<p>A free on-site analysis of your energy use.</p> <p>An Energy Expert comes to your business to do a complete evaluation of your equipment and energy use to find savings opportunities.</p> <ul style="list-style-type: none"> <li>• Equipment evaluated includes:</li> <li>• Heating, Ventilating and Air-Conditioning systems (HVAC)</li> <li>• Building “envelope” where your building is exposed to the elements (areas such as roof, windows and insulation)</li> <li>• Lighting</li> <li>• Water heating</li> <li>• Processing equipment: motors, air compressor systems, elevators, conveyors, food preparation equipment and refrigeration equipment</li> </ul>	Any business may schedule a Business Energy Evaluation (BEE)	<p>Get personalized, detailed recommendations to help you:</p> <ul style="list-style-type: none"> <li>• Identify energy-saving programs that are right for you</li> <li>• Lower energy costs:</li> <li>✓ <b>Understand how your energy usage compares to that of similar businesses</b></li> <li>✓ <b>Understand how weather can affect your energy use</b></li> <li>• Qualify for rebates that may apply to your business</li> <li>• Select equipment if you’re planning improvements, expansions or building new facilities</li> </ul>
<b>Thermal Energy Storage (TES)</b>	<p>Install a TES system to reduce on-peak electricity use and to get a rebate on qualifying equipment.</p> <p>TES systems produce and store cold water or ice at night, when power is less expensive, and use it to cool your building efficiently throughout the day.</p>	<ul style="list-style-type: none"> <li>• Purchase a qualifying TES system</li> <li>• TES rebates are based on a minimum kW savings requirement</li> <li>• Cooling load must be removed from the summer (June through Sept.) on-peak period of 3 to 6 p.m. weekdays</li> </ul>	<ul style="list-style-type: none"> <li>• Less expensive time-of-use rate</li> <li>• Use more electricity during off-peak hours and less during peak</li> <li>• Lower demand charge <ul style="list-style-type: none"> <li>– The shift in energy use from peak to off-peak hours reduces your on-peak demand</li> </ul> </li> <li>• Potential savings on A/C compressors <ul style="list-style-type: none"> <li>– TES may minimize the need to buy large, expensive compressors to meet your cooling demand</li> </ul> </li> </ul>
<b>Direct Expansion Air Conditioning (DX AC)</b>	<p>Receive a rebate for installing or upgrading to a qualifying new DX AC system.</p> <p>When your qualifying new DX system is installed, you will receive a rebate based on the size, type and efficiency of the new unit.</p>	<p>Qualifying units include:</p> <ul style="list-style-type: none"> <li>• Air, water and evaporative-cooled air conditioners and heat pumps</li> <li>• Variable refrigerant flow (VRF) air conditioners and heat pumps, and computer room units.</li> <li>• Water-source heat pumps</li> <li>• Package terminal air conditioners or heat pump systems</li> <li>• Units that exceed the Florida Building Code</li> </ul>	<ul style="list-style-type: none"> <li>• Lowers cooling costs</li> <li>• Lowers HVAC maintenance costs</li> </ul>
<b>Energy Recovery Ventilation (ERV)</b>	<p>ERV systems keep cool energy in, that you would otherwise lose, and send humidity and pollutants out.</p> <p>An ERV system allows outgoing room air that would normally be wasted to cool</p>	<p>The following types of ERV units qualify for a rebate, if the units are not already required by building code:</p> <ul style="list-style-type: none"> <li>• Enthalpy wheels</li> <li>• Plate-type heat exchangers</li> </ul>	<ul style="list-style-type: none"> <li>• Lower energy costs</li> <li>• Less wear and tear on air-conditioning units</li> <li>• Works with existing heating, ventilation and air-conditioning systems</li> </ul>

	incoming warm air. The system reclaims energy from exhaust air flows. The system also transfers heat and moisture from inside to outside to balance humidity levels.		
<b>Business Custom Incentive (BCI)</b>	FPL offers customized incentives to Businesses or other organizations who upgrade their equipment or operations in ways that save significant amounts of energy.  Contact your FPL Account Manager to help you develop a unique energy-saving energy-efficient equipment.	You can qualify for a BCI if your plan: <ul style="list-style-type: none"> <li>• Trims at least 25 kilowatts from FPL's summer peak demand (June 1 – Sept. 30, 3-6 p.m. weekdays)</li> <li>• Differs from other FPL conservation programs</li> <li>• Passes the Florida Public Service Commission specified cost-effectiveness tests</li> </ul>	Meets your specific energy requirements
<b>Chillers</b>	Purchase a new high efficiency chiller to replace your existing chiller or install one in new construction, and get a rebate.  Contact us to help determine your needs for upgrades or for equipment purchased for new construction projects.	<ul style="list-style-type: none"> <li>• Purchase qualifying high-efficiency chiller models, rated at AHRI conditions</li> <li>• Incentive amounts and qualifying conditions vary, depending on the type and size of the equipment you replace or install</li> <li>• Back-up or emergency chillers do not qualify for rebates</li> </ul>	<ul style="list-style-type: none"> <li>• Significantly reduce electrical, operating and maintenance costs</li> <li>• Get ongoing energy savings</li> </ul>

*Source: FPL; Save with Business Programs and Services (attachment)*

## **DIVISION 01 – GENERAL REQUIREMENTS**

**Record Drawings (Lift Stations, New Fire Station Buildings) – Refer to Attachments Folder**

## **DIVISION 06 – WOOD AND PLASTIC**

### **Rough Carpentry (061000)**

- All interior woodblocking, nailers and plywood shall be “TYPE A” fire retardant treated.
- Shall be kiln dried after treatment (KDAT) to a maximum moisture content of 19% for lumber and 15% for plywood.
- Fire retardant treatment shall not contain VOC's, UREA formaldehyde or formaldehyde, halogens, sulfates, chlorines or ammonium phosphate.
- All equipment backing panels shall be no less than ¾” in nominal thickness.

## **DIVISION 08 – OPENINGS AND DOOR HARDWARE**

### **General Notes**

- On all access-controlled door strikes. Cylindrical locks are preferred over mortis locks. Preferred manufacturer Best locks.

### Access Control System

- All integrated entry access systems shall be GE Facilities Commander integrated into the counties existing network wide system.
- Vonduprin panic hardware with surface mounted rods; avoid the use of concealed rods in exit doors.
- "Mag" locks shall be Securitron with a holding force of 1200 lbs. and be battery backed and rated for a hold (energized) time of 24 hours minimum and connected to the generator power, if the facility has a generator.
- One lighted, push button with the legend EXIT shall be installed per manufacturer's requirements at all egresses.
- Card access swipe card system shall be Facilities Commander system and integrated into the existing Manatee County data base by our authorized vendor.

### Metal Doors & Frames

- All **interior metal doors** shall be full flush hollow metal doors with steel sheets each side, of prime quality, cold-rolled, stretcher leveled steel, free from scale, pitting and surface defects. Fabricate galvanized doors from galvanized steel sheets conforming to ASTM A446. Provide 18 gauge metal sheets for interior doors, except where otherwise required. Provide hollow metal doors of sizes, types, and design scheduled or required, 1¾" thick. Door faces and edges must have no visible seams or joints. Provide openings in bottom closure of exterior doors for escape of entrapped moisture. Top edge of doors closed flush, not recessed. Provide doors that are strong, rigid, neat in appearance, and free from defects, with plane surfaces smooth and free from warp or buckle. Provide bevel on lock stiles so doors operate without binding. Provide reinforcement for all hardware.
- All **interior door frames** shall be hollow metal fabricate steel frames ASTM A366 of commercial quality, cold-rolled steel, free from scale, pitting and surface defects. Provide 16 gauge steel sheets for interior frames, except where otherwise required, 14 gauge galvanized steel sheets for exterior frames. For openings over 4'-0" wide, use material not less than 14 gauge thickness.
  - Provide full welded unit construction frames. Knocked-down frames are not permitted. Fabricate with full mitered corners, including stops, continuously arc welded full depth and width of frame. Grind and dress welds at frame faces to form smooth invisible joints. Form stops and moldings integral with frame. Finished work rigid, neat in appearance, and free from warp or buckle. Provide steel spreader temporarily attached to feet of both jambs for frame bracing during shipping and handling. Provide reinforcement for hardware.
  - Fiberglass exterior doors and frames for beach locations.

## Wood Doors

- All **interior wood doors** shall be flat slab 3'0" x 7'0" x 1 ¾" solid core with oak veneer unless specifically specified differently. Refer to the Door Schedule for other door combinations, sizes, and doors with vision lites.

## Hardware (087100)

- **Entrance locksets** shall be as manufactured by Best Lock Access Systems Series 7, model 73K7A15C53-613. The County will provide cores and keys for all locksets. Where heavy duty lock sets are required, provide Best Lock Access Systems Series 9. The County prefers not to entertain substitutions.
- **Hinges** shall be as manufactured by Hager, model BB1168, standard weight, 5 knuckle, ball bearing, standard pin, US10B finish. Adjust weight and pin design as required for special doors. The County will entertain substitutions.
- **Door Closers** shall be as manufactured by LCN, series 4000. Preferred door control to be surface mount, parallel arm, closer to meet ADA reduced opening force, adjustable backcheck, interior mounting. Finish and color shall be as selected by the design team. The County will entertain substitutions.
- **Wall Stops** shall be as manufactured by Rockwood, model 404, concave solid cast wall stop with concealed fasteners. Bumper and trim color and finish as selected by the design team. The County will entertain substitutions.
- **Floor Stops** shall be as manufactured by Rockwood, model 441, Low dome stop. Adjust model type for floor finish and door undercuts. Bumper and trim finish and colors be as selected by the design team. The County will entertain substitutions.
- **Manual Flush Bolts**, pairs of doors requiring flush bolts shall be as manufactured by Ives Corporation, model FB257N for metal doors and model FB358 for wood doors. Two bolts required per door leaf. Finish shall be as selected by the design team.

## Window(s) and Window Shutters – Hurricane Rated

- In addition to hurricane-rated windows, certain provided in-place window shutter(s) have protection rated for hurricane protection. Recommend Exeter "Storm Shield" or equal. Side mounted piano hinge with internal safety latches (See Attachments).

## DIVISION 09 – FINISHES

### General Notes:

- Drywall shall be manufactured by one manufacturer and no mixing of drywall/sheetrock.

- All mechanical rooms and janitor closets to have ½" cement board on the lower 48" of the walls

**Carpet Tile** – All carpet shall be manufactured from recycled products

***InterFace Floor***

Frequency II Style #1467502500 Color #9427 Routine

Geometry II Style #1469502500 Color #9949 Graphic

Gradient II Style #1469602500 Color #9958 Arc

Geometry II Style #1469502500 Color #9950 Optical

Captivate Style #59554 Color #54730

Kinetic Style #59359 Color #58150

Kinetic Style #59359 Color #58530 InterFace Floor

Geometry II Style #1469502500 Color #9949 Graphic

Gradient II Style #1469602500 Color #9958 Arc

Geometry II Style #1469502500 Color #9950 Optical

***Shaw***

Captivate Style #59554 Color #54730

Kinetic Style #59359 Color #58150

Kinetic Style #59359 Color #58530

**Interior Painting (099123)**

All paint and paint products shall be low or no VOC (volatile organic compounds) whenever possible. Wall paint shall be from Scott Paint Company – 7839 Fruitville Rd, Sarasota, Florida

OR APPROVED EQUAL

Wall Paint - Shall be Scott Paint Co. Dubai Sand #OW 135 Satin Latex Finish (Unless otherwise approved)

Door Frames - Shall be Scott Paint Co. Kitty Kitty #8253 Semigloss Enamel Finish (Unless otherwise approved)

VCT - Shall be selected by Property Management and Used In Common Areas, Hallways, Break Rooms, Under Machinery and Appliances.

**Acoustical Panel Ceilings (095113)**

Acoustical panel ceiling tile shall to be 2 x 2 Armstrong Ultima Beveled Tegular #1911 OR APPROVED EQUAL

Suspension System shall be Prelude XL 15/16" White OR APPROVED EQUAL

**Resilient Base and Accessories (096513)**

Wall base shall be Roppe Corporation, Pinnacle Rubber Base – 4" Standard Toe - Color Black

Adhesive as recommended by manufacturer OR APPROVED EQUAL.

**Gypsum Board (092900)**

Sound transmission coefficient (STC) ratings

- Commissioner's office and conference room – STC 55-65
- Director's office – STC 45-55
- Manager's office – STC 35-45

**Interior Gypsum Board**

- Gypsum Wallboard: ASTM C 1396/C 1396M.
  - Thickness 5/8 inch
  - Long edges: Tapered and featured (rounded or beveled) for prefilling
- Gypsum Board, type X: ASTM C 1396/C 1396M.
  - Thickness 5/8 inch
  - Long Edges: Tapered and featured (rounded or beveled) for prefilling.
- Gypsum Ceiling Board: ASTM C 1396/C 1396M
  - Thickness 5/8 inch
  - Long Edges: Tapered

**Specialty Gypsum Board**

- Glass-Mat Interior Gypsum Board: ASTM C 1658/C 1658M. With fiberglass mat laminated to both sides. Specifically designed for interior use.
- Mold-Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

**Tile Backing Panels**

- Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M, with manufacturer's standard edges. Core: 5/8 inch, Type X. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- Cementious Backer Units: ANSI A 118.9 and ASTM C1288 or 1325, with manufacturer's standard edges. Thickness: 5/8 inch. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.



- Water-Resistance Gypsum Backing Board: ASTM C 1396/C 1396M, with manufacturer's standard edges. Core: 5/8 inch, Type X.

### Trim Accessories

Interior Trim: ASTM C 1047. Material: Galvanized or aluminum-coated steel sheet or rolled zinc and mechanically fastened preferred.

Joint Treatment Materials – General: Comply with ASTM C 475/C 475M.

- Joint Tape:
  - Interior Gypsum Board: Paper
  - Glass-Mat Gypsum Board: 10 by 10 glass mesh.
  - Tile Backing Panels: As recommended by panel manufacturer.
- Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

### Auxiliary Materials:

- Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
- Sound Attenuation Blankets: ASTM C 665, Type 1 (blankets without membrane facing)
- Acoustical Joint sealant: ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings as demonstrated by testing according to ASTM E 90.
- Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

### Finishing of Gypsum Board

Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

Level 1: Ceiling plenum areas, concealed areas, and where indicated.

Level 2: Panels that are substrate for tile.

Level 3: Where wallcoverings are specified as the finish.

Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

Level 5: Where indicated on drawings or where gloss or semi-gloss paints are indicated as the final finish.

- Remove and replace panels that are wet, moisture damaged, and mold damaged.

Panel Products: Obtain all gypsum board and other panel products for gypsum board assembly from a single manufacturer.

### Delivery, Storage and Handling

- Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier
- Store materials inside or under cover to keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.
- Handle gypsum board carefully to prevent damage to edges, ends, or surfaces. Do not bend or otherwise damage metal corner beads and trim.

**Field Conditions**

- Environmental limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- Do not install panels that are wet, those that are moisture-damaged, and those that are mold-damaged.
  - Indications that panels are wet or moisture-damaged include, but are not limited to: discoloration, sagging or irregular shape.
  - Indications that panels are mold-damaged include, but are not limited to: fuzzy or splotchy surface contamination and discoloration.
- Provide adequate building ventilation and room temperature levels for drying joint treatment or finishing materials.

**Protection**

- Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- Remove and replace panels that are wet, moisture damaged include, but are not limited to, discoloration, sagging or irregular shape.
  - Indications that panels are wet or moisture-damaged include, but are not limited to: discoloration, sagging or irregular shape.
  - Indications that panels are mold damaged include: but are not limited to fuzzy, or splotchy surface contamination and discoloration.

**Floors**

- Newly grouted tile shall use SaniGlaze Joint treatment according to guide specifications from SaniGLAZE International, LLC (See Attachments folder)

**DIVISION 10 – SPECIALITIES****Dedication Plaques (101416)**

Manatee County currently requires a dedication plaque be installed on/in new or renovated buildings.

- Size:
1. Small (for smaller bldgs.) 12" wide by 9" high (Less than 50,000 sf)
  2. Large (for larger bldgs.) 24" wide by 18" high (Greater than 50,000 sf)

Mounting Locations: Generally in lobby area of main entrance.

Material: Cast Bronze

Edges: Single Line (Raised)

Textures: Leatherette

Mounting: Prefer blind mount, but rosette mount can be used depending on mounting surface.

Background Color: Brown, recessed

Lettering: Raised

Supply Companies Used:

Environmental Graphics Inc

11232 Challenger Ave., Suite 1

Odessa FL 33556

800-791-5065 or 727-376-5622

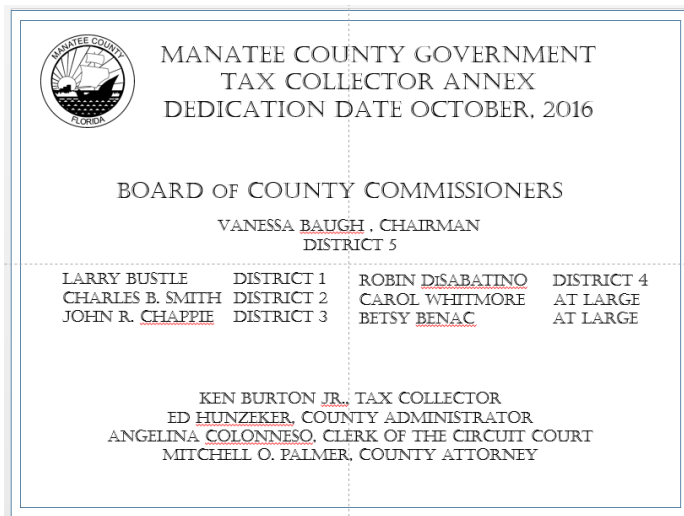
Build signs online, contact: Bob Twinem

2854 Manatee Ave E.


Bradenton, FL 34208

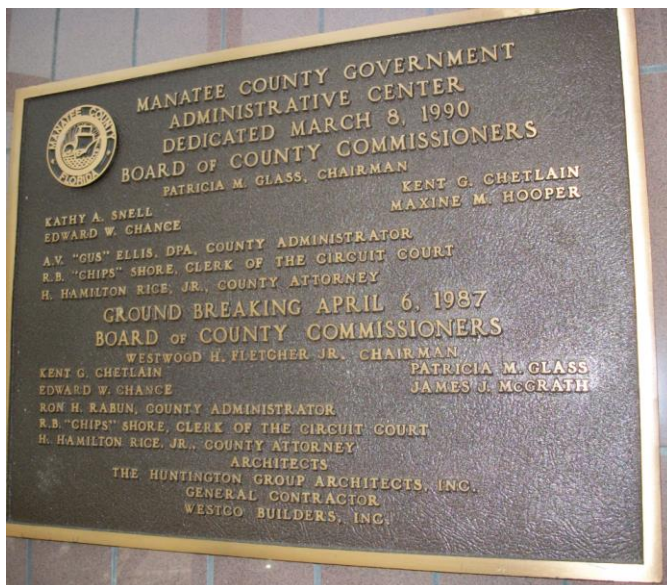
941-748-9400

Example format of Small Dedication Plaque



Example format of Large Dedication Plaque

	<p>MANATEE COUNTY GOVERNMENT SOUTHEAST WATER RECLAMATION FACILITY COMPLETION DATE NOVEMBER XX 2015 BOARD of COUNTY COMMISSIONERS VANESSA BAUGH, CHAIRMAN</p>	
	<p>LARRY BUSTLE CHARLES B. SMITH JOHN R. CHAPPIE</p>	<p>ROBIN DISABATINO CAROL WHITMORE BETSY BENAC</p>
<p>ED HUNZEKER, COUNTY ADMINISTRATOR ANGELINA COLONNESO, CLERK OF THE CIRCUIT COURT MITCHELL O. PALMER, COUNTY ATTORNEY</p>		
<p>PROJECT APPROVAL SEPTEMBER 13, 2012 BOARD of COUNTY COMMISSIONERS</p>		
<p>JOHN R. CHAPPIE, CHAIRMAN</p>		
<p>LARRY BUSTLE MICHAEL GALLEN ROBIN DISABATINO</p>	<p>DONNA HAYES CAROL WHITMORE JOE MCCLASH</p>	
<p>ED HUNZEKER, COUNTY ADMINISTRATOR R.B. "CHIPS" SHORE, CLERK OF THE CIRCUIT COURT MITCHELL O. PALMER, COUNTY ATTORNEY</p>		
<p>ARCHITECTS UGARTE &amp; ASSOCIATES, INC. GENERAL CONTRACTOR NDC CONSTRUCTION COMPANY</p>		



**General Notes:**

- OVERHEAD BRACED OR FLOOR ANCHORED TOILET partitions.

**Restroom Accessories and Requirements (specifications in attachments)**

- All restrooms floors must be sloped and have floor drains
- No in wall trash or wall mounted trash receptacles
- No built in counter top soap dispensers
- Urinals will be water flush type only
- Grab Bars shall have concealed mounting with snap flange trim
- Shower Curtin Rods shall have concealed mounting
- Shower Curtains shall be vinyl opaque white matte with antibacterial and flame retardant agents.
- Internal hose bib required.
- Mirrors and baby changing stations shall be ADA compliant.

**Toilet and Bath Accessories (Specifications in Attachments – Restrooms/Plumbing) (102800)**

- Wall mounted Soap Dispensers shall be Micrell Bag-in-box 800 series item # GOJO9721 OR APPROVED EQUAL
- Wall mounted Multi-Fold Paper Towel Dispensers shall be San Jamar T1790TBK Ultrafold Oceans Large Capacity C-Fold. Color Black OR APPROVED EQUAL
- Wall Mounted Sanitary Napkin Dispenser shall be Rubbermaid RCP 6140WHI - Color: White OR APPROVED EQUAL
- Wall Mounted Toilet Tissue Dispenser twin jumbo roll shall be San Jamar R4000TBK – Color: Black OR APPROVED EQUAL
- Wall Mounted Toilet Seat Cover Dispenser shall be KRYDK100 OR APPROVED EQUAL (check with Carmine on outdoor facilities)
- Coat Hook shall be Bobrick B-212 Clothes Hook and Bumper OR APPROVED EQUAL
- Shower curtain hooks shall be Bobrick B-204-1 OR APPROVED EQUAL
- Folding Shower seat shall be Bobrick B-5181 OR APPROVED EQUAL

**Toilet Compartments**

- Toilet Compartments shall be solid phenolic core overhead braced enclosure, wall hung urinal screen. Doors to be minimum ¾" thick panels, pilaster and walls minimum ½" thick with stainless steel hardware.
- Pilaster Shoes: Formed from stainless-steel sheet, not less than 0.031-inch nominal thickness and 3 inches high.

### Hand / Hair Dryer

- Where applicable, an Xlerator manufactured by Excel Dryer shall be used. The preferred model is an XL-W with preferred operating voltage of either 208/220/240

## DIVISION 11 – EQUIPMENT

### General Notes:

- All new and remodeled buildings shall have a ZOLL AED PLUS Defibrillators. <http://www.heartsmart.com/ZOLL-AED-Plus-Value-Package-p/bus-pkg-plus.htm> or call 1-800-422-8129.
- Commercial-Size Ice Maker(s) Freezers and Refrigerators – Must have an alarm that alerts extreme temperature change.
  - All commercial size automatic ice makers shall where applicable have a waste chill recovery chiller/ exchanger installed on the inlet side of the potable water service. **Benefits – reduces potable water consumption, reduces energy cost to produce ice, less compressor runtime, reduces energy cost to remove heat from the air conditioned area where an ice maker is installed, makes ice faster.**
  - Preferred manufacturer is the Maximicer, Georgetown, TX for ice maker units of the manufacturer Manitowoa, Hoshizaki and Cornelius.
  - Backflow valves or vacuum breakers with shut off cocks and stainless steel hoses are required. A floor sink or drain shall be provided.

## DIVISION 12 - FURNISHINGS

### Roller Shades (122413)

- Roller Shades shall be Hunter Douglas – Designer Screen Shades. Chain and clutch operating mechanism, bead chains with limit stops. Fabric shall be 95% light blocking. Fabric and Finish as selected by owner or Architect from full range of colors. Material is to be flame resistance and comply with NFPA 701 Class A OR APPROVED EQUAL.

## DIVISION 21 – FIRE SUPPRESSION

### Fire Alarm

- Firelite or Silent Nite are preferred systems.
- All fire systems and peripheral devices shall be non-proprietary.
- All systems shall be full addressable, voice-evacuation fire alarm systems.
- All applicable and current codes and regulations for the jurisdiction shall be met or exceeded.

- All fire alarm raceway(s) junction box(s) lids and covers shall appear in the color red. Single panels with auto dialer and fire alarm access at the entry.

### **Fire Sprinkler**

- Shall be a dry pre-action type in data rooms. All others shall be wet type systems.
- Shall have a reduced pressure backflow preventer.

## **DIVISION 22 - PLUMBING**

### **Piping**

- Use CPVC Schedule 40 or 80 (if and or when required due to its application).
- Use PVC Schedule 40 or 80 (if and or when required due to its application.)
- May use PVC schedule 40 or 80 for DWV (Drain-Waste-Vent).
- The use of Hard Copper Type K is permitted.
- No galvanized steel is permitted.
- No cast iron is permitted.
- Provide insulation on all interior roof drain-piping vertical and horizontal for sound attenuation. Provide insulation for all domestic and solar hot water supply, return, and chilled water supply and return piping in accordance with the Florida Energy Code and Florida Building Code.

### **Clean Outs**

- Shall be one at the base of each and every stack and in accordance with the Florida Plumbing Code and in accordance with FPC 2014; Section 708.

### **Trap Primers**

- No automatic trap primers shall be installed on County properties.
- Preferred – Trap primer tail piece (waste line fed).

### **Backflow Prevention – Potable Water Service**

- Shall be the type RPZ (reduced flow) backflow preventer.
- On services four (4) inches and larger, a bypass service line with a backflow preventer shall be installed on the same water (main) service. This feature will permit servicing and testing of the main backflow preventer without total interruption of water service to the site.
- Sizing the bypass line - shall be equal to ½ of that of the main water service line.
- Reference Manatee County Utilities standards for requirements.
- Water meters preferred to be used in cooling towers for cost reduction in the sewer bills.



**Faucets**

- Metering (manual) faucets shall be used at all public and private wash sinks intended for hand washing.
- Faucets should have no exposed set screws and replacement parts that are readily available.
- All faucets in public and private wash areas shall have an aerator installed on it that does not exceed 0.05 gpm flow, and shall be vandal-resistant. When available a recessed aerator shall be used. Ganged employee wash areas should have an aerator with flow not to exceed 1.0 gpm.
- All exposed components / parts shall be constructed and made of metal.
- All faucets shall meet or exceed current ADA Standards.
- Faucet spacing shall be on 4-inch centers.

**Sinks - Bathroom**

- All sinks are to be china unless otherwise notes.
- Sinks in office buildings, community centers, libraries, and fire stations may be made of porcelain or stainless.
- Parks and public outdoor restrooms shall be stainless. Staff accessible (locked) restrooms may also use composite material, wall-hung singles, or multiple basin formed with countertops.
- All ADA sinks shall meet insulation and protection requirements in accordance with the Florida Plumbing Code.

**Valves – Devices, Systems, Branch Lines**

- All valves shall be ball-valve, shut-offs only. Larger valves (4 inch and above) for chilled water mains shall be butterfly or gate-type with remote or motorized operators.
- Each plumbing device fixture shall have shut-offs.
- All hot and cold, water mains to a multiple fixture area shall have ball shut off valves installed for isolation. Access panels or ceiling tiles shall be marked with a blue dot sticker on the metal portion of the panel.
- The contractor shall provide a valve list with plastic valve tags on each main shut off valve installed.
- Parks and outdoor public restrooms shall have internal hose bibs on the sink in a lockable water box.
- Parks and outdoor public restrooms shall be equipped with floor drains.

**Flush Valves**

- Manual flush valves are preferred in place of sensor type in staff areas. 1.6 gpf toilet, and 0.125 gpf urinal
- Where sensor flush detection is used there shall also be a manual mechanical override flush button. Adjustable flow for 0.5 to 3.5 gpf.



- All flush valves shall be manufactured by Sloan as preferred manufacturer and be of solid brass construction.

### **Shower Head(s)**

- Shower heads installed for public areas, gyms, recreation and employee fitness centers shall be ultra-low flow.

### **Urinal**

- Preferred manufacturer: Sloan.
- All urinals shall use water rated at 0.125 gpf. No waterless urinals shall be used.
- Public outdoor restroom(s) remote flush valves in chase are preferred.

### **Water Closet – Non-Correctional**

- Preferred water closet with oversized discharge.
- Tank water closets are not preferred.

### **Hot Water Heaters – Electric / Gas**

- Thermal solar hot water heating is encouraged to be a part of all hot water heating applications as a primary source with gas or electric heating as backup and or supplemental.
- Natural gas when available is the fuel source of choice.
- Instant flow tankless hot water heater(s) shall be used if applicable to the usage and demand.
- All 10 to 30 gallon electric hot water heaters dedicated to restrooms or break rooms shall have a timer switch controlling the off/on periods or be connected to the BAS.
- Efficiencies shall meet or exceed the Florida Energy Code.

### **Hot Water Systems with Circulating Pumps**

- Where applicable, a timer switch or the BAS shall cycle off/on all circulating pumps dedicated to wash sink or shower hot water delivery.

### **Domestic Water Pumps**

- All domestic water pumps shall be connected to generator power when available.

**DIVISION 23 - HVAC SYSTEM**

- Major components shall have a 5 Year warranty.
- Separate pricing shall be allowed for extended warranties.
- Building Automation System (BAS) shall be Automated Logic Systems Web Control only and integrated into the counties existing Building Automation Network.
- The BAS shall record, control, monitor and manage temperature, proper humidity and CO2 levels within the facility. ***Note: Humidity and CO2 sensors shall be placed in return air duct(s) of each air handler/unit servicing that facility.*** The energy code requires CO2 is units over 3000 cfm.
- Generator circuits, when available shall power all HVAC equipment controls.
- Chiller systems are preferred over a DX system. Energy savings must be considered in size of systems.
- DX high efficiency 16 SEER minimum rated with preconditioned outdoor air system sized for the air handler
- Condensate shut down/ alarm switches shall be installed on all condensate line traps.
- Duct-board is not allowed. All supply, return, outdoor air intakes, plenums, and smoke exhaust plenum ducts are to be externally insulated.
- Motorized fans in the Variable Air Volume (VAV) box are not allowed.
- No more than two rooms shall be on a single VAV box.
- HVAC system must maintain positive building pressure except where noted.
- Standards that apply are the Florida Mechanical Code, ASHRAE Healthcare Ventilation Standard. Water and Wastewater design standards also apply to ventilation on specific buildings.
- Outside air (makeup) shall utilize a VAV box for air monitoring to control building pressure and CO2. Airflow measuring stations shall be reviewed as an option.
- Variable Frequency Drives shall be used wherever applicable and be controlled by the BAS.
  - Programmable thermostats are required by the Florida Energy Code on small buildings.
- Sound attenuation shall be used to reduce noise transfer. All conference, meeting and study rooms/areas shall be separate with a separate ducted return.
- Insulation shall meet the Florida Energy Code section 403.2.8 and be covered to resist condensation build up.
- Variable speed drives shall be considered on all Air Handling Units.
- Rooms, areas designated or planned for data processing or needing 24 hour cooling, shall be sized accordingly for HVAC chill water AND have DX systems for night time and weekend cooling. Where no chiller is used, dual DX systems are required. Data DX cooling is to be stand alone and controlled by local thermostats and monitored by the BAS.
- Each Air Handling Unit / Fan Coil Unit shall have an isolation valve or valves.
- Each supply air diffuser shall have an air balance damper.
- All Mechanical spaces shall have floor drains and floors with slope that pitch to the drain.
- Data Centers or other areas needing 24/7 cooling services shall have dedicated DX systems connected to emergency generator power for night time cooling and chill water cooling for normal occupancy. If no chilled water is available, two sources of DX cooling will be installed in each space.

- Water sensors shall be installed on all data systems under floor for alarm through the BAS control system and shut down.
- Buildings with chillers shall have chilled water piping and valves installed for a quick connection rental chiller.
- A UL-listed kitchen hood make-up air system and duct work with chemical extinguisher and power/fuel supply shutdown and fire alarm connection shall be installed on commercial kitchen systems as requested and as required for specific cooking appliances in accordance with the Florida Building Code.
- On the ceiling metal frame or access panel, a red dot shall be installed for the location of each variable air volume box and inline exhaust fan installed for maintenance access.
- Small buildings required specific products similar to residential split air handler/ fan coils with separate heat pumps or air -cooled condensers. EER shall be 16 or greater to meet the Florida Energy Code. Rooftop units are also an option.
- Package terminal units may be considered in small locations such as Emergency response rooms?
- Coil coating is required on evaporator and condenser coils.
- Ductwork type and insulation shall meet SMACNA standards for sheet metal, pressure class, duct sealing is preferred for duct above 2" static pressure. The Florida Energy Code requires insulation and application.
- Building air and water balance testing is required by the Florida Energy Code.

## **DIVISION 26 – ELECTRICAL**

**General Notes: There are .pdf documents for lighting and electrical in the Attachments folder.**

- No Incandescent lamps shall be used.
- No U-Tube fluorescent lamps shall be used.
- No Metal Halide, Mercury, or HPS lighting shall be installed indoors.
- Lighting shall be designed using current industry standards and proper foot-candle requirements for the application. General lighting in office, bathrooms, and hallways shall include automatic sensor control.
- Do not mount any lighting hard wire to any shelving or other floor mounted furniture.
- Modular furniture shall be grounded and UL listed. Power and data connections shall be by wiremold and MC cable.
- In lieu of conduit, MC capable may be used for lighting and is permitted only for control wiring and fixture whips.
- Remote ballast shall be identified on ceiling grid system and as-built drawings.
- Building lighting control systems shall be Leviton and Lutron computerized controls, motion sensors, and daylight harvesting should be incorporated and used. All sites using this system will require the Lutron and Leviton software application program for trouble shooting and program maintenance for 3 years to be included with the system installation and also include operator training.
- Buildings over 5000 square feet require lighting controls per the Florida Energy code.
- All exterior lightning is to be controlled by exterior lighting sensors if no Building Automation System (BAS) is installed. No time clocks are to be used.

- Where dimming ballasts are interfaced with a variable voltage lighting system, be it new or existing, all components shall be approved in writing by each manufacturer as being an approved device cable of interfacing and functioning properly with one another.
- 277-volt lighting fixtures (exception – canister fixtures) shall be first choice where applicable to design and building power system voltages are available.
- All electrical distribution panels shall be completely labeled as to what device or system each breaker services. Normal non-generator power shall be labeled black and white, generator power panels shall be labeled green with white background, and UPS panels shall be labeled blue with white background. All building receptacles, lighting pull boxes, and wall switches shall have circuits noted in marker inside the pull box for each room.
- Every building with an electrical generator (and associated auto transfer switching) shall also have a double throw disconnect designed for easy and quick connection of a rental generator. The switch is to be located on the exterior of the building in an area that allows for the rental generator space. Each double throw disconnect shall also have a control circuit installed for automatic start / stop of the rental generator.
- Buildings without a generator shall also have a double throw disconnect for a rental generator connection, as determined by Property Management.
- Buildings with chillers shall have a disconnect installed and wired for a rental chiller connection. Disconnect is to be sized to support the full load of the chiller system. There shall also be chilled water piping and valves installed to where the portable rented chiller is designed to be parked.
- All buildings shall have the load electrically balanced by the electrical contractor at the project construction completion. The Engineer of record, in writing to Property Management, shall confirm this process.
- The Engineer of Record will confirm as a written observance of the on-site electrical contractor prior to termination of electrical power being applied to the building that all electrical devices and connections are Forward Rotation. No reverse rotation electrical connections are allowed. The contractor shall schedule a time when the Owner and Engineer are available for onsite testing. Each electrical panel shall be verified and documented by the electrician that it is in the forward rotation.
- Communication and Electrical conduits under soft ground, grassy areas, and shell parking areas must be fully encased in 12" of concrete. Soft ground being not under streets and paved parking areas.

#### **Office / Corridor Lighting (General)**

- Shall be LED for new or retrofitting. All retrofit kits shall be DLC tested and listed.
- Shall use electronic ballast, Programmed Start, and shall be high efficiency 120 volt - 277 volt.
- Levitron USB Charger devices to be installed for new construction and renovations (see attachment).
- No internal emergency battery backed ballast shall be used.
- Ballast voltage shall be 277 volt where applicable or 120 volt as an alternate.
- Each fixture shall have a sized internal line fuse and holder accessible at the ballast for disconnection of power at the fixture.
- All lamps shall have a minimum K-Value of 4100k.

**Hi-Bay Warehouse & Storage / Recreational Lighting**

- Shall be LED lighting or induction where there is constant high temperature.
- Ballast, generator voltage shall be 277 volt where applicable or 120 volt as an alternate.
- Each fixture shall have a sized internal line fuse and holder accessible at the ballast.
- All light fixtures installed in a gymnasium atmosphere shall have a wire guard protecting the fixture and or lamps.
- All lamps shall have a minimum K-Value of 4100 k.

**Recessed Indoor Canister and Exterior Canopy Lighting**

- All canister light fixtures shall be LED.
- All installed exterior lighting shall be LED and so designed and labeled for outdoor use.
- All fixtures shall be vandal resistant.

**Exit & Emergency Wall-Pak Lights**

- Shall be LED lamp(s) only.
- Legend (Word - Exit) shall be the color – Red
- Combination Exit and Emergency Lights may be used where applicable.

**Flag Pole Lighting**

- Fixture(s) shall be LED lighting.

**Lightning Protection**

- When required, shall be protected by the Preventor™, or an approved equal, employing a single air terminal. The Lightning system shall be UL listed and provide an insurance certificate. The system shall comply with the current National Fire Protection codes and IEEE standards. A master label system shall be provided with the installation.

**Parking Lot / Security / Façade Lighting**

- Shall Be LED lighting.
- Pole shall have an internal wire chase with hand hole at ground level and pole top where available.

**Beach & Specialty Lighting**

- All water front lighting, in or near ocean environments, shall meet or exceed Manatee Counties Water Front (Sea Turtle- Amber Lighting) requirements.

**Automatic Transfer Switches (263600)**

- Provide and install automatic transfer switches for both new and remodel construction (See “Automatic Transfer Switches” in Lighting-Electrical Attachment Folder).

**Electric Service Distribution**

- New and modified electrical distribution service(s) 400 amp and larger shall be balanced to an acceptable level per industry standards with lighting and support systems on and functioning. Phasing shall be verified and confirmed to be forward rotation.
- Written documentation of electrical balance is required for each panel.
- Real time current and voltage readings per phase primary and secondary at the main transformer and distribution point shall be noted, and a written report given to Property Management Department showing all readings with time of day, day of week reading were obtained.
- All new panels and disconnects are to match existing equipment manufacturer in remodels.
- New structures – Square D is the preferred manufacturer.
- Surge suppression with visual indicator(s) on all main and branch panels.
- All switches and receptacles are to be spec grade, 20-amp minimum.
- All circuits shall be identified on the faceplate of all devices.
- All panel board circuit breaker panels, disconnects shall be clearly labeled and have a legend
- Typed, not hand-written panel schedules shall be installed in all panels by the electrical contractor. All panels and distribution systems shall be exterior labeled in accordance with the National Electrical Code.
- Phase Loss / Phase Monitoring on all 3 Phase motors, equipment and systems.
- Transient voltage suppressors meeting NEC requirements shall be provided for all incoming services from a utility or portable generator.
- Amperage balance of panels is required to reduce neutral currents and save energy.
- Phase rotation shall be verified and documented by the electrician and contractor after installation.

**Generators and Transfer Switches**

- Preferred manufacturers are Caterpillar, Kohler, and Cummings.
- Preferred engine type – diesel. Natural Gas where available.
- Fuel Storage requirement, runtime shall be 168 hours (minimum) with onsite fuel loaded to 90% capacity and an electrical load based on a 75% power load.
- Option at facility/site with no installed generator: install one (sized to branch electrical panel) transfer switch that is isolated to that branch panel for powering limited lighting, communications, alarms, and electrical outlets for the purpose of powering this location with a portable generator so sized and rated for the application and load.
- An outdoor accessible plug for a trailer mounted or vehicle mounted generator: Provide and install one generator power female plug, dead-Front, amp size as

needed, 3 - wire, 4 - pole switched with one circuit breaker serving as a disconnect switch and or all sized and rated for that locations panel voltage and load. Verify plug assembly is available. A NEMA 3R weatherproof wiretap box (IT pole cabinet) may be required if power requirements exceed the nominal plug size (see Attachment).

- If load control is employed, NESHAP requirements need to be met.
- Generator plugs manufactured by Hubbell are preferred.
- Automatic transfer and manual transfer switches shall have a manual bypass function.
- Transfer switches shall meet or exceed the fault current rating and shall UL listed for the proposed functions.
- The ATS manufacturer shall be certified to ISO 9001 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001.

#### **Exterior Signage with Lighting / Messaging Boards**

- No metered service shall be installed solely dedicated to any signage/messaging board applications.

#### **Standard Data/Voice Cabling Requirements - Refer to Attachments Folder**

#### **Security**

- All camera installations shall follow and be approved through Manatee County Policy and Procedure number 606.003 (See Policy in Attachments folder)

### **DIVISION 31 – EARTHWORK**

**General Note:** Manatee County Public Works Roadway and Drainage design Standards shall be utilized.

- All existing trees on the site need to be barricaded with 2" X 2" posts and rope, colored tape, or wood to prevent any vehicular traffic or power equipment (mixers etc.) in that area during the whole construction process. This barricade should be at the drip line at a minimum and extend out farther wherever possible.
- All rinsing, washing or dumping of construction products or equipment should be in a designated area only. This area should be away from existing trees and future planting locations.
- Before final grade, the contractor needs to totally clean the site of debris, spillage and do a thorough cleanup of rinse areas and dumpster locations
- Preferred final grade material is grey surface sand with a neutral pH (6.0 – 7.5).
- Final grade should ensure proper drainage away from building and into onsite retention/detention mechanisms.

## **DIVISION 32 – Exterior Improvements**

### **General Notes:**

Where both communication and electrical conduits are placed under soft ground, grassy areas, and shell parking areas must be fully encased in 12" of concrete. Soft ground being not under streets and paved parking areas.

- **Asphalt Paving (Section 32-1216)** – Refer to Attachments Folder
- **Chain Link Fencing (Section 32-3113)** – Refer to Attachments Folder
- **Porous Flexible Paving (Section 32-1243)** – Refer to Attachments Folder

### **PERMEABLE PAVERS – POURIOUS FLEXIBLE PAVING**

For vehicle and traffic loads for gravel or grass overflow parking lots, driveways, fire lanes, etc., use "TrueGrid" or APPROVED equal permeable pavers. Made in the U.S.A. and 100% post-consumer recycled material. (See TrueGrid Porous Flexible Paving Specifications and product in Attachments folder).

### **IRRIGATION**

All installations regarding water conservation should at a minimum have:

- Functioning rain sensor.
- Separate zones for turf and plant bed areas.
- Timer capable of dual programming.
- Use of low volume emitters or drip tube in plant bed areas.
- Use of reclaimed water whenever possible. Potable urban water is the last choice for a water source.
- Netafim drip irrigation should be used on all new projects and will be installed to manufacturer's specifications.
- System will be designed for 100% coverage of all bed areas and newly planted trees.  
NOTE: Identify and "avoid" planting on existing irrigation system.
- Each tree will have its own emitters/bubbler.
- Determination on whether to irrigate turf will be made on a per project basis by **County horticulture staff**.
- If a cistern is to be the main water source, a backup source needs to be provided for times of drought.
- Piping material should be Class 160 or Schedule 40. Depth is 18 to 24 inches.

### **Controller (Irrigation)**

- For new installation, controller (minimum requirement) shall be Rainbird ESP-LXD for 2-wire systems and the ESP-LXME/ESPLXMEF for traditionally wired systems (wire running from each valve to the controller along with a ground wire). Each system will communicate with the Manatee County Rainbird master IQ system.



- Master Valve (electrical) in mainline water source for each area.
- Heads – Replace all heads with the same head and nozzle (or equivalent PR and coverage area, if same head is not available). Hunter for rotors (I-20, I-25, I-40 and I-90) and Toro for sprayheads (570s).
- Valves – The standard for Installation or replacement of valves is the Irritrol (P100s) valve on sites with “clean water” and Irritrol (100s-retrofit kit which includes diaphragm assembly with continuous scrubbing mechanism) “scrubber” valves where reclaimed water is in use.

### Integrated Pest Management

- Integrated Pest management is the method of pest management in all County activities including those carried out by contractors and vendors.
- Preferred termite treatments, in order of preference, include pre-treat with borate based products during construction, approved exterior bating systems, or the use of Disodim Octaborate Tetrahydrate (DOT) lumber or a pre-approved baiting system (see Other Attachment folder).
- When borate pre-treat process is used, blue die should be included in the spray mix to verify coverage.
- To better prevent future pest infestations, all cracks, seals and penetrations need to be 100% sealed. Special attention needs to be paid to abandoned roof drains, and other plumbing pipes to ensure that they are sealed and will not allow rodents to enter the building.
- Where a structure has bay doors or a section of the building with outside exposure, the air-conditioned portion need to be 100% sealed to prevent pest invasions.
- Cistern design will take into account the prevention of mold growth, breeding mosquitoes and other pest and structural problems. Cisterns and other water storage devices shall not share a common wall with interior spaces.

### County Graphic Standards for County Logo and Logo colors

- Colors for printing in Pantone Matching systems, CMYK and RGB-colorsystems are addressed in the County Standard and must be matched to these color system codes. Refer to the *Manatee County Graphic Standards Style Guide*. (Located in Other attachment folder).

**CLOSEOUT PROCEDURES (DIVISION 01, Section U017700)**

This section includes administrative and procedural requirements for contract closeout, including, but not limited to the following:

1. Substantial Completion Procedures
2. Final Completion Procedures
3. Warranties
4. Repair of the Work
5. Building Information Modeling (BIM)

***Related Requirements:***

1. "Photographic Documentation" for submitting final completion construction photographic documentation.
2. "Execution Requirements" for process cleaning of Project site.
3. "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. "Demonstration and Training" for requirements for instructing Owner's personnel.

**SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's list of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's Punch list), indicating the value of each items on the list and reasons why the Work is incomplete.
- B. Submittals prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at the time of request.
  1. Submit closeout submittals specified in other Division 01 sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys and similar final record information.
  2. Submit closeout submittals specified in the individual Sections, including specific warranties, workmanship bonds, maintenance material service agreements, final certifications, and similar documents.
  3. Submit maintenance material submittals specified in individual sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number, where applicable.
  4. Submit test/adjust/balance records.
- C. Procedures Prior to substantial completion: Complete the following a minimum of 10 days prior to requesting Inspection for determining date of Substantial completion. List items below that are incomplete at the time of the request.
  1. Advice Owner of pending insurance changeover requirements
  2. Make final changeover of permanent locks and deliver keys to Owner. Advice Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment and systems. Submit demonstration and training video recordings specified in Section 01820 "Demonstration of Training."
  6. Advise Owner of changeover in all utilities.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance. (See Attachment - *Final Reconciliation, Warranty Period Declaration and Contractor affidavit*).
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will review a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the work identified in previous inspections as incomplete is completed or corrected.

**LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding to the interior.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name
    - b. Date
    - c. Name of Architect
    - d. Name of Construction Manager
    - e. Page number

**SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor and building official.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ of 11 inch paper.
  - 2. Provide heavy paper dividers with plastic covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  1. Remove and replace chipped, scratched and broken glass, reflective surfaces, and other damaged transparent materials.
  2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over “UL” and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures (LED).

## BUILDING INFORMATION MODELING (BIM)

Building information modeling (BIM) is the equivalent of digitalization in the construction industry: It is a digitally supported process for planning, constructing and operating buildings that enables a significant productivity increase in the construction industry.

An overall BIM approach should be used for the design-build process by contracted County architectural, engineering and construction firms. Products, solutions and services reflect the whole building lifecycle, all disciplines in the building, the various user and customer types, the different energy forms and the hardware and software products used in buildings.

Construction projects are faced with numerous challenges and obstacles, lack of coordination on construction sites, unreliable schedules and costs, insufficient quality and planning errors or inaccurate, incomplete plans as well as a lack of cooperation. The BIM process will help eliminate those challenges and obstacles.

The BIM process is built on four principles:

**Build twice:** Building twice is actually more efficient: first the digital model, then the actual construction process. This leads to better coordination, early or no errors and clash detection between all trades for a faster overall construction process with fewer errors.

**Build and plan together:** All stakeholders are involved in the planning process so changes can be made in the model, change orders and time-intensive modifications on the construction site can be avoided.

**Create data only once:** It is much more efficient to invest more time in a highly accurate plan than to send someone into the building with a folding yardstick to re-measure.

**For the entire lifecycle:** Today, the focus of BIM is merely on planning. But BIM has benefits for the entire lifecycle of the building. The data model facilitates service, maintenance and disposal.

*Source: Siemens website*

**OPERATION AND MAINTENANCE DATA (DIVISION 01, Section 017823)**

This section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory
2. Emergency Manuals
3. Operation Manuals for systems, subsystems and equipment
4. Product maintenance manuals
5. Systems and equipment maintenance manuals

**CLOSEOUT SUBMITTALS**

- A. Manual content: Submit reviewed manual content formatted and organized as required.
  1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include complete electronically linked operations and maintenance directory.
    - b. Enable inserted reviewer Comments on draft submittals.
  - B. Four paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return all copies to be forwarded to the owner.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training.

**OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY**

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
  1. List of documents.
  2. List of systems.

3. List of equipment.
- B. Title page: Include the following information:
1. Subject Matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of Submittal.
  5. Name and contact information for Construction Manager.
  6. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by the manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered binders, in thickness necessary to accommodate contents, sized to hold 8 ½ by 11 inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversized sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related



components. Cross-reference other binders if necessary to provide essential information for property operation or maintenance of equipment or system.

- b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL" Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8 ½ X 11 inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold and insert into binder.

If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents and drawing locations.

## EMERGENCY MANUALS

- A. Organization: Organize manual into separate sections for each of the following:
  1. Type of Emergency
  2. Emergency Instructions
  3. Emergency Procedures
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment and component.
  1. Fire.
  2. Water leak.
  3. Water outage.
  4. System, subsystem, or equipment failure.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier and signals. Include

responsibilities of Owner's operating personnel for notification of Installer, supplier and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable.

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

**OPERATIONS MANUALS:**

A. In addition to requirements in this Section, include operation data required in individual sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria, if Contractor has delegated design responsibility.
3. Operating standards,
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.

7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following as applicable:
1. Startup Procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

#### **PRODUCT MAINTENANCE MANUALS:**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds as described below.
- B. Source information: List each product included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following as applicable:
1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include Manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include lists of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

### SYSTEMS AND EQUIPMENT MAINTENANCE

List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or scheduled designation or identifier where applicable.

- A. Manufacturers' maintenance Documentation: Manufacturer's maintenance documentation including the following information for each component part or piece of equipment.
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- B. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair and replacement and reassembly instructions.
  - 5. Aligning, adjusting and checking instructions.
  - 6. Demonstration and training video recording, if available.

- C. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- D. Spare parts List and Source information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- E. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

**OTHER GENERAL MANUAL INFORMATION:**

- A. Operation and Maintenance Documentation Director: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturer's Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data includes more than one items in a tabular format, identify each items using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data to illustrate control sequence and flow diagrams. Coordinate these drawings

with information contained in record Drawings to ensure correct illustration of completed installation.

**PROJECT RECORD DOCUMENTS (DIVISION 01, Section 017839)**

This section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
  2. Record Specifications.
  3. Record Product Data.
  4. Building Information Management (BIM) System
- A. Related Requirements:
1. "Closeout Procedures" for general closeout procedures.
  2. "Operation and Maintenance Data: for operation and maintenance manual requirements.

**CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
1. Submit 2 set(s) of marked-up record prints.
  2. Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit 1 paper copy-set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one of file prints.
      - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit three paper-copy set(s) of marked up record prints.
      - 2) Submit PDF electronic files of scanned record prints and three set(s) of prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit three paper copies and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit three paper copies and annotated PDF electronic files and directories of each submittal.

\*Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

- D. Reports: Submit written report indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## RECORD DRAWINGS

Record prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

- A. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
  - 1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - 2. Accurately record information in an acceptable drawing technique.
  - 3. Record data as soon as possible after obtaining it.
  - 4. Record and check the markup before enclosing concealed installations.
  - 5. Cross-reference record prints to corresponding archive photographic documentation.
- B. Content: Types of items requiring marking include, but are not limited to the following:
  - 1. Dimensional changes to Drawings.
  - 2. Revisions to details shown on Drawings.
  - 3. Depths of foundations below first floor.
  - 4. Locations and depths of underground utilities
  - 5. Revisions to routing of piping and conduits.
  - 6. Revisions to electrical circuitry and controls including low voltage
  - 7. Actual equipment locations.
  - 8. Duct size and routing.
  - 9. Locations of concealed internal utilities.
  - 10. Changes made by Change Order or work change Directive.
  - 11. Changes made following Architect's written orders.



12. Details not on the original Contract Drawings.
13. Field records for variable and concealed conditions.
14. Record information on the Work that is shown only schematically.

Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

Mark important additional information that was either shown schematically or omitted from original Drawings.

Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- C. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redrawn and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the contract Drawings for use in recording information.
    - a. Architect will provide data file layer information. Record markups in separate layers.
- D. Format: identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification.

4. Identification: As follows:
  - a. Project name
  - b. Date
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Architect
  - e. Name of Construction Manager

## RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished including substitutions and product options selected
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record Product Data has been submitted in operation as record Product Data.
  5. Note related Change Orders, record Product data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file and scanned PDF electronic file(s) of marked-up paper copy of Product Data.
  1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each items of record Product Data.

**RECORD AND MAINTENANCE**

Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until the end of Project.

Provide access to project record documents for Architect's and owner's reference during normal working hours.

### **DEMONSTRATION AND TRAINING**

Administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

#### **Closeout Submittals**

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.
  2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification of front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
  3. Transcript: Prepared in PDF electronic format. Include a cover sheet with the same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recordings on each page.
  4. At completion of training, submit complete training manual(s) for Owner's use.
  5. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
  6. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
  7. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## Instruction Program

Program Structure: Develop an instruction program that includes individual training modules for each system, as required.

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
  - a. System, subsystem, and equipment descriptions.
  - b. Performance and design criteria if Contractor is delegated design responsibility.
  - c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
2. Documentation: Review the following items in detail:
  - a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limit.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.

- h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Troubleshooting: Include the following:
- a. Diagnostic instructions
  - b. Test and inspection procedures.
6. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.

### Demonstration and Training Video Recordings

General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

At beginning of each training module, record each chart containing learning objective and lesson outline.

Video: Provide minimum 640 X 480 video resolution converted to mp4 format file type or a format file type acceptable to Owner, on electronic media.

- 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
- 2. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
- 3. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
  - a. Name of Contractor/Installer.
  - b. Business address.
  - c. Business phone number.

- d. Point of contact.
- e. E-mail address.

Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.
  - a. Produce segments to present a single significant piece of equipment per segment.
  - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
  - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

1. Furnish additional portable lighting as required.

Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

## CONSTRUCTION CLEANING

### Part 1 – General

#### 1.01 Related work

- a. The Drawings and provisions of the General Conditions, Supplementary Conditions and the Sections included under Division 1, General requirements are included as part of this Section as though bound herein.

#### 1.02 Summary

- a. The Contractor shall act on behalf of the Owner pertaining to the clean-up responsibilities that are a part of the Contractor's Work. "Cleaning-Up," included in the General Conditions and the statement concerning cleaning-up which is included in the Scope of Work.

#### 1.03 Daily Cleaning

- a. Contractor shall remove his trash and debris to on site disposal units (Dumpsters) to guard against fire and safety hazards as well as to provide a more efficient construction operation. If this cleaning is not performed to the satisfaction of the Owner and the Architect, it will be performed for the Contractor at his expense.

#### 1.04 Routine cleaning

- a. Each Friday afternoon, or as directed by Owner, Contractor shall perform an overall cleanup of the Project, including a broom cleaning of appropriate surfaces. The trades shall remove their trash and debris from the building site to the trash collection location promptly upon its accumulation and in no event later than the Contractor's regular Friday general cleanup. The Contractor shall provide a suitable location on the site with a sufficient quantity of trash bins and shall be responsible for the removal of trash from the site. If this cleaning is not performed to the satisfaction of the Owner and the Architect, it will be performed for the Contractor at his expense.

#### 1.05 Final Cleaning

- a. Contractor shall perform an overall cleanup of the entire site, including a broom cleaning and dusting of appropriate surfaces. Vacuuming of carpets, three coats of wax to VCT flooring and buffing of rubber flooring. The trades shall remove their trash and debris from the building and site to the legal trash collection location.

**b. If this cleaning is not performed to the satisfaction of the Owner and the Architect, it will be performed for the Contractor at his expense.**

**c. Contractor shall also provide special/institutional cleaning as part of the final cleaning. This work shall be sub-contracted to a professional cleaning service.**

#### 1.06 Trash Container(s)



- a. The Contractor shall provide dumpster type trash container(s) that are adequately sized for the waste, debris and trash for the life of the Project.
- b. The Contractor shall legally dispose of container(s) contents weekly or at more frequent intervals if required by inadequate container capacity.
- c. Oily and/or other volatile waste and trash shall not be placed in the standard trash containers, but shall be stored in separate approved containers in an exterior location at least 100 feet from the building until legally disposed offsite.

#### 1.07 Cleaning Safety Requirements

- a. Comply with authorities having jurisdiction and AGC recommendations. Submit and make available MSDS information on each cleaning product on the project site.
- b. Hazards Control:
  - 1. Store volatile wastes in covered metal containers and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- c. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury trash and waste materials on project site.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.

### **Part 2 – Products**

#### 2.01 Materials

- a. Use only cleaning materials recommended by manufacturer or surface to be cleaned.
- b. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

#### 3.01 Daily Cleaning

- a. Contractor shall execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and trash.
- b. Daily, during progress of work, clean site and public properties and dispose of waste materials, debris and trash in dumpster type trash container provided under this Section.

- c. Schedule cleaning operation so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- d. Place no new work on dirty surfaces.
- e. No construction debris shall be buried into walls, partitions or ceilings.

### 3.02 Routine Cleaning

- a. Weekly or at more frequent intervals if work activities justify same, perform the following cleaning. This includes all dirt, dust, debris not identifiable as part of a Contract. Broom clean floor and paved surfaces; rake clean other surfaces of ground.
- b. Maintain cleaning throughout the life of the Project.
- c. Should the Contractor fail in the performance of this Work, the Owner may perform such Work and back charge the Contractor.

### 3.03 Final Cleaning

- a. Contractor shall perform his respective final cleanup and shall leave the Work of the complete Project in clean, neat condition.
- b. Employ experienced cleaning company for final cleaning.
- c. The following are examples, but not by the way of limitation, of cleaning levels required:
  - 1. Remove labels which are not required as permanent labels.
  - 2. Clean transparent materials, including mirrors and window/door glass to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken new or existing glass materials damaged during construction. Clean both interior and exterior of windows.
  - 3. Clean exposed exterior and interior hard – surfaced finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances.
    - a. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
  - 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
  - 5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
  - 6. Clean concrete floors in unoccupied spaces broom clean.

7. Vacuum clean carpeted surfaces and similar soft surfaces.
8. Clean plumbing fixtures to sanitary condition, free of stains, including those resulting from water exposure.
9. Clean light fixtures and lamps so as to function with full efficiency.
10. Clean project site (hard and grounds), including landscape development areas of litter and foreign substances. Sweep paved areas to a broom-clean condition, remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved to a smooth, even textured surface.
11. Clean out storm drains and catch basins.
12. Final floor maintenance (sweeping, mopping, sealing, and waxing).
  - a. VCT Flooring to have three coats of wax applied prior to owner acceptance.
  - b. Rubber flooring to be buffed as noted by manufacturer prior to owner acceptance.
13. Cleaning of surfaces with detergent or mild chemical solvent type cleaners as required to remove dirt and stains. Verify compatibility of cleaners and surfaces prior to use.
14. Dusting and waxing of finished surfaces (example casework, countertops, window trim and other equipment and furniture items).
15. Coordinate with Owners maintenance staff for normal cleaning procedures used to assure compatibility.
16. Replace all air filters, clean exposed surfaces of diffusers, registers, and grills.
  - a. Clean HVAC systems in compliance with NADCA standards 1992-01. Provide written report on completion.
  - b. Remove smoke and fire alarm covers.

**ATTACHMENTS - (pdf documents)****LOCATED ON THE SHAREPOINT SITE; PROVIDED UPON REQUEST TO THE VENDOR**

Acoustical panel ceiling tiles- Armstrong

1. AED\_Zoll\_Plus
2. AED\_ZOLL\_Heartsmart
3. Asphalt Paving
4. Chain Link Fences and Gates
5. Dedication Plaque Specifications
6. Hurricane Exeter "Storm Shield" Windows specifications
7. Final Reconciliation, Warranty Period Declaration and Contractors Affidavit
8. Fire Resistant Glazing
9. Florida Power and Light "Business Programs and Services" (REBATES)
10. Manatee County Graphic Standard (Logo)
11. NEMA Type 3R Power Vented Outdoor Enclosure (w/built in fan)-IT pole cabinets
12. Radial Rubber Tile Maintenance - Flexco
13. Record Drawings (Lift Stations, New Fire Station Buildings)
14. Roller Shades - Hunter Douglas
15. ROPPE – Rubber & Vinyl Flooring
16. SaniGLAZE CSI specs for Newly Grouted Tiles
17. Security Camera Installation – Manatee County Procedure
18. Standard Data/Voice Cabling Requirements and CableSpec photos
19. TERMITE PROTECTION IN BUILDINGS
20. Termiticides Registered in Florida
21. TRUEGRID PRO PLUS\_Product Specifications
22. TRUEGRID Technical Specifications\_CSI
23. TRUEGRID\_Specs
24. ZOLL AED Plus Brochure (9656-0156)

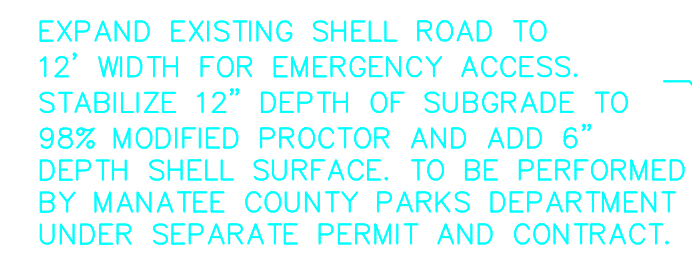
**Lighting-Electrical**

- 25. Automatic Transfer Switches
- 26. Day Light Harvesting Made Easy
- 27. LED Area Lights – GE Evolve
- 28. LED Area/Parking - RAB
- 29. LED Flood Lights – 23”
- 30. LED Wall Pack lighting
- 31. IT Pole Cabinets
- 32. Low Bay LED Lighting – GE Albeo
- 33. Standard Data-Voice Cabling
- 34. USB charger receptacles - Leviton

**Restrooms-Plumbing**

- 35. Clothes Hook – Bobrick
- 36. Electronic Hand Washing Faucet - Optima
- 37. HandDryer- Xlerator TechSheet
- 38. Partitions Phenolic Overhead Braced – Bradley
- 39. Rear Spud Floor Mount Toilets – Sloan
- 40. Rear Spud Floor Mount ADA Compliant Toilets \_ Sloan
- 41. Reversible Folding Shower Seat - Bobrick
- 42. Sloan\_Optima\_Sensor Activated Flushometer
- 43. Sloan Royal\_Concealed Sensor Activated Flushometer
- 44. Soap Dispenser - Micrell 800 Series
- 45. Shower Curtain Hook – Bobrick
- 46. Shower Curtain Rod with Concealed Mounting – Bobrick
- 47. Shower Heads – Act-O-Matic - Sloan
- 48. Vinyl Shower Curtain – Bobrick
- 49. Water free Urinal Spec\_\_WES-5000





8 FT. WIDE (396  
ASPHALT WALKW  
1751 NEXT SIG.

PROPOSED 3/4" ASSEMBLY WITH BREAKER (ALT1)

PROPOSED 24 X  
PICNIC SHELTER  
SEE SHEET C-9

TOB 10.3

WATER FOUNTAIN TO BE PROVIDE BY OWNER UNDER SEPARATE CONTRAC

HEAVY COMMERCIAL

SINGLE FAMILY

PROPOSED 3/4"  
ASSEMBLY WITH  
BREAKER (ALT1)

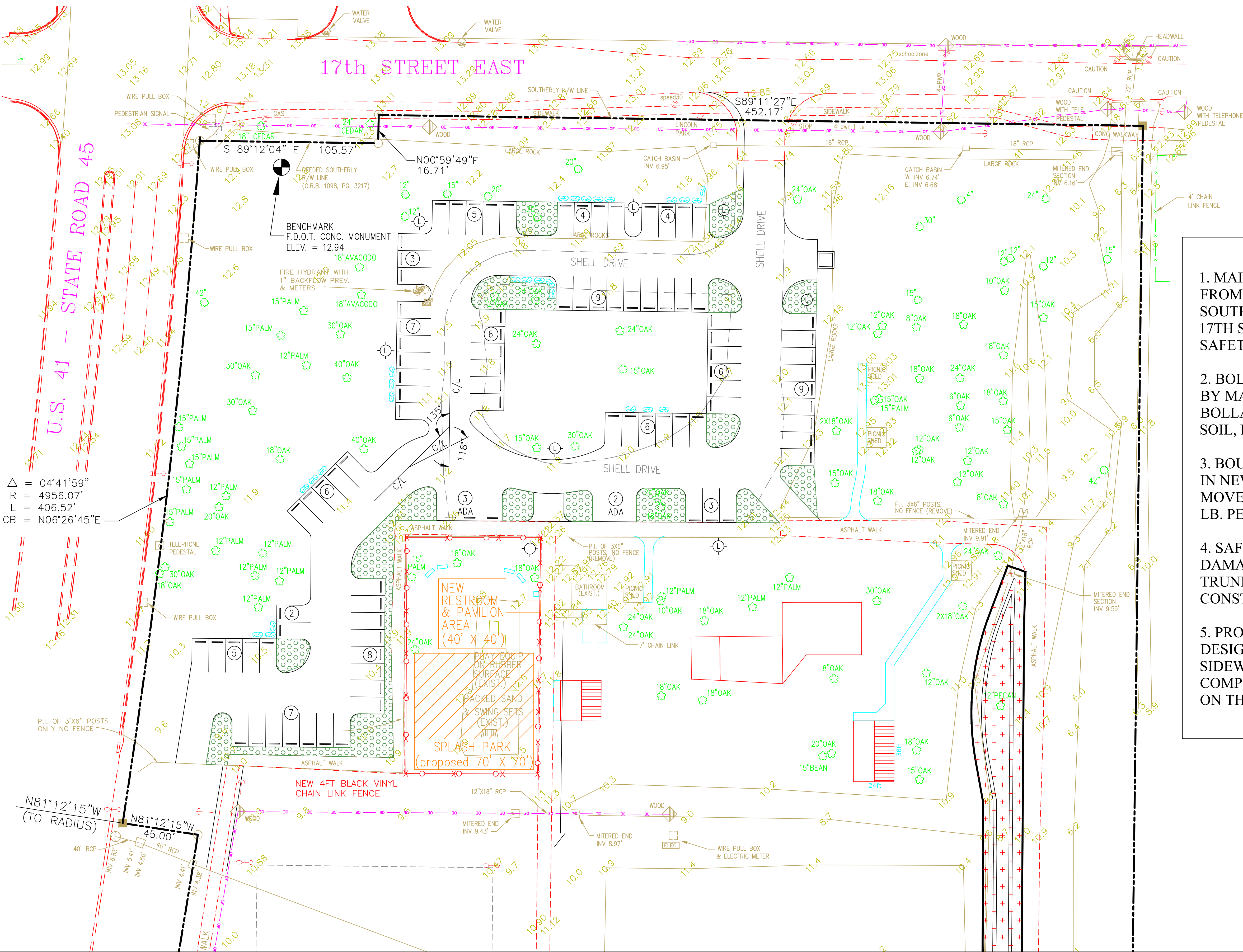
—EXISTING SMF #1 AREA TO REMAIN

— PROPOSED 24 X 20  
PICNIC SHELTER TYP.  
SEE SHEET C-9

-LIMITS OF CONSTRUCTION  
4.53 ACRES

Scale: 1" = 80'



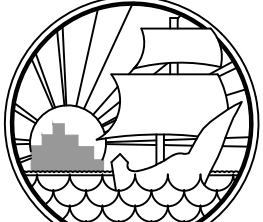


**DESIGN NOTES**

1. MAINTAIN VEHICULAR ACCESS FROM PARKING LOT TO SOUTHEAST CORNER OF SR 301 & 17TH ST. EAST FOR SCHOOL SAFETY VEHICLES.
2. BOLLARD TO BE THOSE MADE BY MANATEE COUNTY. BOLLARDS TO BE SET IN NATIVE SOIL, NOT CONCRETE.
3. BOULDERS TO BE STABILIZED IN NEW LOCATIONS SO NO MOVEMENT OCCURS WHEN A 50 LB. PERSON CLIMBS ON BOULDER.
4. SAFEGUARD AGAINST DAMAGAE TO EXISTING TREE TRUNKS & LIMBS DURING CONSTRUCTION.
5. PROJECT MANAGER OR DESIGNEE TO FIELD LOCATE ADA SIDEWALKS AND OTHER COMPONENTS NOT DIMENSIONED ON THIS PLAN.

Scale: 1" = 30'

MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT  
SURVEY DIVISION



1022 26TH AVENUE EAST • BRADENTON, FLORIDA, 34208  
(941)708-7490

# LINCOLN PARK

## "PARKING LOT AREA LAYOUT PLAN"

**LEGEND**

BWF = BARBED WIRE FENCE	LS = LICENSED SURVEYOR	PB = PLAT BOOK	RSM = REGISTERED SURVEYOR & MAPPER	4 = CLEAN OUT (CO)
C = CURVE	(L&S) = LOMBARDO & SKIPPER	PC = POINT OF CURVATURE	R/W = RIGHT-OF-WAY	U = UTILITY POLE
(C) = CALCULATED DIMENSION	(M) = FIELD MEASURED DIMENSION	PGB = POINT OF BEGINNING	Sec = SECTION	W = GUY WIRE ANCHOR
CB = CHORD BEARING	MH = MANHOLE	POC = POINT OF COMMENCEMENT	S/W = SIDE WALK	WV = WATER VALVE
CH = CHORD	NGVD = NATIONAL GEODETIC VERTICAL DATUM	PI = POINT OF INTERSECTION	TB = TOP OF BANK	WS = SEWER VALVE
CI = CURB INLET	NMF/S = NO MONUMENT FOUND OR SET	PRC = POINT OF REVERSE CURVE	Twn = TOWNSHIP	SS = SANITARY SEWER
CLF = 6" CHAIN LINK FENCE	MNF = MASONRY NAIL FOUND	PRM = PERMANENT REFERENCE MONUMENT	(typ) = TYPICAL	WM = WITNESS MONUMENT
CMP = CORRUGATED METAL PIPE	MNS = MASONRY NAIL SET	PSM = PROFESSIONAL SURVEYOR & MAPPER	WF = WOOD FENCE	W = WOOD FENCE
CONC. = CONCRETE	NDF = NAIL & DISK FOUND (ID NOTED)	N.P.D. = NO PLAT DATA	WU = WOOD UTILITY LINE	FP&L = FLORIDA POWER & LIGHT
(O) = DEED DIMENSIONS	NDS = NAIL & DISK SET	RAD = RADIUS	WU = WOOD UTILITY LINE	+/- = MORE OR LESS
ES = EDGE OF SHELL ROAD, +/-	O.R.BOOK = OFFICIAL RECORDS	REG = REGISTERED		
ELEV. = ELEVATION	O/A = OVERALL	Rge. = RANGE		
EP = EDGE OF PAVEMENT	(P) = PLAT DIMENSION			

**REVISIONS**

1. RELOCATED NEW PLAYGROUND 12/10/08

DWG. Date: 06 27, 2008

DWG. No: 000

Sheet 1 OF 1

Designed By: M.S.

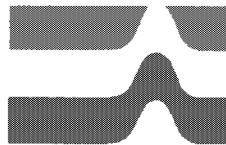
Drawn By: S.C. & M.S.







**SUBSURFACE SOIL EXPLORATION,  
ANALYSES AND RECOMMENDATIONS  
FOR  
LINCOLN PARK ADDITIONS,  
501 17<sup>TH</sup> STREET EAST,  
PALMETTO,  
MANATEE COUNTY, FLORIDA**



**Ardaman & Associates, Inc.**

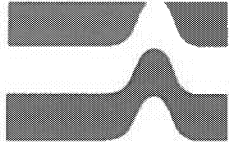
**OFFICES**

**Orlando**, 8008 S. Orange Avenue, Orlando, Florida 32809, Phone (407) 855-3860  
**Bartow**, 1525 Centennial Drive, Bartow, Florida 33830, Phone (863) 533-0858  
**Cocoa**, 1300 N. Cocoa Boulevard, Cocoa, Florida 32922, Phone (321) 632-2503  
**Fort Myers**, 9970 Bavaria Road, Fort Myers, Florida 33913, Phone (239) 768-6600  
**Miami**, 2608 W. 84<sup>th</sup> Street, Hialeah, Florida, 33016, Phone (305) 825-2683  
**Port Charlotte**, 740 Tamiami Trail, Unit 3, Port Charlotte, Florida 33954, Phone (941) 624-3393  
**Port St. Lucie**, 460 NW Concourse Place, Unit #1, Port St. Lucie, Florida 34986-2248, Phone (772) 878-0072  
**Sarasota**, 78 Sarasota Center Boulevard, Sarasota, Florida 34240, Phone (941) 922-3526  
**Tallahassee**, 3175 West Tharpe Street, Tallahassee, Florida 32303, Phone (850) 576-6131  
**Tampa**, 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619, Phone (813) 620-3389  
**West Palm Beach**, 2511 Westgate Avenue, Suite 10, West Palm Beach, Florida 33409, Phone (561) 687-8200

**MEMBERS:**

**A.S.F.E.**

**American Concrete Institute  
American Society for Testing and Materials  
Florida Institute of Consulting Engineers**



Ardaman & Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

August 11, 2010  
File No. 10-7334

TO: Manatee County Property Management Dept.  
1112 Manatee Avenue West  
Bradenton, Florida 34208

Attention: Mr. Howard Leyo

SUBJECT: Subsurface Soil Exploration, Analysis and Recommendations for Lincoln Park  
Additions, 501 17<sup>th</sup> Street East, Palmetto, Manatee County, Florida

---

Dear Mr. Leyo:

As requested, our firm has completed a subsurface soil exploration program at the above-referenced site. The purpose of this program was to determine the suitability of the existing soils for the proposed construction and to make foundation and soil preparation recommendations.

This report documents our findings and conclusions. It has been prepared for the exclusive use of Manatee County Property Management Dept. and their consultants for specific application to the subject project, in accordance with generally-accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

### **SCOPE**

The scope of our services has included the following items:

1. Conducting four (4) Standard Penetration Test borings to determine the nature and condition of the subsurface soils.

2. Reviewing each soil sample obtained in our field testing program by a geotechnical engineer in the laboratory for further investigation, classification and assignment of laboratory tests, if required.
3. Analyzing the existing soil conditions with respect to the proposed construction.
4. Preparing this report to document the results of our field testing program, engineering analysis and recommendations.

### **FIELD EXPLORATION PROGRAM**

Our field exploration program consisted of conducting four (4) Standard Penetration Test borings at the locations shown on the attached Figure 1. These borings were performed to determine the nature and condition of the subsurface soils to a maximum depth of 20 feet below the existing ground surface. Test boring depths, location and number were determined by others. Test borings were located in the field utilizing available landmarks and a 100-foot tape. Test boring locations should be considered accurate only to the degree implied by the method used. Should more accurate locations be required, a registered land surveyor should be retained. The equipment and procedures used in the borings are described in greater detail in the appendix of this report.

### **GENERAL SUBSURFACE CONDITIONS**

The general subsurface conditions encountered during the field exploration program are shown on the soil boring logs, included in the appendix of this report. Soil stratification is based on examination of recovered soil samples and interpretation of field boring logs. The stratification lines represent the approximate boundaries between the soil types, while the actual transitions may be gradual.



A generalization of the subsurface soil conditions encountered in the borings is described below:

FROM	DEPTH (ft)		TO	SOIL DESCRIPTION
0'	-	3.5'		Medium dense brown fine sand or sand with silt
3.5'	-	5'		Medium dense brown silty sand, clayey sand or clay
5'	-	7.5'		Very stiff to hard pale brown silt
7.5'	-	9'		Very hard brown silt or cemented silt
9'	-	20'		Very stiff to hard brown silt or clayey silt

On the date of our field exploration program, the water table depth was not measured. Due to the low permeability soils at depth, the water table was not obvious. It can take overnight before the water table stabilizes in a boring in low permeability material and the boreholes were backfilled or grouted when the drilling was complete. We anticipate that the water table is at a depth of 3 or 4 feet. The water table level is anticipated to fluctuate due to seasonal rainfall variations and other factors.

#### **LABORATORY TESTING PROGRAM**

Representative soil samples obtained during our field sampling operation were packaged and transferred to our office and, thereafter, examined by a geotechnical engineer to obtain more accurate descriptions of the existing soil strata. Laboratory testing was not deemed necessary to aid in soil classification and to further define the engineering properties of the soils. The soil descriptions shown on the soil boring logs are based on a visual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice.



## **ANALYSIS AND RECOMMENDATIONS**

It is our understanding the proposed construction is to consist of a water park with a one-story masonry building, a fountain with a concrete slab and an underground re-use water reservoir. The underground structure will be discussed separately in a subsequent section of this report. For the purpose of our analysis, we have assumed foundation loading will be on the order of 3 kips per lineal foot for continuous wall footings and 30 kips for isolated columns.

### **Soils Analysis**

The soils encountered at the subject site are well-suited to support the proposed structure on conventionally designed shallow foundation systems. Assuming that the soils are prepared in accordance with the soil preparation recommendations of this report, and that foundation loads are no greater than those indicated previously, we anticipate that settlement of the proposed structure will not exceed 0.5 inch. Due to the granular nature of the materials at the site, this settlement will occur primarily during construction.

### **Foundation Design**

Foundations for the proposed structure may be designed for an allowable soil contact pressure of 2,000 psf. We recommend that all wall foundations be no less than eighteen inches wide and column foundations be no less than twenty-four inches wide. All foundations should be designed for an equal dead load distribution in accordance with standard building code requirements. A soil cover of eighteen inches, as measured from the bottom of the foundation system to outside adjacent finished grade, should be provided.



### **Soil Preparation Recommendations**

The following soil preparation recommendations are made as a guide to the design professionals, parts of which should be incorporated into the project's general specifications:

1. The building area (plus a margin of 5.0 feet outside building perimeter lines) should be cleared and grubbed of all surface vegetation and organic debris.
2. The cleared and grubbed elevation should be compacted with a heavy vibratory roller having a static weight of at least 6,000 pounds. Each pass should overlap the preceding pass by at least 30%. Sufficient passes should be made over the building area (plus the 5.0 foot margin) to produce a density of at least 95% of Modified Proctor maximum density to a depth of 1.0 feet below the compacted surface. Extreme care should be used when vibratory compaction is used next to existing structures. A representative of Ardaman & Associates should be present during initial compaction efforts.
3. After compaction and testing to verify that the desired compaction has been achieved at this elevation, fill consisting of clean fine sands not containing more than 10% passing the #200 sieve can be placed in level lifts not exceeding 12 inches loose and compacted with the above-described equipment. Each layer should be compacted to a minimum of 95% of Modified Proctor maximum density.
4. Fill necessary to raise the grade from the top of the foundation elevation to finished floor slab subgrade elevation should also consist of clean fine sands compacted to 95% of Modified Proctor maximum density. If fill is placed inside partially completed walls, extreme care should be exercised to avoid damage to these walls.
5. A soils engineer or his representative from Ardaman & Associates, Inc., Sarasota Office, should inspect and test the compacted excavated elevation and each layer of fill to verify compliance with the above-suggested recommendations. In addition, a representative should inspect and test the foundation contact soils immediately prior to concrete placement.

### **Underground Reservoir**

It is our understanding that the foundation elevation of the underground reservoir will be approximately 9 feet below current grade. Soil boring No. B-3 was performed in this area. That boring shows very hard silt at a depth of 7.5 feet below grade. By the depth of 9 feet, the soil was still silt but was not as hard. It is possible that a powerful backhoe could excavate through the hard layer, but rock excavation techniques could be necessary.



The upper 4 feet of soils was clean sand. After surface stripping and grubbing, this material is suitable for use as backfill around the structure. Below the 4-foot depth the soil is either silty sand, clay or silt. These materials naturally have high moisture contents (generally 25 to 40%) and are generally very moisture sensitive and difficult to compact when water contents are above optimum. These soils would require aeration, drying, disking and extra handling to reduce water contents prior to use as fill material. As the percentage of silt and clay increases, the difficulty of handling, placing and compacting these materials becomes greater. These materials would best not be used in building areas as structural fill, but may best be used in landscaped berms. Clean granular fill should be used over these landscape fill materials to provide root drainage, as these silty and clayey soils generally have a low permeability and ability to drain. The above also applies to any pipe trench excavations that encounter those soils. Backfill should be placed in lifts, compacted and tested as described in the Soil Preparation Recommendations above. Backfill below the water table should consist of clean sands with less than 5 percent passing the No. 200 sieve.

The Trench Safety Act requires excavations greater than 5 feet deep to be properly sloped or shored.

Foundations for the proposed structure may be designed for an allowable soil contact pressure of 2,000 psf. Due to difficulty with grading and compacting the hard silt at the bottom of foundation elevation, we recommend that the soils be undercut a depth of 12 inches and backfilled with gravel. We understand that this gravel bed is already included in the design for drainage and groundwater sampling. The gravel layer must be properly compacted either with an impact compactor commonly known as a jumping jack or a large sled vibratory compactor that weighs at least 500 pounds. Care must be taken so as not to damage the 4-inch corrugated drainage pipe



that is to be embedded in the stone. The foundation contact elevation should be stable and inspected and tested prior to placement of the foundation.

It is our understanding that the reservoir is designed to always be full of water with the exception of once a year when it will be emptied for maintenance and cleaning. There is to be a drainage bed beneath the structure with a pipe to the surface that can allow lowering of the water table before the tank is emptied so that hydrostatic uplift is negated. Note that de-watering will need to be maintained during construction until the tank is actually filled with water.

Should you wish to design the structure to resist hydrostatic uplift without de-watering it can be accomplished by utilizing a thickened base slab or an external concrete collar or a combination of the two. Should it be necessary to utilize overburden soils to resist uplift of the structure when empty, we recommend an effective unit weight of 60 pcf (pounds per cubic foot) for soil be utilized below groundwater level and 115 pcf be utilized above groundwater level. For design purposes, it should be assumed that the groundwater table could rise to the ground surface.

The following soil parameters can be used for the tank design. These parameters are for a clean granular compacted backfill around the structure.





Unified Soil Classification:	SP or SP-SM
VALUES FOR ABOVE WATER TABLE (moist soil)	
moist unit weight (pcf)	115
internal friction angle, phi (degrees)	32
cohesion (ksf)	0
friction angle against formed concrete (degrees)	20
friction angle against cast-in-place concrete (degrees)	24
friction angle against steel sheet piles (degrees)	17
active earth pressure coef.	0.307
passive earth pressure coef.	3.25
equiv. fluid density, active (pcf)	35.3
equiv. fluid density, passive (pcf)	374
VALUES FOR BELOW WATER TABLE (bouyant weight)	
bouyant unit weight (pcf)	60
internal friction angle, phi (degrees)	32
cohesion (ksf)	0
friction angle against formed concrete (degrees)	20
friction angle against cast-in-place concrete (degrees)	24
friction angle against steel sheet piles (degrees)	17
active earth pressure coef.	0.307
passive earth pressure coef.	3.25

### Groundwater and De-Watering Concerns

The excavation and majority of the tank will be below the water table. The water table will vary throughout the year. The USDA-NRCS "Soil Survey of Manatee County, Florida" (1983) indicates the predominant surficial soil types in the area of the proposed tank to be Wabasso fine sand or Bradenton fine sand, limestone substratum. The USDA-NRCS indicates the seasonal high water table level for these soil types to be at a depth of 0.0 to 1.0 feet below the ground surface. Seasonal high water table levels listed in the Soil Survey assume essentially natural drainage conditions, without engineered drainage or other improvements at the site.



It will be necessary to de-water the area of the excavation and maintain the de-watering until the tank has been filled with water and backfilling has progressed to a level above the water table at the time of the construction. Well points are not an option due to the shallow hard layer and the low permeability of the silt below. We feel that constructing a gravel filled sump at the bottom of the excavation beyond the limits of the foundation is the most economical option. The gravel and pump should be ready for deployment at the time of excavation because if the excavation starts to fill with water there could be an adverse effect on the stability of the underlying soil. After the drainage pipe, riser and gravel base have been placed, the de-watering could likely be maintained with that system.

### **GENERAL COMMENTS**

The analysis and recommendations submitted in this report are based upon the data obtained from four (4) Standard Penetration Test borings performed at the locations indicated on the attached Figure 1. This report does not reflect any variations which may occur between the borings. While the borings are representative of the subsurface conditions at their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The nature and extent of variations may not become evident until during the course of a ground improvement program, if such a program is undertaken. If variations then appear evident, it will be necessary for a reevaluation of the recommendations of this report to be made after performing on-site observations during the construction period and noting the characteristics of any variations. The boring logs and related information are based upon the driller's logs and visual examination of selected samples in the laboratory. The delineation between soil types shown on the logs is approximate, and the description represents our interpretation of the subsurface conditions at the designated boring location on the particular date drilled.

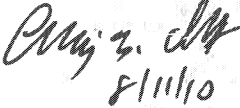


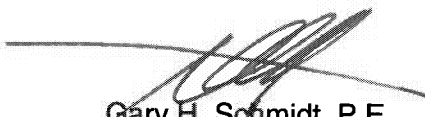
The groundwater elevations shown on the boring logs represent groundwater surfaces encountered on the dates shown. Fluctuations in water table levels should be anticipated throughout the year.

It has been a pleasure to be of assistance to you with this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.  
*Certificate of Authorization No. 5950*

  
8/11/10  
Craig G. Obrecht, P.E.  
Senior Project Engineer  
Fl. Lic. No. 55451

  
Gary H. Schmidt, P.E.  
Vice President  
Fl. Lic. No. 12305

CGO/GHS:nh

cc: Mr. David Bishop – Ugarte & Associates, Inc.



## **APPENDIX**

## SOIL BORING, SAMPLING AND TESTING METHODS

### Standard Penetration Test

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength ( $Q_u$ ):

Cohesionless Soils:	<u>N-Value</u>	<u>Description</u>
	0 to 4	Very loose
	4 to 10	Loose
	10 to 30	Medium dense
	30 to 50	Dense
	Above 50	Very dense

Cohesive Soils:	<u>N-Value</u>	<u>Description</u>	<u><math>Q_u</math> (ton/ft<sup>2</sup>)</u>
	0 to 2	Very soft	Below 0.25
	2 to 4	Soft	0.25 to 0.50
	4 to 8	Medium stiff	0.50 to 1.0
	8 to 15	Stiff	1.0 to 2.0
	15 to 30	Very stiff	2.0 to 4.0
	Above 30	Hard	Above 4.0

The tests are usually performed at 5-foot intervals. However, more frequent or continuous testing is done by our firm through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from each sampling interval and from every different stratum are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. After thorough examination and testing of the obtained samples in the laboratory, the samples are discarded unless prior arrangements have been made. After completion of a test boring, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed, if necessary, and backfilled.

## **Auger Borings**

Auger borings are used when a relatively large, continuous sampling of soil strata close to ground surface is desired. A 4-inch diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot sections. It is powered by the rotating action of the Kelly bar of a rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained is classified and representative samples put in bags or jars and brought back to the laboratory for further classification and testing.

## **Hand Auger Borings**

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5 to 9 feet) depth or when access is not available to power drilling equipment. A 3-inch diameter, hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved to the surface at approximately 6-inch intervals and its contents emptied for inspection. The soil sample so obtained is classified and representative samples put in bags or jars and transported to the laboratory for further classification and testing.

## **Laboratory Test Methods**

Soil samples returned to our laboratory are examined by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to further define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as described in this report. The soil descriptions shown on the logs are based upon a visual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice. Following is a list of abbreviations which may be used on the boring logs.

-200	- Percent Fines (percent passing the No. 200 sieve); ASTM D-1140
DD	- Dry Density of Undisturbed Sample; ASTM D-2937
Gs	- Specific Gravity of Soil; ASTM D-854
k	- Hydraulic Conductivity (Coefficient of Permeability)
LL	- Liquid Limit; ASTM D-423
OC	- Organic Content; ASTM D-2977
pH	- pH of Soil; ASTM D-2976
PI	- Plasticity Index (LL-PL); ASTM D-424
PL	- Plastic Limit; ASTM D-424
Qp	- Unconfined Compressive Strength by Pocket Penetrometer;
Qu	- Unconfined Compressive Strength; ASTM D-2166 (soil), D-2938 (rock)
SL	- Shrinkage Limit; ASTM D-427
USCS	- Unified Soil Classification System; ASTM D-2487
w	- Water (Moisture) Content; ASTM D-2216

BORING LOCATION: see Figure 1

CLIENT: Manatee County Public Works Department

DATE DRILLED: 8/5/10 START:

FINISH:

PROJECT: Lincoln Park Additions

GROUND SURFACE ELEVATION:

LOCATION: 501 17th Street East

Palmetto, Manatee County, FL

WATER TABLE DEPTH: 10.5 TIME:

DATE:

DRILL CREW: D.P. &amp; M.E.

LOGGED BY: M.E.

DRILL MAKE &amp; MODEL: CME 45

BIT: 2 15/16" tri-cone

DRILLING RODS:

AWJ

DRILLING METHOD: SPT/wash

WEATHER CONDITIONS:

DEPTH, FT.	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	WATER CONTENT (%)	PERCENT FINES	ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0		1		SP-SM	grayish brown fine sand with silt and rock pieces					
15		2		SP	gray fine sand					
				SP	pale brown fine sand					
13		3		SC	grayish brown clayey sand with trace shell					
4		4		SM	light gray silty sand					
11		5		ML	pale brown silt					
33		6		ML						
34				CH	light gray clay					
8		7		ML	light gray clayey silt					
22		8		ML						
22				ML						
12				ML	gray clayey silt					
16		9		ML						
16				ML						
				ML	very pale brown clayey silt with cemented silt					
		10		ML						
20	78	11		ML	very pale brown clayey silt					
					end of boring					
24										
28										

PAGE 1 OF 1

Ardaman &amp; Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

REVIEWED BY: Craig G. Obrecht, P.E. FILE NO: 10-7334 BORING NO.: B-1

BORING LOCATION: see Figure 1

CLIENT: Manatee County Public Works Department

PROJECT: Lincoln Park Additions

LOCATION: 501 17th Street East

Palmetto, Manatee County, FL

DATE DRILLED: 8/5/10 START:

FINISH:

GROUND SURFACE ELEVATION:

WATER TABLE DEPTH: n.m. TIME:

DATE:

DRILL CREW: D.P. &amp; M.E.

LOGGED BY: M.E.

DRILL MAKE &amp; MODEL: CME 45

BIT: 2 15/16" tri-cone

DRILLING RODS: AWJ

DRILLING METHOD: SPT/wash

WEATHER CONDITIONS:

DEPTH, FT.	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	WATER CONTENT (%)	PERCENT FINES	ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0										
10	1	1		SP-SM	grayish brown fine sand with silt					
22	2	2		SP	pale brown fine sand					
4	7	3		SC	grayish brown clayey sand					
		4		CH	light gray silty clay					
39		5		ML	very pale brown silt with cemented silt					
		6		ML	pale brown/yellowish brown silt					
50/3"		7		ML	pale brown silt with partially cemented silt					
8										
62/5"										
		8		ML	pale brown silt					
33										
12										
		9		ML	light gray silt with trace clay					
25										
16										
		10		ML	pale brown cemented silt					
20	48				end of boring					
24										
28										

PAGE 1 OF 1

Ardaman &amp; Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

REVIEWED BY: Craig G. Obrecht, P.E. FILE NO: 10-7334 BORING NO.: B-2



BORING LOCATION: see Figure 1

CLIENT: Manatee County Public Works Department

DATE DRILLED: 8/5/10 START:

FINISH:

PROJECT: Lincoln Park Additions

GROUND SURFACE ELEVATION:

LOCATION: 501 17th Street East

Palmetto, Manatee County, FL

WATER TABLE DEPTH: n.m. TIME:

DATE:

DRILL CREW: D.P. &amp; M.E.

LOGGED BY: M.E.

DRILL MAKE &amp; MODEL: CME 45

BIT: 2 15/16" tri-cone

DRILLING RODS:

AWJ

DRILLING METHOD: SPT/wash

WEATHER CONDITIONS:

DEPTH, FT.	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	WATER CONTENT (%)	PERCENT FINES	ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0				SP-SM	grayish brown fine sand with silt					
8		1		SP	gray fine sand					
12		2		SP	brown fine sand					
4		3		SP	pale brown fine sand					
9		4		SM	brownish gray silty sand with trace clay					
9		5		CH	light gray clay					
22		6		ML	very pale brown silt					
8		7		ML	pale brown/yellowish brown silt					
50/3"		8								
38										
12				ML	brown clayey silt					
29		9								
16				ML	very pale brown cemented silt					
20	37	10			end of boring					
24										
28										

PAGE 1 OF 1

Ardaman &amp; Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

REVIEWED BY: Craig G. Obrecht, P.E. FILE NO: 10-7334 BORING NO.: B-3

BORING LOCATION: see Figure 1

CLIENT: Manatee County Public Works Department

PROJECT: Lincoln Park Additions

LOCATION: 501 17th Street East

Palmetto, Manatee County, FL

DATE DRILLED: 8/5/10 START:

FINISH:

GROUND SURFACE ELEVATION:

WATER TABLE DEPTH: n.m. TIME:

DATE:

DRILL CREW: D.P. &amp; M.E.

LOGGED BY: M.E.







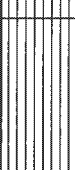

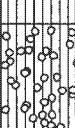
DRILL MAKE &amp; MODEL: CME 45

BIT: 2 15/16" tri-cone

DRILLING RODS: AWJ

DRILLING METHOD: SPT/wash

WEATHER CONDITIONS:

DEPTH, FT.	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	WATER CONTENT (%)	PERCENT FINES	ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0										
8	1			SP	gray fine sand					
9	2			SP	brown fine sand with trace silt					
4	3			SP	very pale brown fine sand with cemented silt					
10	4			SM	grayish brown silty sand with trace clay					
9	5			CH	gray clay					
47	6			ML	very pale brown silt					
8	50/1"									
24	7			ML	very pale brown/light yellowish brown silt					
12										
				ML	brown clayey silt					
25	8									
16										
				ML	very pale brown cemented silt					
20	76	9								
					end of boring					
24										
28										

PAGE 1 OF 1

Ardaman &amp; Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

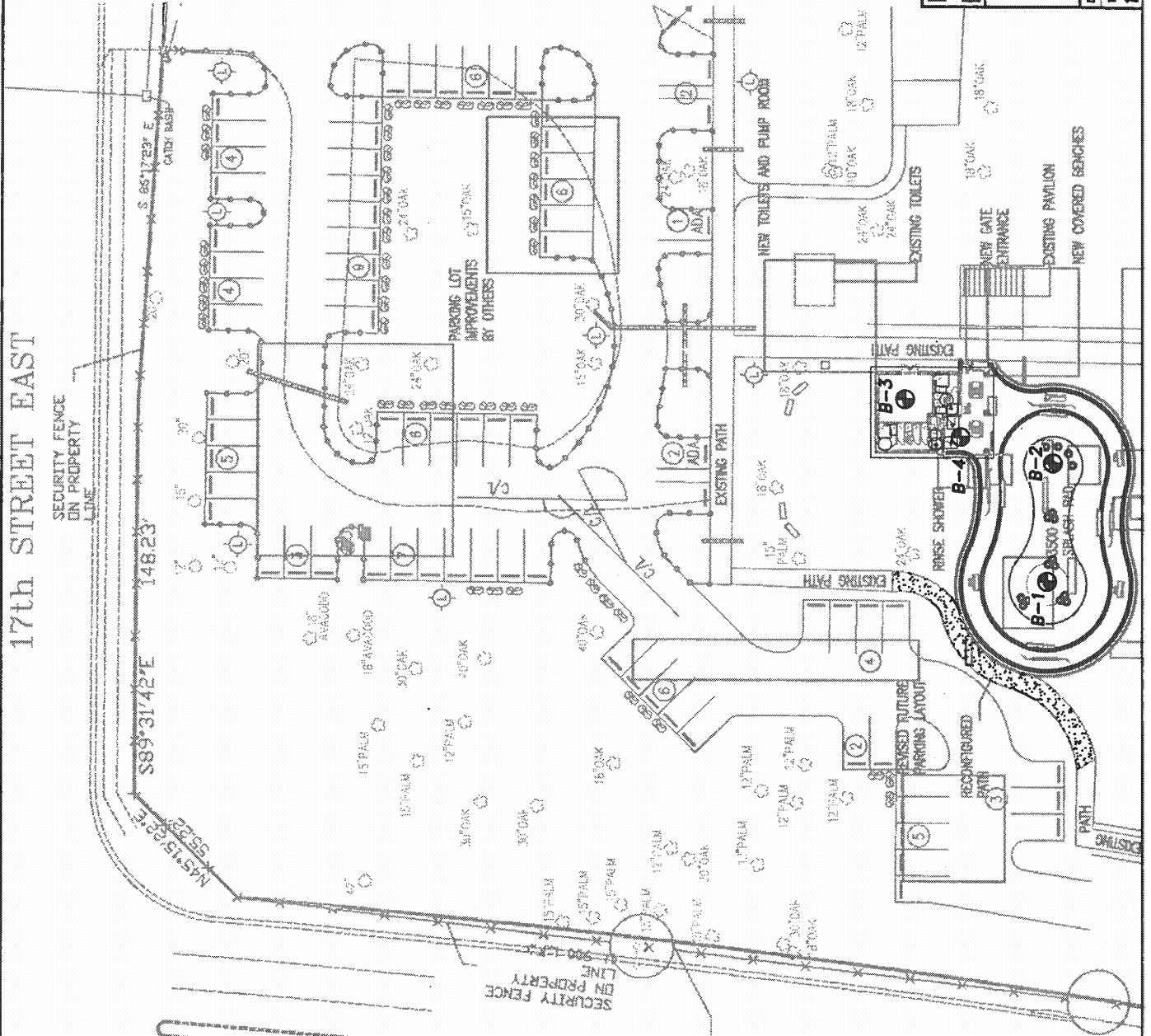
REVIEWED BY: Craig G. Obrecht, P.E. FILE NO: 10-7334 BORING NO.: B-4

17th STREET EAST

SECURITY FENCE  
ON PROPERTY  
LINE

U.S. 41 - STATE ROAD 45

$\Delta = 04^{\circ}41'59"$   
 $R = 4956.07'$   
 $L = 406.52'$   
 $CB = N06^{\circ}26'45"E$



SCALE: 1"=60'

● TEST BORING LOCATIONS

**Ardaman & Associates, Inc.**  
 Geotechnical, Environmental and  
 Materials Consultants

**Test Locations**  
 Lincoln Park Additions  
 Manatee County, Florida

DRAWN BY: KGS	CHECKED BY:	DATE: 8/6/10	FIGURE: 1
FILE NO. 10-7334	APPROVED BY:		

## **USA Swimming Measuring and Certifying Competition Pools**



Thank you for your interest in measuring competitive pools. This document is intended to provide pool measurement background information and measuring protocol to USA Swimming Local Swimming Committees (LSC's), facility operators, volunteers, surveyors and engineers that are considering, or preparing for, pool measurement and certification. The pool measurement requirements and tolerances provided in this document are usable to both professionals and laymen.

This document is divided into 5 parts.

Part 1- is a comprehensive Question and Answers section which will provide you information on the most commonly asked pool certification and measurement subjects.

Part 2 - provides an overview of general background information on pool measurement requirements. This section also provides guidelines and suggested protocol for measuring the length of lanes using a portable laser measuring device.

Part 3 - provides professional surveying/engineering firms with a suggested protocol to measure lane length using "Total Station" surveying equipment. This section may also be used by volunteers with appropriate engineering or surveying background and knowledge who may wish to commission or undertake a measurement project.

Part 4 - are the parts of the USA Swimming Rules and Regulations that are applicable to pool dimensional standards and are provided for ease of reference. It is intended that this part be updated whenever the rules change, however if the version date is more than one year old, the current rules should be referred to either in the printed book or on the USA swimming Web site.

Part 5 - is the pool certification form.

As members of the competitive swimming community, we all must embrace the concept of equal competitive conditions for all athletes. In addition, having a certified pool significantly reduces the risk of exceptional performances by athletes being nullified by unacceptable pool measurement being found after the swim.

Please start by looking at the comprehensive question and answer section which will provide you information on the most commonly asked measurement subjects.

If there is anything we can do to help you get your facility on its way to having a competition certified pool please ask.

Sincerely,

USA Swimming – Facilities Development Department [mnelson@usaswimming.org](mailto:mnelson@usaswimming.org)

# **USA Swimming**

## **Measuring and Certifying Competition Pools**

### **Part 1 - Questions and Answers**

#### **Questions and Answers - General**

- Q. I don't see a requirement in the USA Swimming Rule Book to have all pools measured. Does my pool have to be measured in order to host a USA Swimming competition?**
- A. Although routine measurement and certification is not currently required under USA Swimming rules, it should be considered a best practice to have current certified measurements for all competitive pool on file with USA Swimming. World, American, U.S. Open, and National Age Group Records require that the pool be certified. If the potential record was swum in an uncertified pool and the pool was subsequently measured and found not to meet the length standards, the potential record would not be accepted.
- Q. Our facility does not ever host competition where athletes could potentially set records. Why should we get our pool certified?**
- A. Competitive swimming is based not only on head to head competition, but competition against the clock. The USA Swimming Rules and Regulations measurement standards are intended to ensure that swimmers achieving an official time, do so under as close to identical competitive conditions as possible.
- Q. What happens if we go through the measurement process and a discrepancy is found?**
- A. During the comprehensive measurement process, it is possible that a range of issues may be found with the pool. These issues may include one or more lanes not meeting length requirements, starting blocks being too high, backstroke flags being improperly positioned, etc. Some of the "fixes" to these pool specification issues are relatively easy and inexpensive. Other problems can be prohibitively expensive to address. USA Swimming maintains a staff of trained consultants that can help your facility come up with a plan to address the discrepancies.
- Q. OK, we measured our pool and some or all of the lanes are about 1" short. It's only an inch....what's the big deal?**
- A. One inch may not seem like a large discrepancy. Competitive swimming times are measured in hundredths of a second. Rankings and qualifications for higher levels of competition frequently are determined by .01 second. Consider a 500 yard Freestyle race (20 lengths). Over the course of a race, a swimmer competing in a pool 1" short would be swimming a race 20" shorter than a swimmer in a certified pool. In a 1650 yard Freestyle race, that distance would jump to 66"! For a swimmer capable of swimming 500 yards in 5:00 minutes the advantage would be 0.33 seconds. For a 17:00 minute 1650 yard swimmer the advantage could be 1.13 seconds.

## **USA Swimming Measuring and Certifying Competition Pools**

**Q. We measure our pool and it comes up short....now what? Can we still hold our meets?**

- A. If the pool measures short, it is going to be up to the Local Swimming Committee (LSC) to determine what the status of that pool will be for competitive swimming. The times achieved in a pool that does not meet the minimum length requirements of the rules cannot be put into the database and used for proof of time or athlete recognition programs (National Top 10, National Age Group Records, etc). A Local Swimming Committee could choose to allow competitions to be held in those pools and use times achieved from that pool to be used for its' purposes – for instance to qualify for meets within the LSC boundaries.

Should an LSC decide to allow competition in non-conforming pools and times achieved in those competitions be used for LSC purposes, it is strongly recommended that the following statement be included in the Meet Information.

“The competition course measurement does not comply with USA Swimming Rule 103.3. Times from this competition will not be loaded into the SWIMS database and will not be used for any USA Swimming proof of time or national recognition program purposes.”

**Q. Years ago, our pool was measured and certified. It has been resurfaced twice since then. Do we have to get re-measured?**

- A. Probably; however it depends on the pool. If the pool has something resembling a rigid metal wall/gutter ring that was not changed and the pool surface material does not extend past the rigid metal, re-measuring may not be necessary. If the pool has the original gutter tile exposed and the new pool surface does not extend past the original tile, re-measuring may not be necessary. If the original pool measurement indicates sufficient excess length to allow a thin skim coat of surface material, re-measuring may not be necessary. In cases such as these, the projection of the new surface could be checked using a 4 ft long, precision, aluminum builders box level. If, when the level is vertical with 2' 7" below the surface, it does not contact the original pool metal edge or gutter there may be a need to re-measure and recertify. NOTE: If there is any doubt ..... re-measure.

It is recommended that re-measurement and recertification by an independent licensed Surveyor or a qualified Professional Engineer in accordance with the guidelines in Parts 3 and 4 be included as a condition in any competition pool resurfacing or refurbishing contract.

### **Questions and Answers – Measurement**

**Q. I have heard we have to empty our pool in order for it to be measured. What a waste of water?**

- A. Pools do not have to be emptied in order to be measured. In fact, depending on the construction type, emptying the pool may result in inaccurate measurement.

# USA Swimming Measuring and Certifying Competition Pools

## Q. Can't we just pull out a tape measure and do it ourselves?

- A. Unfortunately, using a tape measure in a pool environment is very complex and difficult and should only be done by a licensed Professional Surveyor. There are issues of tape material, calibration, sag, the effect of temperature on the tape, and the vertical range of certification which makes getting an accurate reading troublesome. Even Professional Surveyors are unlikely to use tapes to measure and certify lane lengths as required by USA Swimming.

## Q. I see inexpensive laser measuring devices available at home improvement stores. Can we use them?

- A. Probably! Provided the device is acceptably accurate, a suitable measuring protocol is followed and the certification is supervised and signed off by a licensed surveyor or by a professional engineer who understands surveying and the limitations of the equipment and protocol used. Indoor pools are generally not a problem. Outdoor pools can be difficult to measure during high light situations. Look in Part 2 of this document for more detailed information.

## Q. We have a pool with a moveable bulkhead. What are the measurement requirements?

- A. Bulkhead pools provide special challenges. After the bulkhead is set in position and after lane lines have been tightened, the lane lengths of all lanes must be verified. Before and after each session, the Referee must verify that the bulkhead pins are still in position. If a potential record time is achieved in a session of the meet, the lane in which the potential record was set must be measured and attested to by a licensed surveyor or professional engineer before the pool conditions change – including loosening of any lane lines attached to the bulkhead and removal of timing pads.

The portable below has become one of the most preferred devices to use:



# **USA Swimming**

## **Measuring and Certifying Competition Pools**

### **Questions and Answers – Reporting**

#### **Q. Where can I get the forms to fill out for pool measurement?**

- A. The pool certification forms can be found in Part 5 of this document. The forms can also be found on the USA Swimming Website under:

[Member Resources/For Everyone/Consulting Services/Facilities](#). Scroll down to “What’s Related”. Click on “Pool Certification” and then select “Pool Certification Form”.

Follow the directions for submission.

After the documents have been reviewed and accepted USA Swimming will add the pool to the list of certified pools which can be found under:

[Member Resources/For Everyone/Consulting Services/Facilities](#). Scroll down to “What’s Related”. Click on “Pool Certification” and then select “List of Certified Pools”.

#### **Q. We are still confused and need help!**

- A. Call Mick Nelson at USA Swimming. 719-866-3522 E-mail [mnelson@usaswimming.org](mailto:mnelson@usaswimming.org)  
He is there to help.



# USA Swimming

## Measuring and Certifying Competition Pools

### Part 2 - Lane Length and Pool Certification

#### Overview and “Handheld” Laser Measurement

##### 1 Lane Length

###### Requirement – 103.3.1

Long Course: 50m (164' 0½")

Short Course: 25 yd or 25m (82' 0¼")

Tolerance against length: minus **0mm**, plus 30mm (1<sup>3</sup>/<sub>16</sub>"\*)

Measurement Range: At all of both end walls in a vertical plane extending 0.3 meters (12") above and 0.8 meters (2' 7½") below the surface of the water.

*\* Although an “over” tolerance is specified, for most competition it is not an important consideration provided lanes are not excessively long. For a pool to be considered “fast” and for high level meets the length of each lane with touch pads in place should be well inside the “maximum” tolerance, but not shorter than the minimum length.*

###### Practical length certification requirements:

Measurement of each lane strictly in accordance with the above requirement is not realistically possible in operational conditions, however, certification that the length is not less than the minimum requirement can be given by sampling the minimum lane length in at least two locations in each lane by someone who has the training and experience to understand the limitations of the measuring equipment and methodology that is used.

Suggested measurement locations are:

1. The edges of the “T” cross bar on each side of the lane centerline, or,
2. The center line and a fixed distance from the lane divider on one side of each lane and both sides of one of the outside lanes.

Lane lengths may be measured with or without pads in place. If the lengths are measured without pads the thickness of the pad, or pads, must be subtracted from the measured length. As a guide, the thickness of each properly mounted pad varies from 5mm (0.016ft, <sup>3</sup>/<sub>16</sub>" ) for a thin pad (Daktronics) to 15mm (0.05ft, <sup>5</sup>/<sub>8</sub>" ) for thick pads (Colorado, Omega).

*Note: “Thick” pads, in good condition and mounted properly and flush against the wall, can be 10mm thick.*

*FINA sets a 10mm thickness limit in their facility rules.*

Use of “straight edge” devices that extend 0.8 m (2' 7½") below, and 0.3 m (1') above, the normal water level and set to vertical with a 1:2000 (0.0005 inch per inch or 0.5mm per m) precision bubble level will allow measurement between the furthest projecting points in the vertical line at each end. (See Figure 1)

The length error potential if similarly precise straight edges are used at each end is between minus (-)1mm and plus (+)1mm. Note: The error potential for “handyman” type levels is more than ± 5mm ( <sup>1</sup>/<sub>4</sub>" ); which is not acceptable in “close” situations.

*Note: Relative variation from the horizontal or from the perpendicular measuring location at each end in a short course (yd or m) pool of 3" (75mm), or 4" (100mm) in a long course pool, will result in an additive error of about 0.2 mm for each deviation.*

# USA Swimming

## Measuring and Certifying Competition Pools

The use of laser length measuring devices with a precision of  $\pm 0.5\text{mm}$  over 50 m is recommended. The measuring device should be set against a fixed reference point on a stable platform attached to one of the vertical straight edges and aimed at a stable target attached to the other vertical straight edge at the other end. Care should be taken to correct the measurement to adjust for any offsets created by the set up. See Figure 1 and Figures I, Ia, Ib and Ic in Part 3.

**Note:** The use of steel surveyor's tapes by anyone other than a professional surveyor is not recommended. Steel tape measurement requires a properly calibrated tape, sophisticated corrections for temperature and tension, in addition to the "location errors" noted above, and special field techniques and equipment.

Vinyl, fiberglass, cloth or any other tapes are not accurate or stable enough for measurement for lane length certification.

### Measurement Methodology

Refer to Figure 1 in Part 2 for a suggested methodology for using small laser measuring devices to certify and recertify lanes in a single pool location. This methodology requires a small investment in equipment (laser, levels and support frame) and training of users, but has little or no cost associated with verification and recertification measurement, particularly if a volunteer surveyor, engineer or other professional oversees the measurement.

Refer to Part 3 for a suggested methodology for using a "total station" surveying instrument to certify a fixed wall pool or to certify and recertify lanes in moveable bulkhead pools. This method usually requires a professional surveyor and a survey crew and can be expensive if used to recertify lanes in moveable bulkhead pools.

Part 3 also includes suggested adaptations to the equipment for lane length measurement in pools with differing end wall configurations.

Both methodologies require an understanding of the limitations of the equipment being used and the errors introduced into the measurement by the equipment and users.

### Reporting

- Report the shortest of the measured lengths in each lane to the nearest:
  - $\frac{1}{8}$ <sup>th</sup> inch (0.01ft, 0.003m, 3mm) for 25 yd pools
  - 0.003 m (3mm, 0.01ft,  $\frac{1}{8}$ <sup>th</sup> inch) for 50m and 25m pools.

Preferably report the shortest lane length both with and without touch pads.

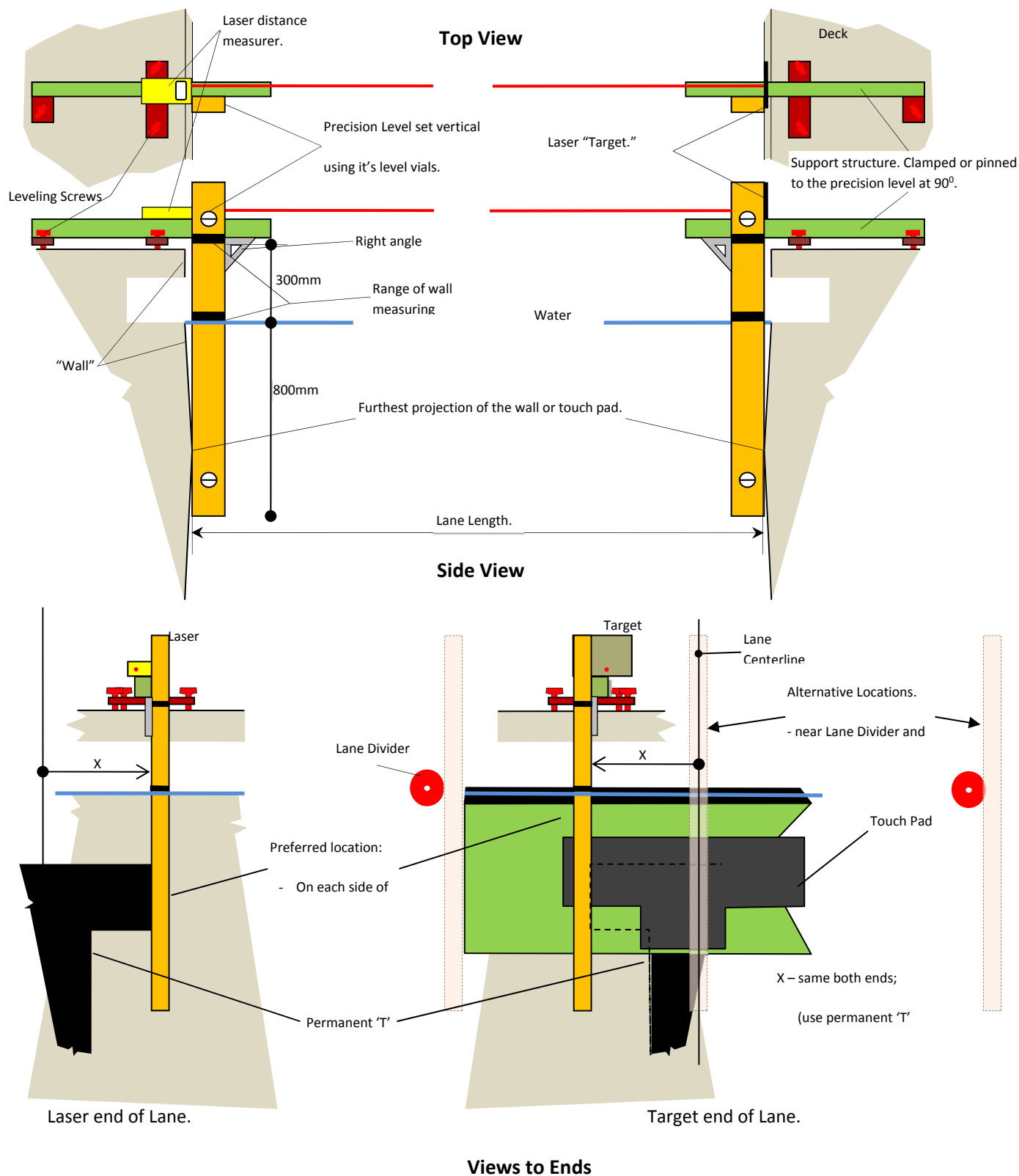
Note whether touch pads were in place during measurement or a thickness is assumed.

Also note:

- the type of touch pads used or assumed (thick or thin) and,
- any features of the pool that might affect the lane length if touch pads are used, e.g. retaining strips for vinyl liners, bumps or projections into the pool, transitional curves less than 800mm below the surface, etc.

*Note: FINA requires end walls of pools and touch-pads, if used, to extend to 0.3 m (1 ft) above the water surface at both ends. USA Swimming and other swimming organizations in the USA do not require the end walls or touch pads to extend above the water surface. USA Swimming, however, considers any projection into the pool in the range 0.3 m above to 0.8 m below the water surface to define the lane length.*

# USA Swimming Measuring and Certifying Competition Pools



**Figure 1**  
**Using "Hand Held" Laser Measuring Equipment**

# USA Swimming

## Measuring and Certifying Competition Pools

### 2 Water Depth

#### Measurement Methodology

- Measure Course depth using a stiff, wide metal retracting tape measure (when less than 2 meters) at 1m and 5m from each end and mid length of lanes. Measure each lane in the shallowest location across the full width of the lane. Measure from the water surface level at the time and, if necessary, adjust to the normal water level or overflow control level.

Note: If there are shallower locations between the 1m and 5m transect in each lane measure the depth and note the location and include the information in the report.

#### Reporting

- Report depths rounded down to the nearest 0.1ft (1 ¼") or "greater than 6 ft", if deeper.

### 3 Lane Width

#### Measurement Methodology and Reporting

- Measure the width of each lane from lane rope anchor to lane rope anchor at both ends using a stiff, wide metal retracting tape measure. Report the width of each lane (both ends if different) to the nearest 0.1ft (1 ¼").

### 4 Starting Platform Height

#### Measurement Methodology

- Measure Starting block heights from the water surface to the top front edge of each block that is in place and, if necessary, adjust to the normal water level or overflow control level. Note the location of each starting platform front edge and backstroke start hand grips relative to a vertical projection of the pool end wall or timing pad face.

#### Reporting

- Report starting platform heights to the nearest 0.02ft (½"). Note any platforms that are deficient:
  - too low or too high. Note: max height for m pools is 2' 5 ½" – max for yd pools is 2' 6"!
  - front edge or backstroke handgrips project into the pool past the end wall. Also advise owner of any that are significantly back from the end wall.

# **USA Swimming**

## **Measuring and Certifying Competition Pools**

### **5 Backstroke Flag Support Location**

#### **Measurement Methodology**

- Measure the location of the center of each support pole or pole hole, cable or hook from the nearest end wall with a 5 m (16' 5"), or longer, steel tape.

#### **Reporting**

- Report the distance from the end wall to the center of each support to the nearest 0.01m (1cm) for m pools and ½" for yard pools.

Note any locations where the supports are more than:

- 50mm (.05 m) from the specified location of 5m from the end wall for m pools, or
- 2" (50 mm) from the specified location of 5 yds for yd pools.

### **6 15m Marks**

- Using a 15 m long steel tape, or other measuring device, mark the 15m locations on the sides of each racing course. Pool operators should be encouraged to make these reference marks permanent so that proper location of 15m markers in each lane can be verified by officials.

### **7 Midpoint Rope**

- In 50m courses note if there are midpoint rope anchor posts or post holes and that they are located 25m from the end walls.

#### **Reporting**

- Report if the anchors are in place and if they are mis-located by more than 0.1m (10 cm, 4").

# **USA Swimming**

## **Measuring and Certifying Competition Pools**

### **PART 3**

**A Suggested Procedure for Measuring and Certifying Competitive Swimming Pools for lane lengths using “Total Station” surveying equipment.**

### **Measurement and Certification.**

Equipment:

- a surveying “total station” reading angular measurement to 5 seconds, or better, and distances to an accuracy of better than 2 mm (1 mm preferred) over 50 m. Set to read horizontal distance to the center of the prism pole.
- Tripod for the Total Station
- reflecting prism or target
- 4 ft long prism pole
- bubble level with sensitivity better than 10 minutes of arc for 2mm of bubble movement, to “plumb” the prism pole for readings
- wide, retracting, tape measure for measuring lane widths, platform height and pool depth and for setting measuring reference marks
- metric/imperial (min 15 m long) tape for measuring backstroke flag locations and for measuring or setting 15 m reference marks
- electrical tape or waterproof marker to set reference marks on the prism pole and, possibly, on the pool deck and walls
- notebook to record data
- Portable computer and software (spreadsheet, surveying or other “math”, and word processing) to reduce and present collected data.

### **Lane Lengths**

Measurement may be made either with or without timing touch pads in place.

### **Measurement Methodology**

- Measurement location. There are two options – a) fixed offsets on each side of the lane centerline, or b) the centerline and edge of each lane. The choice will depend on the accessibility to the lane center line if starting platforms are in place.
  - a) Mark each lane in two locations at each end approximately 0.5 m (18 to 21 inches) each side of the lane center line. Set the marks at the same relative locations,  $\pm$  25mm (1 inch), at each end of the lane. As an alternative, the outside of the end of lane “T’s” painted on the end walls may be used if they are the same at each end of each lane.

## USA Swimming

### Measuring and Certifying Competition Pools

- b) Mark the center of each lane and a point approximately 0.1 m (4 inches) just inside the lane divider at both ends of the outside lanes. Choose either the lane 1 or lane 8 side of all the internal lanes for a side mark at each end 0.1 m from the lane divider.
- Mark the prism pole at 0.8m (2' 7½") from the non prism end (ignore any base cone); and again at 1.1m (3' 7½") from the end. These reflect the below and above water level lane length measurement limits. See fig. I.
  - Set and level the total station on its tripod approximately midway along the length of one side of the pool. Include the appropriate prism offset into the total station setup. See fig. II.
  - Select a permanent mark for a reference angle verification backsite and record the angle. The angle will only be used to verify the Total Station setup has not changed during data collection. It is not required for calculations. See fig. II.
  - At the first end of lane location have the assistant place the prism pole (with prism) on the first reference location with the 0.8m mark at the water level and set it vertical using the prism pole bubble level. The pole, when vertical, will be set so that one edge is resting on the pool wall closest to the other end of the lane in that location. This may be below or above the water line. See fig. II. If the pole, when vertical, rests on a point more than 0.3 m (one ft) above the water surface, supplemental measurements will need to be taken. See "Notes".
  - When the pole is vertical, use the total station to take the horizontal angle (relative to the total station setup zero) to the center of the prism and the horizontal distance to the center of the prism pole. Record the angle and distance. (Note: Read and record the slope distance and vertical angle if the total station only measures the slope distance. Calculate the horizontal distance for use in the "cosine rule" calculations.) See fig. II.
  - Move the prism pole to the second location in the lane and take and record the angles and distances. Repeat the process for each marked location in a circuit around the pool.
  - When the circuit is completed, return to the reference mark and verify that the angle is at or close to the initial reading. A variation of less than 10 seconds of arc from the original reading should be acceptable.
  - Leave the instrument set up and calculate the length of each lane between the corresponding points at each end using a calculator, proprietary program or spreadsheet developed for the purpose. (See "calculation", below.)
  - If there are major variations in length between lanes, verify the data entry for the lanes in question (typically transposed numbers or incorrectly matched lane locations). Supplemental readings may be required on some lanes if recording of total station data is suspect.

Notes: In some pools there may be projections into the pool that could affect the lane length measurements, such as:

- A curb or coping more than 1 ft above the water surface that project further in to the pool than the general line of the wall. An offset piece 1.1m (3' 7½") long can be clamped to the prism pole to bypass the projection. (See fig. 1a). The width of the offset piece should be added (times 2, if used at both ends) into the lane length

## **USA Swimming**

### **Measuring and Certifying Competition Pools**

calculation. Additionally, starting platforms should be checked to ensure the leading edges line up with the pool end wall; not the edge of the coping.

- A thin retaining strip that holds a vinyl liner in place. These are typically about  $\frac{3}{4}$  inches wide, project about a  $\frac{1}{2}$  inch into the pool and extend around the pool about 4" to 8" below the surface. If a touch pad is used it will be moved further into the pool. If a touch pad is not used it is very unlikely to have an impact on the effective length of the lane. Figures 1b and 1c show how these situations can be measured.
- Care should be taken to note any projections into the pool that may affect the placement of touch pads, if they'll be used. If a projection will affect pad placement a measurement should be taken over it and the corresponding location at the other end. If it is a small projection, say less than 2 or 3 square inches in area and projecting less than an inch and it will not impact location of a touchpad, it may not need to be measured, but should be noted.

#### **Calculation**

The "cosine rule" is used to calculate the distance between the centers of the prism pole at the corresponding locations at each end of the lane. Adjustments are made for the diameter of the prism pole, touch pads and other conditions which affect the measurement. See Figure II.

#### **Reporting**

In 25 yard pools lane lengths may be reported in feet to the nearest .01 ft or in feet and inches to the nearest  $\frac{1}{8}$  inch (0.01 ft). Metric pools must be reported in meters to the nearest 5 mm (3mm is suggested). Report the shortest of any lengths calculated for each lane and the type of touch pads (thick or thin) assumed or used, and if they were in place during measurement.



# USA Swimming Measuring and Certifying Competition Pools

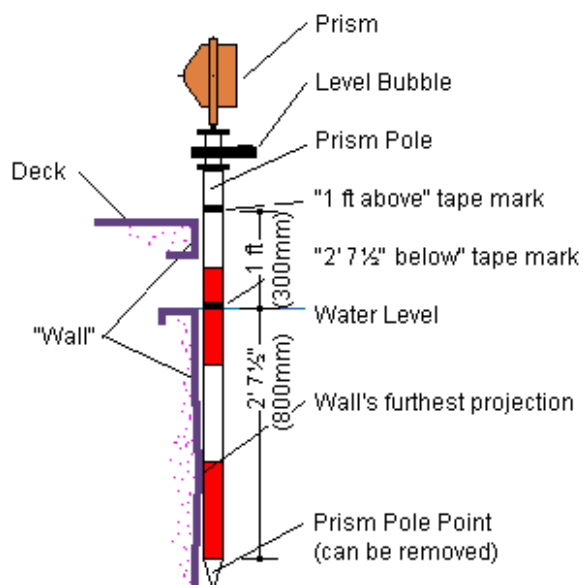


Figure I

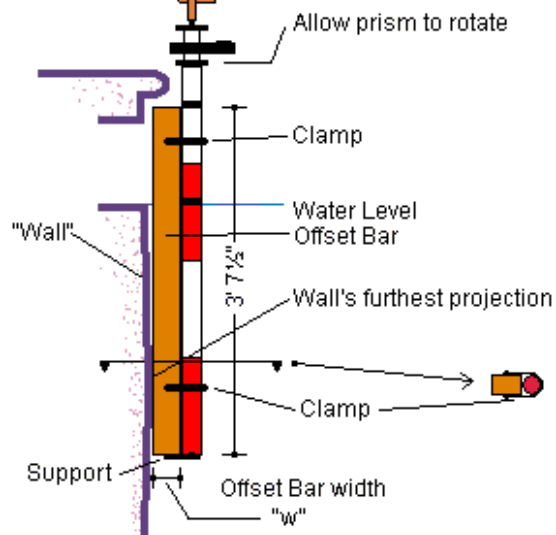


Figure I a

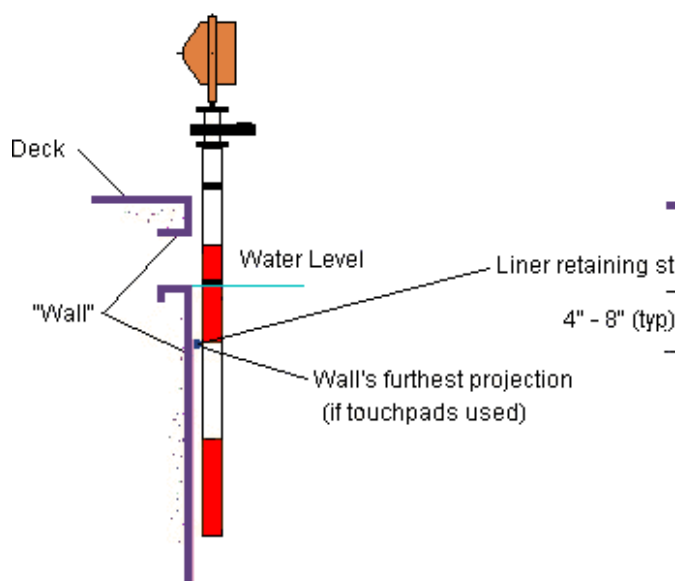


Figure I b

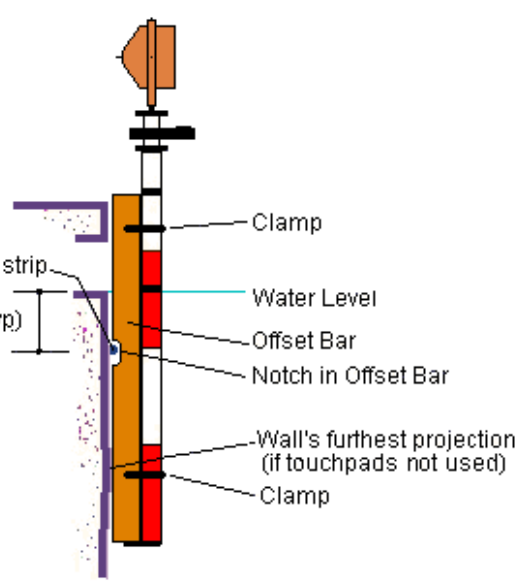
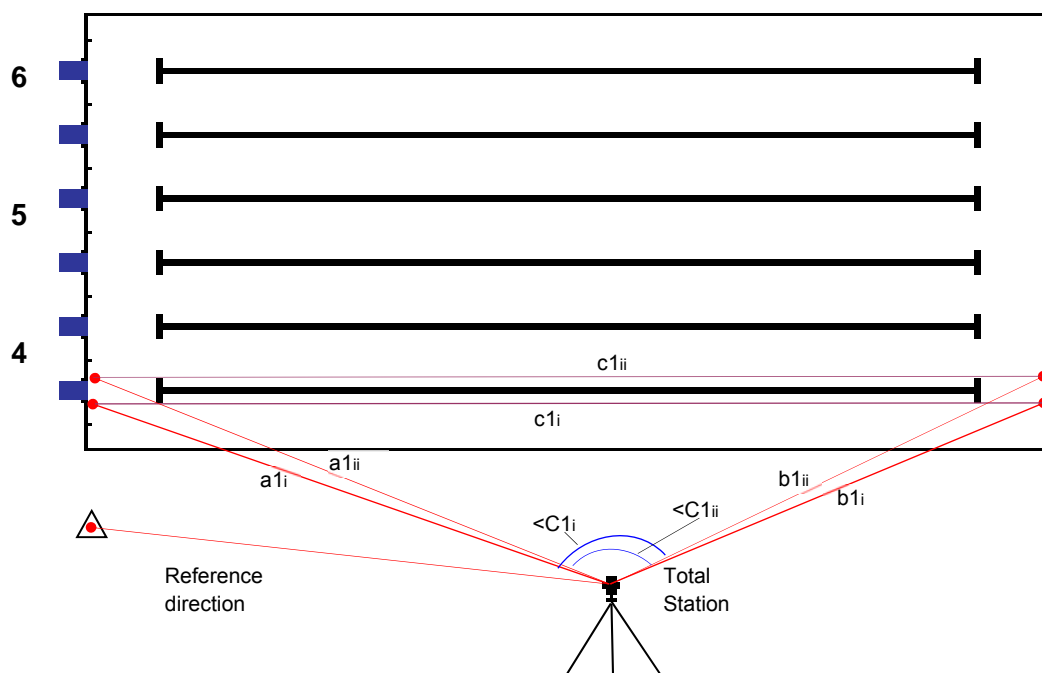


Figure I c

# USA Swimming

## Measuring and Certifying Competition Pools



$$L = c + p + \delta - n \cdot t = \text{Lane Length}$$

where

$$c = (a^2 + b^2 - 2 \cdot a \cdot b \cdot \cos(\angle C))^{\frac{1}{2}} - \text{"cosine rule"}$$

$L$  = lane length with  $n$  touch pads in place.

$a$  = horizontal distance from the total station to the center of the prism pole at one end

$b$  = horizontal distance from the total station to the center of the prism pole at the other end

$c$  = calculated distance between the center of the prism pole at each end of the lane

$\angle C$  = included angle between the readings for  $a$  and  $b$  which is equal the total station horizontal angle to " $b$ " minus horizontal angle to " $a$ "

$p$  = prism pole diameter

$\delta$  = other adjustments – see discussion. Could include Offset Bar widths (-ve).

$n$  = number of touch pads used in the calculation. " $n$ " may be 0, 1 or 2. If touch pads are set in place when the measurements are taken, use  $n = 0$  and include a note indicating the number of pads in place for the measurement.

$t$  = touch pad thickness when in place (determined from face of wall to face of pad)

– when pads are in good condition and mounted properly,  $t$  is usually 10 to 15 mm for thicker pad types (Colorado, Omega, etc.) and 4 to 6 mm for thinner pad types (Daktronics).

Figure II

# USA Swimming

## Measuring and Certifying Competition Pools

### Part 4 – Extracts from USA Swimming Rules and Regulations

2010 USA Swimming Rules require:

#### OFFICIAL GLOSSARY Swimming Words and Terms

**WALL** — vertical portion of the pool, contiguous surfaces of the deck and overflow gutter, the front portion of the starting block or platform, or the touchpad at the end of the course.

#### ARTICLE 103

#### FACILITIES STANDARDS

##### 103.1 DEFINITIONS

- .1 /M/ = Indicates mandatory requirement for all competition.
- .2 /NC/ = Except as noted otherwise, indicates mandatory requirement for USA Swimming Championships and International Competition.
- .3 /LSC/ = Predicated on facility availability, LSC's may waive strict compliance with these requirements in sanctioning local competition.
- .4 Where dimensions are given, the dimension listed first shall govern and dimensions given in parenthesis are for reference only.

##### 103.2 WATER DEPTH

- .1 /NC/ 2 meters (6 feet 7 inches) deep throughout the course.
- .2 /M/ Teaching Racing Starts – (effective May 1, 2009) Minimum water depth for teaching racing starts, prior to certification, in any setting from any height starting blocks or the deck shall be 6 feet (1.84 meters) **measured for a distance of 3 feet 3½ inches (1.0 meter) to 16 feet 5 inches (5.0 meters) from the end wall**. Teaching racing starts shall only take place under the direct supervision of a USA Swimming member coach and shall include:
  - A All racing start instruction until a swimmer has been certified by his or her USA Swimming member coach as proficient in performing a racing start, and
  - B Subsequent to certification, instruction which seeks to alter a swimmer's basic technique in performing a racing start. Subsequent to certification, practicing of racing starts may take place in water depth of four (4) feet (1.22 meters) and deeper.
- .3 /M/ Racing Starts – Minimum water depth for racing starts during practice and competition shall be measured for a distance **3 feet 3½ inches (1.0 meter) to 16 feet 5 inches (5.0 meters)** from the end wall. Starting requirements and height of starting block shall be:
  - A In pools with water depth less than 4 feet (1.22 meter) at the starting end, the swimmer must start from within the water;
  - B In pools with water depth 4 feet (1.22 meter) or more at the starting end, starting platforms shall meet the height requirements of 103.12.1.

Note: Local, state and municipal statutes, ordinances, rules and regulations, may have depth limitations in conflict with this section. The LSC and all Member Clubs should check for this at all times.

##### 103.3 RACING COURSE DIMENSIONS

- .1 /M/ Length.
  - A Long Course: 50.00 meters (164 feet and ½ inch).
  - B Short Course: 25.00 yards or 25.00 meters (82 feet and ¼ inch).
  - C Dimensional Tolerance: Against the required length, a tolerance of plus (+) 0.03 meters (1 and 3/16ths of an inch) in a vertical plane extending 0.3 meters (12 inches) above and 0.8 meters (2 feet, 7 and ½ inches) below the surface of the water at all points of both end walls.
  - D When automatic officiating equipment touch pads are used at one or both ends, the course shall be of such length that ensures the required distance between the two touch pads or between either pad and the opposite end of the course.

# USA Swimming

## Measuring and Certifying Competition Pools

- E When the racing course is fixed by the use of movable bulkheads, such bulkheads shall be designed to resist lateral deflection due to tension exerted by the attachment of the lane dividers to ensure the required course distance in all lanes.
- F See Article 104, Rules for Swimming Records, for course measurements certification requirements.

### .2 Width.

- A /NC/ Eight or ten lanes, minimum width of 2.5 meters (8 feet 2 ½ inches), from center line to center line of the lane dividers, with approximately 0.45 meters (1 foot 6 inches) of additional open water outside lanes 1 and 8 (or 10). Program Operations may waive this requirement for National Championships.
- B /LSC/ Minimum lane width for competitive swimming shall be 7 feet (2.13 meters).

### 103.4 /M/ RACING COURSE WALLS

- .1 **Permanent Course Walls** — Walls enclosing the racing course shall be parallel and vertical. The end walls shall be at a right angle to the water surface and shall be constructed of solid material with non-slip surface that extends no less than 0.8 meters (2 feet 7½ inches) below the water surface.
- .2 **Movable Bulkhead Course Walls** — If a continuous recessed hand grip is provided at or near the water surface in a movable bulkhead, the horizontal dimension of the recess perpendicular to the bulkhead should be not less than six inches (.15 meters) and designed in a manner to prevent the swimmer's fingers from contacting the back surface of the recess.

### 103.12 /M/ STARTING PLATFORMS

- .1 **Height.**
  - A **Long course and short course meters:** The front edge of the starting platform shall be no less than 0.50 meters (1 foot 8 inches) nor more than 0.75 meters (2 feet 5½ inches) above the surface of the water.
  - B **Short Course yards:** The front edge of the starting platform shall be not higher than 2 feet 6 inches (0.762 meters) above the surface of the water.
- .2 The front edge of the starting platform shall be flush with the face of the end walls.
- .3 The top surface of the starting platform shall be not less than 0.50 by 0.50 meters (1 foot 8 inches square) and shall slope not more than 10 degrees from the horizontal. It may have an adjustable setting back plate. The entire surface of the platform shall be faced with permanent non-slip material.
- .4 Backstroke starting grips: Starting platforms shall be equipped with firm starting grips located between 0.3 meters (12 inches) and 0.6 meters (24 inches) above water surface. The front edge of the grips shall be parallel to and flush with the face of the end wall.

### 103.14 /M/ BACKSTROKE FLAGS AND LINES

- .1 **Design:** At least three triangular pennants six (6) to twelve (12) inches in width at the base and twelve (12) to eighteen (18) inches in vertical length, of two or more alternating and contrasting colors shall be suspended on a firmly stretched line over each lane during all warmup periods and during competition for all backstroke, individual medley and medley relay events.
- .2 **Location:**
  - A Long course and short course meters: 5 meters (16 feet 5 inches) from each end of the course, a minimum of 1.8 meters (5 feet 11 inches) to a maximum of 2.5 meters (8 feet 3 inches) above the water surface.
  - B Short course yards: 15 feet (4.57 meters) from each end of the course, 7 feet (2.13 meters) above the water surface.
  - C Height shall be measured to the horizontal line from which the pennants are suspended.
- .3 /LSC/ For long course backstroke, individual medley, and medley relay events a firmly stretched ¼ inch line without flags or pennants shall be suspended at midpoint of the course.

### 103.18 AUTOMATIC OFFICIATING EQUIPMENT

- .3 /NC/ Touch Pads:
  - A Size and thickness: Recommended pad size shall be 6 feet 6 inches (2 meters) wide and not less than 2 feet (0.60 meters) deep. Minimum width of pads shall be 5 feet (1.52 meters). Thickness shall not exceed ¾ of an inch (1 centimeter).
  - E At the facilities in which competition to select USA Swimming National Teams for the Olympic Games and World Championships is held, the touch pads must be minimum 0.9 meters (2 feet, 1<sup>17</sup>/<sub>16</sub> inches) high, 2.4 meters (7 feet, 10 ½ inches) wide and maximum one centimeter (¾ of an inch) in thickness. Such pads shall be installed at end of the course and shall extend 0.3 meters each (11<sup>13</sup>/<sub>16</sub> inches) above and 0.6 meters

# USA Swimming

## Measuring and Certifying Competition Pools

(1 foot, 11<sup>5</sup>/<sub>8</sub> inches) below the water surface. The Program Operations Vice President may waive this requirement for National Championships.

### ARTICLE 104

#### RULES FOR SWIMMING RECORDS

##### 104.2 USA SWIMMING RECORDS

- .1 General Requirements and Conditions for Records
- .2 American and United States Open Records

##### C Special Requirements and Conditions

- (1) Records established outside of the United States shall be applied for on official record application forms. When an American Record results from a World Record performance outside the United States, it shall be accepted as such upon formal approval by FINA without further certification.
- (2) When a record is claimed, an official record application form shall be filled out, signed by the designated officials, and transmitted to Headquarters with all supporting data, including official meet results and the primary printout tape from the automatic timing equipment, within 14 days after the performance.
- (3) **Pool Certification**
  - (a) Record applications will not be accepted unless certification of course length accompanies them or is on file with USA Swimming.
  - (b) Pool certification shall be reported on the standard form available from the Executive Director.
  - (c) Certification data need only be filed once unless structural changes have occurred since original certification.
- (4) **Pool Measurement**
  - (a) The length of the course, measured and certified (signed and sealed) by a surveyor or other qualified professional licensed in the State or jurisdiction where the facility is located. Such measurements shall be stated in feet and inches and fractions of an inch, or in meters and centimeters.
  - (b) A statement of the conditions under which the course was measured must be included.
  - (c) Where a moveable bulkhead is used, course measurement of the lane in which the record was set must be confirmed at the conclusion of the session during which the time was achieved.

# USA Swimming

## Measuring and Certifying Competition Pools

### Part 5 – Reporting Forms

The certification process for pools is on the USA Swimming web site.

Click on **Members Resources** tab at the top of USA Swimming web page [www.usaswimming.org](http://www.usaswimming.org)

THEN

Click on **Consulting Services** tab >

- **FOR EVERYONE**
  - [Programs & Services](#)
    - [My USA Swimming](#)
    - [Performance Recognition](#)
    - [Swim Camps](#)
    - [Sports Medicine Network](#)
    - [Newsletters & Magazines](#)
    - [Consulting Services](#)

THEN

Click on **FACILITIES** tab >

- [Master Coaches](#)
- [Facilities](#)
- [Retail Discounts](#)
- [Insurance & Risk Management](#)

THEN

After clicking on the Facilities tab go to the bottom of page

at bottom of Facilities page under “What’s Related” and click on **Pool Certification**

### WHAT’S RELATED

[Facilities & Programming Consultants](#) 

[Facilities Reference Articles](#) 

[Pool Certification](#) 

[Professional Providers](#) 

THEN

After clicking on the Pool Certification tab go to the bottom of page

# USA Swimming

## Measuring and Certifying Competition Pools

under “What’s Related” and click on either the List or Form.

[List of Certified Pools](#)



[Pool Certification Form](#)

### THE LIST:

Pools are listed by state and then the pool name rather than the city. The city is listed in the body of the table.

Pools can be measured with or without touchpads. If with touchpads at one end the notation will be (with pads 1E)

If with touchpads at both ends the notation will be (with pads 2E)

This list is updated every 3 to 4 weeks so after submittal and approval of forms the pool may not appear on the list immediately. For additional information or assistance please e-mail [mnelson@usaswimming.org](mailto:mnelson@usaswimming.org)

Approved pools will be listed on the USA Swimming web site at [www.usaswimming.org/facilities](http://www.usaswimming.org/facilities)

Click on Members Resources tab >>>>> then

Click on Consulting Services tab >>>>> then

Click on Facilities and go to the bottom of page

Under what’s related click on Pool Certification

Then go to bottom of page and click on

[List of Certified Pools](#)





## USA SWIMMING

### MEASUREMENT CERTIFICATION OF PERMANENT RACING COURSE

City and State in which pool is located: \_\_\_\_\_

Name of Pool Owner or Operator: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Pool Name: \_\_\_\_\_

Pool Address (if different from above): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

LSC: \_\_\_\_\_ (If you do not know the LSC [Click Here](#))

#### RELEVANT USA SWIMMING REGULATIONS

- Rule 103.2.3 Racing Starts – Minimum water depth for racing starts during practice and competition shall be measured for a distance 3 feet 3 ½ inches (1.0 meter) to 16 feet 5 inches (5.0 meters) from the end wall. ....
- Rule 103.3.1.C Dimensional Tolerance: Against the required length, a tolerance of plus (+) 0.03 meters (1 and <sup>3</sup>/<sub>16</sub>ths of an inch) in a vertical plane extending 0.3 meters (12 inches) above and 0.8 meters (2 feet, 7½ inches) below the surface of the water at all points of both end walls.
- Rules 103.3.1.D When automatic officiating equipment touch pads are used at one or both ends, the course shall be of such length that ensures the required distance between the two touch pads or between either pad and the opposite end of the course.
- Rule 104.2.2.C(4)(a) The length of the course, measured and certified (signed and sealed) by a surveyor or other qualified professional licensed in the State or jurisdiction where the facility is located. Such measurements shall be stated in feet and inches and fractions of an inch, or in meters and centimeters.
- Rule 104.2.2.C(4)(b) A statement of the conditions under which the course was measured must be included.
- Rule 104.2.2.C(4)(c) Where a moveable bulkhead is used, course measurement of the lane in which the record was set must be confirmed at the conclusion of the session during which the time was achieved..

**NOTE:** If two or more racing courses are offered in the same pool (i.e., 50m x 25y), a separate form for each course must be filed.



## MEASUREMENTS (ANSWER ALL QUESTIONS)

### Check off each item below:

This pool is: ☐ Long Course (50m); ☐ Short Course yds (25y); ☐ Short Course m (25m)

This pool is: ☐ indoors; ☐ outdoors

Touch pads: ☐ One end; ☐ Both ends; or ☐ No touch pads - are included in the measurement.

This pool has: ☐ Fixed End Walls; ☐ Moveable bulkheads at ☐ one or ☐ both ends.

### Minimum Length of each Lane:

	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6	LANE 7	LANE 8	LANE 9	LANE 10
Feet	ft	ft	ft	ft	ft	ft	ft	ft	ft	ft
Meters	m	m	m	m	m	m	m	m	m	m

### WATER DEPTH (IN FEET)

	LANE 1	LANE _	LANE _	LANE _	LANE _	LANE _	LANE _	LANE _	LANE _	LANE _
Start 1m	00.0ft	ft	ft	ft	ft	ft	ft	ft	ft	ft
Start 5m	ft	ft	ft	ft	ft	ft	ft	ft	ft	ft
Mid length	ft	ft	ft	ft	ft	ft	ft	ft	ft	ft
Turn 5m	ft	ft	ft	ft	ft	ft	ft	ft	ft	ft
Turn 1m	ft	ft	ft	ft	ft	ft	ft	ft	ft	ft

\*Minimum depth across lanes in each location. Include both outside lanes and at least every other inside lane.

In my opinion, the provisions of USA Swimming Rules 103.3.1 and 104.2.2 as outlined on the

previous page have been compiled with in subject pool, with the following exceptions:

Measurements were made on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ AM/PM under normal competitive temperature conditions and to an accuracy of at least .01 feet ( $\frac{1}{8}$  inch or 3mm) in short course pool and at least 5mm in long course pool.

***At the time of measurement, I was not in the employ of the pool builder.***

The following equipment was used for measurements:

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

Signature: \_\_\_\_\_

Title/Degree: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Check one:

☐ Registered Surveyor

☐ Registered Engineer

License # \_\_\_\_\_

State: \_\_\_\_\_

Mail this completed form to:

FACILITIES DEVELOPMENT DEPARTMENT  
USA SWIMMING  
1 OLYMPIC PLAZA  
COLORADO SPRINGS, CO 80909-5770

To receive a confirmation of receipt and acceptance, please CLEARLY PRINT your name and email address below:

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

E-mail: \_\_\_\_\_

DESIGN-BUILD AGREEMENT

*for*

[PROJECT NAME]

*between*

MANATEE COUNTY (AS OWNER)

*and*

\_\_\_\_\_ (AS DESIGN-BUILDER)

## TABLE OF CONTENTS FOR DESIGN-BUILD AGREEMENT

	<u>Page</u>
<b>Article I – General Provisions.....</b>	<b>1</b>
<b>a. Owner’s Criteria.....</b>	<b>1</b>
A. Owner’s Program.....	1
B. Owner’s Design Requirements.....	2
C. Physical Characteristics.....	2
D. Budget.....	2
E. Milestones.....	2
F. Architect/Engineer, Consultants and Contractors.....	2
G. Additional Criteria.....	2
H. Laws and Regulations.....	3
I. Criteria Changes.....	3
J. Digital Transmissions.....	3
<b>b. Project Team.....</b>	<b>3</b>
A. Owner’s Representative.....	3
B. Reviewers.....	3
C. Consultants.....	3
D. Design-Builder’s Representative.....	3
E. Changes to Representatives.....	3
<b>c. Dispute Resolution.....</b>	<b>3</b>
<b>d. Definitions.....</b>	<b>4</b>
A. Acceptance.....	4
B. Application for Payment.....	4
C. Architect/Engineer.....	4
D. Certificate for Payment.....	4
E. Change Order.....	4
F. Compensable Delay.....	4
G. Consultant.....	4
H. Contractor.....	4
I. Days.....	4
J. Defective.....	5
K. Design-Build Amendment.....	5
L. Design-Build Documents.....	5
M. Design Builder.....	5
N. Design-Builder’s Proposal.....	5
O. Excusable Delay.....	5
P. Field Directive.....	5
Q. Final Completion Date.....	5
R. Float or Slack Time.....	6
S. Force Majeure.....	6
T. Inexcusable Delay.....	6
U. Instruments of Service.....	6
V. Modification.....	6
W. Non-Prejudicial Delay.....	6

X. Notice to Proceed.....	6
Y. Owner.....	6
Z. Owner’s Represenatative.....	6
AA. Payment and Performance Bond.....	6
BB. Permitting Authority.....	6
CC. Prejudicial Delay.....	7
DD. Pre-Operation Testing.....	7
EE. Procurement Ordinance.....	7
FF. Progress Report.....	7
GG. Project .....	7
HH. Project Costs.....	7
II. Project Manager.....	7
JJ. Project Plans and Specifications.....	7
KK. Project Schedule.....	7
LL. Project Site.....	7
MM. Punch List Completion Date.....	8
NN. Purchasing Official.....	8
OO. Submittal.....	8
PP. Substantial Completion and Substantially Complete.....	8
QQ. Substantial Completion Date.....	8
RR. Unit Price Work.....	8
SS. Work.....	8
TT. Work Directive Change.....	8
<b>Article II – Compensation and Progress Payments .....</b>	<b>9</b>
<b>2.1 Compensation for Work Performed Prior to Execution of Design-Build Amendment..</b>	<b>9</b>
A. Timing and Rate.....	9
B. Hourly Rates.....	9
<b>2.2 Compensation for Reimbursable Expenses Prior to Execution of Design-Build Amendment.....</b>	<b>9</b>
A. Reimbursable Expenses.....	9
B. Administrative Fee.....	10
C. Records.....	10
<b>2.3 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment.....</b>	<b>10</b>
<b>2.4 Local Government Prompt Payment Act.....</b>	<b>10</b>
<b>Article III – General Requirements of the Work.....</b>	<b>10</b>
<b>3.1 General.....</b>	<b>10</b>
A. Licensing Requirements.....	10
B. Design-Builder Representative.....	10
C. Compliance with Design-Build Documents.....	10
D. Compliance with Applicable Laws.....	10
E. Violations.....	11
F. Acts or Omissions.....	11
G. Periodic Meetings.....	11
H. Qualified and Licensed Professionals.....	11
I. Permits and Approvals.....	11

J. Progress Reports.....	11	
K. Design-Builder's Schedules.....		12
L. Certifications.....		12
M. Design-Builder's Submittals.....		12
N. Warranty.....		13
O. Royalties, Patents and Copyrights.....		14
P. Indemnification.....	14	
Q. Contingent Assignment of Agreements.....	15	
R. Design-Builder's Insurance.....	16	
S. Payment and Performance Bond.....		16
<b>Article IV – Work Prior to Execution of the Design-Build Amendment.....</b>	<b>16</b>	
<b>4.1 General.....</b>	<b>16</b>	
A. Information Submitted.....	16	
B. Advice and Recommendations.....		16
<b>4.2 Evaluation of the Owner's Criteria.....</b>	<b>17</b>	
A. Meetings.....		17
B. Report.....		17
C. Review.....		17
<b>4.3 Preliminary Design.....</b>	<b>17</b>	
A. Submittal.....	17	
B. Review.....	18	
<b>4.4 Design-Builder's Proposal.....</b>	<b>18</b>	
A. Submittal.....	18	
B. Local Conditions.....	18	
C. Design-Build Amendment.....	18	
<b>Article V – Work Following Execution of the Design-Build Amendment.....</b>	<b>19</b>	
<b>5.1 Construction Documents.....</b>	<b>19</b>	
A. Preparation; Consistency.....	19	
B. Owner Review.....	19	
<b>5.2 Construction.....</b>	<b>19</b>	
A. Commencement.....	19	
B. Pre-Amendment Commencement.....	19	
C. Supervision and Control.....	19	
D. Inspection.....	19	
<b>5.3 Labor and Material.....</b>	<b>20</b>	
A. Design-Builder to Provide.....	20	
B. Substitutions.....	20	
C. Management of Employees.....	20	
<b>5.4 Taxes.....</b>	<b>20</b>	
<b>5.5 Permits, Fees, Notices and Compliance with Laws.....</b>	<b>20</b>	
A. Permits.....	20	
B. Unanticipated Site Conditions.....	21	
<b>5.6 Allowances.....</b>	<b>20</b>	
i. Allowances.....		20

ii. Owner Selections.....	21
<b>5.7 Key Personnel, Contractors and Suppliers.....</b>	<b>21</b>
i. Identification.....	21
ii. Owner Objections.....	22
iii. Changes.....	22
<b>5.8 Documents and Submittals at the Site.....</b>	<b>22</b>
<b>5.9 Use of Site.....</b>	<b>22</b>
<b>5.10 Cutting and Patching.....</b>	<b>22</b>
<b>5.11 Cleanliness.....</b>	<b>23</b>
(1) Cleanliness.....	23
(2) Reimbursement to Owner.....	23
<b>5.12 Access to Work.....</b>	<b>23</b>
<b>5.13 Construction by Owner or by Separate Contractors.....</b>	<b>23</b>
A. Owner's Right to Perform Construction and to Award Separate Contracts.....	23
<b>5.14 Mutual Responsibility.....</b>	<b>24</b>
A. Coordination of Site Uses.....	24
B. Reporting of Discrepancies or Defects.....	24
C. Costs.....	24
D. Damages.....	24
E. Cutting and Patching by Owner.....	24
<b>5.15 Owner's Right to Clean Up.....</b>	<b>24</b>
<b>Article VI – Changes in the Work.....</b>	<b>24</b>
<b>6.1 General.....</b>	<b>24</b>
<b>6.2 Minor Changes in the Work.....</b>	<b>25</b>
<b>6.3 Emergencies.....</b>	<b>25</b>
<b>6.4 Concealed Conditions.....</b>	<b>25</b>
<b>6.5 Change Orders; Adjustments to Contract Sum.....</b>	<b>25</b>
<b>6.6 Unit Prices.....</b>	<b>26</b>
<b>6.7 Owner-Initiated Changes.....</b>	<b>26</b>
<b>6.8 Unauthorized Work.....</b>	<b>27</b>
<b>6.9 Defective Work.....</b>	<b>27</b>
<b>6.10 Estimates for Changes.....</b>	<b>27</b>
<b>6.11 Form of Proposed Changes.....</b>	<b>27</b>
<b>6.12 Changes to Contract Time.....</b>	<b>27</b>
<b>Article VII – Owner's Rights and Responsibilities.....</b>	<b>27</b>
<b>7.1 General.....</b>	<b>27</b>
A. Authority of Owner's Representative.....	27
B. Owner Decisions.....	28
<b>7.2 Information and Services Required of the Owner.....</b>	<b>28</b>

A. Promptness.....	28
B. Inspections and Reports.....	28
C. Land Uses.....	28
D. Cooperation; Permitting.....	28
E. Reliance Upon Reports.....	28
F. Notice of Defects.....	28
G. Communications.....	28
H. Subsurface Conditions.....	29
<b>7.3 Submittals.....</b>	<b>29</b>
A. Review of Submittals.....	29
B. Notice of Non-Conformance.....	29
<b>7.4 Site Visits; Limitations.....</b>	<b>29</b>
<b>7.5 Design-Builder Performance; Limitations.....</b>	<b>29</b>
<b>7.6 Rejection of Work.....</b>	<b>30</b>
<b>7.7 Completion Dates.....</b>	<b>30</b>
<b>7.8 Owner’s Right to Stop Work.....</b>	<b>30</b>
<b>7.9 Owner’s Right to Carry Out the Work.....</b>	<b>30</b>
<b>7.10 Governmental Body.....</b>	<b>30</b>
<b>7.11 Pre-Completion Acceptance.....</b>	<b>30</b>
<b>7.12 Ownership and Use of Drawings, Specifications and Other Instruments of Service... 31</b>	
<b>Article VIII – Time.....</b>	<b>31</b>
<b>8.1 Progress and Completion.....</b>	<b>31</b>
.1 Time Limits.....	31
.2 Insurance.....	31
.3 Substantial Completion.....	31
<b>8.2 Delays and Extensions of Time.....</b>	<b>32</b>
A. Owner Delays.....	32
B. Claims for Delay.....	32
C. Liquidated Damages for Delay.....	32
<b>Article IX – Payment Applications and Project Completion.....</b>	<b>32</b>
<b>9.1 Contract Sum.....</b>	<b>32</b>
<b>9.2 Schedule of Values.....</b>	<b>32</b>
<b>9.3 Applications for Payment.....</b>	<b>32</b>
A. Submittal; Requirements.....	32
B. Payments for Services Provided.....	33
C. Warranties.....	33
<b>9.4 Certificates for Payment.....</b>	<b>33</b>
<b>9.5 Decisions to Withhold Certification.....</b>	<b>34</b>
A. Grounds.....	34
B. Cure.....	34
C. Issuance of Joint Checks.....	34
<b>9.6 Progress Payments.....</b>	<b>34</b>
A. Payment.....	35
B. Payments by Design-Builder.....	35
C. Requests for Information.....	35
D. Evidence of Payment by Design-Builder.....	35



E. Payments to Suppliers.....	35
F. Acceptance of Work.....	35
<b>9.7 Failure of Payment.....</b>	<b>35</b>
<b>9.8 Substantial Completion.....</b>	<b>36</b>
A. Substantial Completion Defined.....	36
B. List of Corrections.....	36
C. Inspections; Corrections.....	36
D. Certificate of Substantial Completion.....	36
E. Submittal; Acceptance.....	36
<b>9.9 Partial Occupancy or Use.....</b>	<b>36</b>
A. Right of Owner.....	37
B. Inspection.....	37
C. Occupancy Shall Not Constitute Acceptance.....	37
<b>9.10 Final Completion and Final Payment.....</b>	<b>37</b>
A. Timely Inspection.....	37
B. Conditions of Final Payment.....	37
C. Delay; Partial Payment.....	38
D. Waiver of Owner Claims.....	38
E. Waiver of Design-Builder Claims.....	38
<b>Article X – Protection of Persons and Property.....</b>	<b>38</b>
<b>10.1 Safety Precautions and Programs.....</b>	<b>38</b>
<b>10.2 Safety of Persons and Property.....</b>	<b>38</b>
A. Prevention.....	39
B. Compliance with Laws and Regulations.....	39
C. Safeguards.....	39
D. Hazardous Materials.....	39
E. Remedy of Damages and Losses.....	39
F. Safety Officer.....	39
G. Loading of Construction Site.....	40
H. Injury or Damage to Person or Property.....	40
<b>10.3 Hazardous Materials.....</b>	<b>40</b>
A. Design-Builder Responsibility.....	40
B. Owner Responsibility.....	40
C. Indemnity by Owner.....	40
D. Limitations on Indemnity.....	41
E. Indemnity by Design-Builder.....	41
<b>10.4 Emergencies.....</b>	<b>41</b>
<b>Article XI – Uncovering and Correction of Work.....</b>	<b>41</b>
<b>11.1 Uncovering of Work.....</b>	<b>41</b>
<b>11.2 Correction of Work.....</b>	<b>41</b>
A. Duty to Correct Work.....	41
B. After Substantial Completion.....	42
C. Removal of Uncorrected Work.....	42
D. Cost of Damage to Construction.....	42
E. No Limitation on Obligation to Correct Work.....	42
<b>11.3 Acceptance of Nonconforming Work.....</b>	<b>43</b>

<b>Article XII – Accounting Records; Ownership of Documents.....</b>	<b>43</b>
12.1 Accounting Records.....	43
12.2 Inspection and Audit.....	43
12.3 Access.....	43
12.4 Ownership of Documents.....	44
<b>Article XIII – Public Contract Laws.....</b>	<b>44</b>
13.1 Equal Opportunity Employment.....	44
A. Employment.....	44
B. Participation.....	44
13.2 Immigration Reform and Control Act of 1986.....	44
13.3 No Conflict of Interest.....	44
A. No Interest in Business Activity.....	44
B. No Appearance of Conflict.....	45
13.4 Truth in Negotiations.....	45
13.5 Public Entity Crimes.....	45
<b>Article XIV – Force Majeure, Fire or Other Casualty.....</b>	<b>45</b>
14.1 Force Majeure.....	45
A. Unavoidable Delays.....	45
B. Concurrent Design-Builder Delays.....	46
C. Notice; Mitigation.....	46
14.2 Casualty; Actions by Owner and Design-Builder.....	46
14.3 Approval of Plans and Specification.....	47
14.4 Notice of Loss or Damage.....	47
<b>Article XV – Representations, Warranties and Covenants.....</b>	<b>47</b>
15.1 Representations and Warranties of Design-Builder.....	47
15.2 Representations of the Owner.....	49
<b>Article XVI – Termination or Suspension.....</b>	<b>50</b>
16.1 Termination or Suspension Prior to Execution of the Design-Build Amendment.....	50
A. Design-Builder Suspension of Services.....	50
B. Owner Suspension.....	51
C. Termination by Design-Builder for Suspension.....	51
D. Termination for Cause.....	51
E. Owner Termination for Convenience.....	51
F. Compensation to Design-Builder.....	51
16.2 Termination or Suspension Following Execution of the Design-Build Amendment...	51
A. Termination by the Design-Builder.....	51
B. Termination by the Owner for Cause.....	52
16.3 Suspension by the Owner for Convenience.....	53
A. Right to Suspend.....	54
B. Adjustment to Contract Time.....	54

<b>16.4 Termination by the Owner for Convenience.....</b>	<b>54</b>
A. Right to Terminate.....	54
B. Obligation of Design-Builder Upon Termination.....	54
C. Compensation.....	54
<b>Article XVII – Claims and Dispute Resolution.....</b>	<b>55</b>
<b>17.1 Claims.....</b>	<b>55</b>
A. Definition.....	55
B. Owner to Decide Disputes.....	55
C. Finality.....	55
D. No Damages for Delay.....	55
E. Permitted Claims Procedure.....	55
F. Contract Claims and Disputes.....	56
G. Claims for Consequential Damages.....	56
<b>Article XVIII – Miscellaneous Provisions.....</b>	<b>57</b>
<b>18.1 Governing Law; Venue.....</b>	<b>57</b>
<b>18.2 Successors and Assigns.....</b>	<b>57</b>
<b>18.3 Headings and Captions.....</b>	<b>57</b>
<b>18.4 Severability.....</b>	<b>57</b>
<b>18.5 Attorney’s Fees and Costs.....</b>	<b>57</b>
<b>18.6 Relationship of the Parties.....</b>	<b>57</b>
<b>18.7 Notices.....</b>	<b>58</b>
<b>18.8 Exhibits.....</b>	<b>58</b>

**DESIGN-BUILD AGREEMENT  
FOR  
[PROJECT NAME]**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida (License # \_\_\_\_\_), referred to herein as “Design-Builder”, for the following project: \_\_\_\_\_.

**WHEREAS**, the Owner intends to design, engineer and construct **[PROJECT DESCRIPTION]**, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

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

**WHEREAS**, in response to Owner’s Request for Proposal No. \_\_\_\_\_ (the “RFP”), Design-Builder has submitted its Proposal (the “RFP Proposal”) to provide the aforementioned services.

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

**ARTICLE I  
GENERAL PROVISIONS**

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

*(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable” or “unknown at time of execution.” If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert “see Owner’s design documents” where appropriate)*

A. Owner’s Program. The Owner’s program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

B. Owner’s Design Requirements. The Owner’s design requirements for the Project and related documentation:

*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

C. Physical Characteristics. The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports, site, boundary and topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)*

D. Budget. The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

E. Milestones. The Owner's design and construction milestone dates:

- (1) Design phase milestone dates:
- (2) Submission of Design-Builder's Proposal:
- (3) Phased completion dates:
- (4) Substantial Completion dates:
- (5) Other milestone dates:

F. Architect/Engineer, Consultants and Contractors. The Owner requires the Design-Builder to retain the necessary Architect/Engineer, Consultants and Contractors at the Design-Builder's cost. The Architect/Engineer and any Consultants performing design services shall be selected in accordance with the process set forth in Section 287.055, Florida Statutes.

G. Additional Criteria. Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as sustainability, energy efficiency, and historic preservation requirements.)*

H. Laws and Regulations. The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

I. Criteria Changes. If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article VI.

J. Digital Transmissions. If Instruments of Service or any other information or documentation is to be transmitted in digital form, the parties shall endeavor to establish necessary protocols governing such transmissions.

## **1.2 Project Team.**

A. Owner's Representative. The Owner identifies the following representative in accordance with Section 7.1.A:

*(List name, address and other information.)*

B. Reviewers. The person or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

*(List name, address and other information.)*

C. Consultants. The Owner will retain the following consultants and separate contractors:

*(List discipline, scope of work, and, if known, identify by name and address.)*

D. Design-Builder's Representative. The Design-Builder identifies the following representative in accordance with Section 3.1.B:

*(List name, address and other information.)*

E. Changes to Representatives. Neither the Owner's nor the Design-Builder's representative shall be changed without ten (10) days' written notice to the other party.

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

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

i. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form accepted by the Owner's Representative which is to be used by Design-Builder in requesting progress or final payments

and which is to include such supporting documentation as is required by the Design-Build Documents.

C. Architect/Engineer: The Architect/Engineer is the person or entity providing design services for the Design-Builder for all or a portion of the work, and is lawfully licensed to practice architecture or engineering in the State of Florida. The Architect/Engineer is referred to throughout the Design-Build Documents as if singular in number.

D. Certificate for Payment: The form approved and accepted by the Owner, which is to be used by the Owner in approving progress payments for final payment.

E. Change Order: A written order signed by the Owner and the Design-Builder authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article VI.

F. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Design-Builder resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

G. Consultant: A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. A Consultant shall be lawfully licensed to provide the required professional services in the State of Florida.

H. Contractor: A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. A Contractor shall be lawfully licensed in the State of Florida. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

I. Days: Calendar days except when specified differently. When time is referred to in the Design-Build Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

J. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Design-Build Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Design-Build Documents, or that has been damaged prior to Owner’s Representative approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

K. Design-Build Amendment: The Design-Build Amendment is the amendment to this Agreement to be executed pursuant to Section 4.4.C., hereof, accepting the

Design-Builder's Proposal and setting forth the Contract Sum or guaranteed maximum price, and the Contract Time and Substantial Completion Date.

L. Design-Build Documents: The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"), other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

M. Design-Builder: The Design-Builder is the firm identified in the preamble of this Agreement, and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

N. Design-Builder's Proposal: The proposal to be prepared by Design-Builder and submitted to Owner pursuant to and in accordance with Section 4.4 of this Agreement.

O. Excusable Delay: Any delay beyond the control and without the negligence of the Design-Builder, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

P. Field Directive: A written order issued by the Owner or Design-Builder which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

Q. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner's Representative.

R. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

S. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions set forth in Article XIV.

T. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Design-Builder, such as inadequate crewing and slow submittals, which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.



U. Instruments of Service: Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect/Engineer and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

V. Modification: A Modification is (1) a written amendment to the Agreement signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Work Directive Change.

W. Non-Prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

X. Notice to Proceed: Written notice by Owner (after execution of the Design-Build Amendment) to the Design-Builder fixing the date on which the Contract Time will commence to run and on which Design-Builder shall start to perform (ten (10) days from date of such notice) its obligations under the Design-Build Documents.

Y. Owner: Manatee County, a political subdivision of the State of Florida.

Z. Owner's Representative: The Deputy Director, Project Management, Public Works Department, or such other individual designated by the County Administrator, from time to time, pursuant to written notice in accordance with the Design-Build Documents.

AA. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 3.1.S to guarantee payment and performance by the Design-Builder of its obligations hereunder.

BB. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

CC. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

DD. Pre-Operation Testing: All field inspections, installation checks, water tests, and performance tests required of Design-Builder to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Design-Build Documents for their intended purposes.

EE. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

FF. Progress Report: A report to Owner that includes all information required pursuant to the Design-Build Documents and submitted in accordance with Section 3.1.J, hereof.

GG. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Design-Build Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

HH. Project Costs: The costs incurred by the Design-Builder to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

II. Project Manager: \_\_\_\_\_, the Design-Builder's primary representative or such other individual designated by Design-Builder, subject to the prior written consent of Owner.

JJ. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

KK. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 3.1.K, as such schedule may be amended as provided herein.

LL. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

MM. Punch List Completion Date: The date set forth in the Certificate of Substantial Completion when all previously incomplete or unsatisfactory items, as identified by the Design-Builder, the Architect/Engineer and/or the Owner shall be completed by the Design-Builder in a competent and workmanlike manner.

NN. Purchasing Official: The individual designated to serve as the Manatee County Purchasing Official pursuant to the Procurement Ordinance.

OO. Submittal: A submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

PP. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

QQ. Substantial Completion Date: The date on which the Project is required to be Substantially Complete, as evidenced by (i) the Owner's signature on a Certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

RR. Unit Price Work: Work to be paid for on the basis of unit prices.

SS. Work: The term "Work" means the design, construction, and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

TT. Work Directive Change: A written directive to Design-Builder, issued on or after the effective date of the Agreement and signed by Owner's Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

## **ARTICLE II COMPENSATION AND PROGRESS PAYMENTS**

### **2.1 Compensation for Work Performed Prior to Execution of Design-Build Amendment.**

A. Timing and Rate. Unless otherwise agreed in writing pursuant to a Modification, payments for Work performed prior to execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any sustainability services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

B. Hourly Rates. The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect/Engineer, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Individual or Position**

**Rate**

## **2.2 Compensation for Reimbursable Expenses Prior to Execution of Design-Build Amendment.**

(1) Reimbursable Expenses. Reimbursable expenses are in addition to compensation set forth in Section 2.1.A and 2.1.B and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect/Engineer, Consultants, and Contractors, as follows:

- A. Transportation and authorized out-of-town travel and subsistence;
- B. Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- C. Fees paid for securing approval of authorities having jurisdiction over the Project;
- D. Printing, reproductions, plots, standard form documents;
- E. Postage, handling and delivery;
- F. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- G. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- H. All taxes levied on professional services and on reimbursable expenses; and
- I. Other Project-related expenditures, if authorized in advance by the Owner.

(2) Administrative Fee. For Reimbursable expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect/Engineer, Consultants and Contractor incurred, plus an administrative fee of Percent (\_\_) of the expenses incurred.

(3) Records. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two (2) years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

## **2.3 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment.** For the Design-Builder's performance of the Work after execution

of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

**2.4 Local Government Prompt Payment Act.** Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

### **ARTICLE III GENERAL REQUIREMENTS OF THE WORK**

#### **3.1 General.**

(1) Licensing Requirements. The Design-Builder shall comply with any applicable licensing requirements in the State of Florida.

(2) Design-Builder Representative. The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project (the Design-Builder's "authorized representative").

(3) Compliance with Design-Build Documents. The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

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

(5) Violations. Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article VI.

(6) Acts or Omissions. The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect/Engineer, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

(7) Periodic Meetings. The Design-Build shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

(8) Qualified and Licensed Professionals. When applicable law requires that services be performed by licensed professionals, the Design-Build shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Build's Architect/Engineer and the Design-Build's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Build.

(9) Permits and Approvals. The Design-Build, with the assistance of the Owner, shall prepare and file documents required to obtain necessary permits and approvals of governmental authorities having jurisdiction over the Project.

(10) Progress Reports. The Design-Build shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Build, the Design-Build shall submit written Progress Reports to the Owner, showing estimated percentages of completion and other information identified below:

- (1) Work completed for the period;
- (2) Project schedule status;
- (3) Submittal schedule and status report, including a summary of outstanding Submittals;
- (4) Responses to requests for information to be provided by the Owner;
- (5) Approved Change Orders and Change Directives;
- (6) Pending Change Order and Change Directive status reports;
- (7) Tests and inspection reports;
- (8) Status report of Work rejected by the Owner;
- (9) Status of Claims previously submitted in accordance with Article XVII;
- (10) Cumulative total of the Cost of the Work to date including the Design-Build's compensation and Reimbursable Expenses, if any;
- (11) Current Project cash-flow and forecast reports; and
- (12) Additional information as agreed to by the Owner and Design-Build.

In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Build shall include the following additional information in its Progress Reports:

- K. Design-Build's work force report;
- L. Equipment utilization report; and
- M. Cost summary, comparing actual costs to updated cost estimates.

(1) Design-Build's Schedules. The Design-Build, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not

exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

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

(3) Design-Builder's Submittals.

- (1) Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (i) be coordinated with the Design-Builder's schedule provided in Section 3.1.K, (ii) allow the Owner reasonable time to review Submittals, and (iii) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.
- (2) By providing Submittals the Design-Builder represents to the Owner that it has (i) reviewed and approved them, (ii) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (iii) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.
- (3) The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

- (4) The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.
- (5) All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

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

Q. Royalties, Patents and Copyrights.

- (1) The Design-Builder shall pay all royalties and license fees.
- (2) The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contactors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria



is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

Q. Indemnification.

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

employed or utilized by the Design-Builder in the performance of the Work. So long as Design-Builder, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Design-Builder shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

R. Contingent Assignment of Agreements. Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that:

- N. assignment is effective only after termination of the Agreement by the Owner for cause, pursuant to Sections 16.1 D or 16.2 B, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect/Engineer Consultants, and Contractors whose agreements are accepted for assignment; and
- O. assignment is subject to the prior rights of the surety, if any, obligated under bond.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the assigned agreement. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner under this Section 3.1.Q, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under this agreement.

A. Design-Builder's Insurance. If and to the extent required by the RFP, the Design-Builder shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, professional liability, auto liability, excess liability, and builder's risk. The Design-Builder shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance as set forth in Exhibit C.

B. Payment and Performance Bond. Prior to the construction commencement date, the Design-Builder shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Design-Builder of its obligations under the Design-Build Documents, including but not limited to the construction of the Project on the Project site and the payment of all obligations arising thereunder, including all payments to the Architect/Engineer, Contractors, Consultants, laborers, and materialmen. The surety selected by the Design-Builder to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Design-Builder to secure and deliver additive riders to the Payment and Performance bond.

**ARTICLE IV**  
**WORK PRIOR TO EXECUTION OF**  
**THE DESIGN-BUILD AMENDMENT**

**4.1 General.**

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

B. Advice and Recommendations. The Design-Builder shall advise the Owner on proposed site use and improvements, selections of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**4.2 Evaluation of the Owner's Criteria.**

(1) Meetings. The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

(2) Report. After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

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

- Proposal, and dates of periodic design review sessions with the Owner;  
and  
F. the following:

*(List additional information, if any, to be included in the Design-Builder's written report.)*

A. Review. The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the preliminary design as described in Section 4.3. The consent to proceed shall not be construed to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

#### **4.3 Preliminary Design.**

(1) Submittal. Upon the Owner's issuance of a written consent to proceed under Section 4.2.C, the Design-Builder shall prepare and submit a preliminary design to the Owner. The preliminary design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- A. confirmation of the allocations of program functions;
- B. site plan;
- C. building plans, sections and elevations;
- D. structural systems;
- E. selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- F. outline of specifications or sufficient drawing notes describing construction materials.

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

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

#### **4.4 Design-Builder's Proposal.**

(1) Submittal. Upon the Owner's issuance of a written consent to proceed under Section 4.3.B, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- A. a list of the preliminary design documents and other information, including the Design-Builder's clarifications, assumptions and deviations

from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

- B. the proposed Contract Sum, including the compensation method and, if based upon the cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's fee, and other items that comprise the Contract Sum;
- C. the proposed date the Design-Builder shall achieve Substantial Completion;
- D. an enumeration of any qualifications and exclusions, if applicable;
- E. a list of the Design-Builder's key personnel, Contractors and suppliers; and
- F. the date on which the Design-Builder's Proposal expires.

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

(3) Design-Build Amendment. If the Owner and Design-Builder agree on a Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of the agreement.

## **ARTICLE V WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

### **5.1 Construction Documents.**

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

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

### **5.2 Construction.**

A. Commencement. Except as permitted in Section 5.2.B, construction shall not commence prior to execution of the Design-Build Amendment.

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

C. Supervision and Control. The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement, unless the Design-Build Documents give other specific instructions concerning these matters.

D. Inspection. The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **5.3 Labor and Materials.**

A. Design-Builder to Provide. Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

B. Substitutions. When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article VI.

C. Management of Employees. The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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

### **5.5 Permits, Fees, Notices and Compliance with Laws.**

A. Permits. Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

B. Unanticipated Site Conditions. If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article VI.

## **5.6 Allowances.**

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

- A. allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- B. the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- C. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section 5.6.A.(1) and (ii) changes in Design-Builder's costs under Section 5.6.A.(2).

(2) Owner Selections. The Owner shall make selections of materials and equipment with reasonable promptness, for allowances requiring Owner selection.

### **a. Key Personnel, Contractors and Suppliers.**

5 Identification. Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within fourteen (14) days to the Design-Builder in writing stating (1) whether the Owner has reasonable

objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

6 **Owner Objections.** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

7 **Changes.** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within fourteen (14) days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

#### **5.11 Cleanliness.**

A. **Cleanliness.** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the



Agreement. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, tools, construction equipment, machinery and surplus materials from and about the Project Site.

B. Reimbursement to Owner. If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to offset its costs incurred against payments to the Design-Builder.

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

**5.13 Construction by Owner or by Separate Contractors.**

(1) Owner's Right to Perform Construction and to Award Separate Contracts.

- A. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with the portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article XVII.
- B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term, "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.
- C. The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.
- D. Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the

Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Agreement.

#### **5.14 Mutual Responsibility.**

A. Coordination of Site Uses. The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

B. Reporting of Discrepancies or Defects. If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

C. Costs. The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

D. Damages. The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.E.

E. Cutting and Patching by Owner. The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

**5.15 Owner's Right to Clean Up.** If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### **ARTICLE VI CHANGES IN THE WORK**

**6.1 General.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Contract, by Change Order, Work Directive Change or

order for a minor change in the Work, subject to the limitations stated in this Article VI and elsewhere in the Design-Build Documents. A Change Order or Work Directive Change shall be based upon agreement among the Owner and Design-Builder; an order for a minor change in the Work may be issued by the Design-Builder alone. Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

**6.2 Minor Changes in the Work.** The Owner or Design-Builder shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Design-Build Documents. Such change will be effected by written order signed by the Design-Builder and shall be binding on the Owner and Design-Builder. The Design-Builder shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the construction team, and displayed monthly in the progress reports. Because such changes shall not affect the Contract Sum to be paid to the Design-Builder, they shall not require a Change Order pursuant to Section 6.6.

**6.3 Emergencies.** In any emergency affecting the safety of persons or property, the Design-Builder shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Design-Builder on account of emergency Work shall be determined as provided in Section 6.6. However, whenever practicable, the Design-Builder shall obtain verbal concurrence of the Owner's authorized representative where the act will or may affect the Contract Sum or Contract Time.

**6.4 Concealed Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If Design-Builder disputes the Owner's determination or recommendation, it may proceed as provided in Article XVII.

## **6.5 Change Orders; Adjustments to Contract Sum.**

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

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

If Owner and Design-Builder are unable to agree upon increases or decreases in the Contract Sum and the Design-Builder certifies that the work needs to be commenced prior to any such agreement, the Design-Builder, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner will establish an estimated cost of the Work and the Design-Builder shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Design-Builder shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Design-Builder to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

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

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

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

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

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

**6.11 Form of Proposed Changes.** The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Design-Build Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

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

## **ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES**

### **7.1 General.**

A. Authority of Owner's Representative. The Owner shall designate in writing a representative (the Owner's "authorized representative") who shall have express

authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

B. Owner Decisions. The Owner shall render decisions in a timely manner and in accordance with Design-Builder's schedule agreed to by the Owner.

## **7.2 Information and Services Required of the Owner.**

A. Promptness. The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

B. Inspections and Reports. The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems, chemical, air and water pollution, hazardous materials, or environmental and subsurface conditions, and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

C. Land Uses. The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

D. Cooperation; Permitting. The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

E. Reliance Upon Reports. The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

F. Notice of Defects. If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

G. Communications. Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

H. Subsurface Conditions. Unless required by the Design-Build Documents to be provided by the Design-Builders, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground erosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

### **7.3 Submittals.**

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

B. Notice of Non-Conformance. Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**7.4 Site Visits; Limitations.** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make onsite inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

**7.5 Design-Builder Performance; Limitations.** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect/Engineer, Consultants,

Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

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

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

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

**7.9 Owner's Right to Carry Out the Work.** If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Notwithstanding any other provisions in the Design-Build Documents to the contrary, the Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

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

**7.11 Pre-Completion Acceptance.** The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire



Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Design-Build Documents.

#### **7.12 Ownership and Use of Drawings, Specifications and Other Instruments of Service.**

- (1) The Design-Builder and the Design-Builder's Consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Design-Builder, Contractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design-Builder's and the Design-Builder's Consultants' reserved rights.
- (2) The Design-Builder, Contractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Design-Builder, Contractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

### **ARTICLE VIII TIME**

#### **8.1 Progress and Completion.**

A. Time Limits. Time limits are of the essence in this Agreement. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

B. Insurance. The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance required by this Agreement. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Agreement.

C. Substantial Completion. The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **8.2 Delays and Extensions of Time.**

(1) Owner Delays. If the Design-Builder is delayed at the time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner, or by changes ordered in the Work by the Owner, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control, or by delay authorized by the Owner pending resolution pursuant to Article XVII hereof, or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

(2) Claims for Delay. Claims relating to time shall be made in accordance with applicable provisions of Article XVII.

(3) Liquidated Damages for Delay. Time is of the essence in the Design-Build Documents and all obligations thereunder. If the Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Design-Build Documents, the Owner shall be entitled to retain or recover from the Design-Builder, as liquidated damages and not as a penalty, the sum of \$\_\_\_\_\_ per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Design-Builder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Design-Builder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

## **ARTICLE IX**

### **PAYMENT APPLICATIONS AND PROJECT COMPLETION**

**9.1 Contract Sum.** The Contract Sum shall be stated in the Design-Build Amendment.

**9.2 Schedule of Values.** Where the Contract Sum is based on a stipulated sum or guaranteed maximum price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment, shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

**9.3 Applications for Payment.**

A. Submittal; Requirements. At least ten (10) days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized,

if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect/Engineer, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

- A. As provided in Section 6.6, Applications for Payment may include requests for payment on account of changes in the Work that have been promptly authorized by Work Directive Changes, or by interim determinations of the Owner but not yet included in Change Orders.
- B. Applications for Payment shall not include requests for portions of the Work for which the Design-Builder does not intend to pay the Architect/Engineer Consultant, Contractor, and material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

B. Payments for Services Provided. Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise to protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

C. Warranties. The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which a Certificate for Payment has been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect/Engineer, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

**9.4 Certificates for Payment.** The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.A.

## **9.5 Decisions to Withhold Certification.**

(1) Grounds. The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builders' Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of:

- A. defective Work, including design and construction, not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- C. failure of the Design-Builder to make payments properly to the Architect/Engineer Consultants, Contractors or others, for services, labor, materials or equipment;
- D. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. damage to the Owner or a separate contractor;
- F. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- G. repeated failure to carry out the Work in accordance with the Design-Build Documents.

(2) Cure. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(3) Issuance of Joint Checks. If the Owner withholds certification for payment under Section 9.5.A(3), the Owner may, at its sole option, issue joint checks to the Design-Builder or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

## **9.6 Progress Payments.**

A. Payment. After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

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

C. Requests for Information. The Owner will, on request and if practicable, furnish to the Architect/Engineer, a Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken by the Owner on account of portions of the Work done by such Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder.

D. Evidence of Payment by Design-Builder. The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect/Engineer Consultants, Contractors, and other persons or entities providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact the Architect/Engineer Consultants and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

E. Payments to Suppliers. Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.B, 9.6.C and 9.6.D.

F. Acceptance of Work. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**9.7 Failure of Payment.** If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up.

## **9.8 Substantial Completion.**

A. Substantial Completion Defined. Substantial Completion shall be as defined in Section 1.4. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

B. List of Corrections. When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

C. Inspections; Corrections. Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

D. Certificate of Substantial Completion. When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion, establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the Punch List Completion Date. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

E. Submittal; Acceptance. The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

## **9.9 Partial Occupancy or Use.**

A. Right of Owner. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder

have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.B. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The state of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

B. Inspection. Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

C. Occupancy Shall Not Constitute Acceptance. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

#### **9.10 Final Completion and Final Payment.**

(1) Timely Inspection. Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Agreement fully performed, the Owner will, subject to Section 9.10.B, promptly issue a final Certificate for Payment.

(2) Conditions of Final Payment. Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner:

- A. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- B. a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect;
- C. a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents;
- D. consent of surety, if any, to final payment;
- E. as-built drawings and an as-constructed record copy of the Design-Build Documents, marked to indicate field changes and selections made during construction;
- F. all warranty documentation, manufacturer's warranties, product data, maintenance and operations manuals (including parts and technical manuals), and all schematics and handbooks; and

- G. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, security interests, or encumbrances, arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

(3) Delay; Partial Payment. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(4) Waiver of Owner Claims. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- A. claims arising out of the Agreement and unsettled;
- B. failure of the Work to comply with the requirements of the Design-Build Documents; and
- C. terms of special warranties required by the Design-Build Documents.

(5) Waiver of Design-Builder Claims. Acceptance of final payment by the Design-Builder shall constitute a waiver of Claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

## **ARTICLE X**

### **PROTECTION OF PERSONS AND PROPERTY**

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

#### **10.2 Safety of Persons and Property.**

(1) Prevention. The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to:

- A. employees on the Work and other persons who may be affected thereby;
- B. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-



- Builder or the Architect/Engineer, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- C. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designed for removal, relocation or replacement in the course of construction.

(2) Compliance with Laws and Regulations. The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

(3) Safeguards. The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities of the safeguards and protections.

(4) Hazardous Materials. When use of storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

(5) Remedy of Damages and Losses. The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.A(2) and 10.2.A(3), caused in whole or in part by the Design-Builder, the Architect/Engineer, a consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.A(2) and 10.2.A(3), except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by the Owner or by anyone for whose acts the Owner may be liable. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.P.

(6) Safety Officer. The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

(7) Loading of Construction Site. The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

(8) Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding

twenty one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**a. Hazardous Materials.**

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

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

12 Indemnity by Owner. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect/Engineer Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.A and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall also indemnify the Design-Builder for all cost and expense thereby incurred.

13 Limitations on Indemnity. The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

14 Indemnity by Design-Builder. The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.A, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

## **ARTICLE XI UNCOVERING AND CORRECTION OF WORK**

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

### **11.2 Correction of Work.**

A. Duty to Correct Work. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

B. After Substantial Completion.

A. In addition to the Design-Builder's obligations under Section 3.1.N, if, within three years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.A, or by terms of an applicable

special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the three-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

B. The three-year period for correction of Work shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

C. Removal of Uncorrected Work. The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

D. Cost of Damage to Construction. The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

E. No Limitation on Obligation to Correct Work. Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the three-year period for correction of Work as described in Section 11.2.B relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligation other than specifically to correct the Work.

**11.3 Acceptance of Nonconforming Work.** If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be

reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE XII**

### **ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

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

**12.2 Inspection and Audit.** The Design-Builder's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Design-Builder or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Design-Build Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Design-Build Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agents or authorized representatives shall have access to said records from the effective date of this Agreement, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Design-Builder pursuant to the Design-Build Documents.

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

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

## **ARTICLE XIII**

### **PUBLIC CONTRACT LAWS**

**13.1 Equal Opportunity Employment.**

A. Employment. The Design-Builder shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

**13.2 Immigration Reform and Control Act of 1986.** Design-Builder acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

**13.3 No Conflict of Interest.** The Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder to solicit or secure the Design-Build Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Design-Builder, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

B. No Appearance of Conflict. The Design-Builder shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Design-Build Documents. The Design-Builder has provided the Affidavit of No Conflict, incorporated into the Agreement as Exhibit "B", as a material inducement for Owner entering into this Agreement. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the County Administrator or designee may terminate this Agreement, effective upon the date so stated in a written notice of termination, without penalty to the Owner.

**13.4 Truth in Negotiations.** By execution of the Design-Build Documents, the Design-Builder certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Design-Builder.

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

## **ARTICLE XIV FORCE MAJEURE, FIRE OR OTHER CASUALTY**

### **14.1 Force Majeure.**

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

B. Concurrent Design-Builder Delays. If a delay is caused for any reason provided in 14.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Design-Builder, the date for performance shall be extended as provided in 14.1.A. but only to the extent the time is or was concurrent.

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

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

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

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

**14.4 Notice of Loss or Damage.** The Design-Builder shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Design-Builder will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Design-Builder as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project.



Loss or damage which the Design-Builder determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner immediately, and associated corrective actions will be undertaken without delay.

SAMPLE

**ARTICLE XV**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS**

**15.1 Representations and Warranties of Design-Builder.** The Design-Builder represents and warrants to the Owner that each of the following statements is presently true and accurate:

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

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

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

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

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

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

It is recognized that neither the Design-Builder nor the Owner has control over the cost of labor, materials, or equipment, over a Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

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

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

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

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

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

If Design-Builder fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Design-Build Documents, or fails to comply with any other provision of the Design-Build Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action.

Owner may exclude Design-Builder from all or part of the site, take possession of all or part of the Work, Design-Builder's tools, construction equipment and machinery at the site or for which Owner has paid Design-Builder but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Design-Builder in an amount approved as to reasonableness by Owner and a Change Order will be issued incorporating the necessary revisions.

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

The Owner is a validly existing political subdivision of the State of Florida.

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

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

There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Design-Build Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

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

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

The Owner shall assist and cooperate with the Design-Builder in accomplishing the construction of the Project in accordance with the Design-Build Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any

contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Design-Build Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

## **ARTICLE XVI TERMINATION OR SUSPENSION**

### **16.1 Termination or Suspension Prior to Execution of the Design-Build Amendment.**

i. Design-Builder Suspension of Services. If the Owner fails to make payments to the Design-Builder in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven (7) days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

ii. Owner Suspension. If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

iii. Termination by Design-Builder for Suspension. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven (7) days' written notice.

iv. Termination for Cause. Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

v. Owner Termination for Convenience. The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Design-Builder for the Owner's convenience and without cause.

vi. Compensation to Design-Builder. In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to

termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 16.1.F be greater than the compensation set forth in Section 2.1.

## **16.2 Termination or Suspension Following Execution of the Design-Build Amendment.**

- A. Termination by the Design-Builder.
- A. The Design-Builder may terminate the Agreement if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Design-Builder, the Architect/Engineer a consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:
  - (1) Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
  - (2) An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
  - (3) Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.A, or because the Owner has not made payment on a Certificate of Payment within the time stated in the Design-Build Documents.
- B. The Design-Builder may terminate the Agreement if, through no act or fault of the Design-Builder, the Architect/Engineer a consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 16.3. constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred and twenty (120) days in any 365-day period, whichever is less.
- C. If one of the reasons described in Section 16.2.A(1) or 16.2.A(2) exists, the Design-Builder may, upon seven (7) days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, costs incurred by reason of such termination, and damages.
- D. If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder

because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven (7) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner as provided in Section 16.2.A(3).

B. Termination by the Owner for Cause.

- .1 The Owner may terminate the Agreement if the Design-Builder:
    - .1 Fails to submit the Design-Builder's Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
    - .2 Repeatedly refuses or fails to supply an Architect/Engineer or enough properly skilled Consultants, Contractors, or workers or proper materials;
    - .3 Fails to make payment to the Architect/Engineer, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
    - .4 Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
    - .5 Is otherwise guilty of substantial breach of a provision of the Design-Build Documents.
  - .2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven (7) days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:
    - .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
    - .2 Accept assignment of the Architect/Engineer, Consultant and Contractor agreements pursuant to Section 3.1.Q; and
    - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.
- (3)
- When the Owner terminates the Agreement for one of the reasons stated in this Section 16.2.B, the Design-Builder shall not be entitled to receive further payment until the Work is finished.
- (4)
- If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay

the difference to the Owner. The obligation for such payments shall survive termination of the Agreement. Notwithstanding any other provisions of the Design-Build Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs and damages.

### **16.3 Suspension by the Owner for Convenience.**

A. Right to Suspend. The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

B. Adjustment to Contract Time. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in this Section 16.3. No adjustment shall be made to the extent that:

- (1) Performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- (2) An equitable adjustment is made or denied under another provision of the Agreement.

### **16.4 Termination by the Owner for Convenience.**

(1) Right to Terminate. The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

(2) Obligation of Design-Builder Upon Termination. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

- A. Cease operations as directed by the Owner in the notice;
- B. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- C. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect/Engineer, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

C. Compensation. In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.



## **ARTICLE XVII**

### **CLAIMS AND DISPUTE RESOLUTION**

#### **17.1 Claims.**

1     Definition. For purposes of this Agreement, a “claim” shall mean a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term “claim” also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the claim.

2     Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Design-Build Documents, in accordance with the Procurement Ordinance.

3     Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Design-Build Documents, subject to judicial review as provided in Section 17.1.F below.

4     No Damages for Delay. If at any time Design-Builder is delayed in the performance of Design-Builder’s responsibilities under the Design-Build Documents as the result of a default or failure to perform in a timely manner by Owner or Owner’s agents or employees, Design-Builder shall not be entitled to any damages except for compensation specifically authorized in Article II. Design-Builder’s sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Design-Builder from any available remedy against any responsible party other than Owner. Design-Builder shall be responsible for liquidated damages for delay pursuant to Section 8.2.C of this Agreement.

5     Permitted Claims Procedure. Where authorized or permitted under the Design-Build Documents, all claims for additional compensation by Design-Builder, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, force majeure, Project site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article VI.
- (2) The Design-Builder must submit a notice of claim to Owner’s authorized representative within fifteen (15) days of when the Design-Builder was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

- (3) Within twenty (20) days of submitting its notice of claim, the Design-Builder shall submit to the Owner's authorized representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's authorized representative shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Design-Builder are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Design-Builder to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Design-Builder of such right or remedies as either may otherwise have under the Design-Build Documents or by laws or regulations in respect of any such claim, dispute or other matter.

6 Contract Claims and Disputes. After completion of the process set forth in Section 17.1.E above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive County decision subject to exclusive judicial review in circuit court by a petition for certiorari.

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

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

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

## **ARTICLE XVIII MISCELLANEOUS PROVISIONS**

**18.1 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

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

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

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

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

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

of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

To the Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

To the Design-Builder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

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

**18.8 Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Design-Build Amendment

Exhibit B—Affidavit of No Conflict

Exhibit C—Certificate(s) of Insurance

Exhibit D—Payment and Performance Bond

Exhibit E—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit

#### 4—Change Order

SAMPLE

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

\_\_\_\_\_  
Name of Design-Builder

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

Printed Name: \_\_\_\_\_

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

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

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

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

Printed Name: \_\_\_\_\_

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

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

**EXHIBIT A**  
**DESIGN-BUILD AMENDMENT**

This Amendment (“Amendment”) is incorporated into the accompanying Design Build Agreement for \_\_\_\_\_, dated as of \_\_\_\_\_ (the “Agreement”), by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida (License # \_\_\_\_\_), referred to herein as “Design-Builder”.

The Owner and Design-Builder hereby amend the Agreement as follows:

**TABLE OF ARTICLES**

- I      CONTRACT SUM**
- II     CONTRACT TIME**
- III    INFORMATION UPON WHICH AMENDMENT IS BASED**
- IV    DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- V     COST OF THE WORK**

**ARTICLE I**  
**CONTRACT SUM**

**1.1 Contract Sum.** The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder’s performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

*(Check the appropriate box.)*

- ☐ Stipulated Sum, in accordance with Section 1.2 below
- ☐ Cost of the Work plus the Design-Builder’s Fee, in accordance with Section 1.3 below
- ☐ Cost of the Work plus the Design-Builder’s Fee with a Guaranteed Maximum Price, in accordance with Section 1.4 below

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

## **1.2 Stipulated Sum.**

- (1) The Stipulated Sum shall be \_\_\_\_ dollars (\$\_\_\_\_), subject to authorized adjustments as provided in the Design-Build Documents.
- (2) The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)*
- (3) Unit prices, if any:  
*(Identify item, state the unit price, and state any applicable quantity limitations.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price per Unit (\$0.00)</b>
-------------	------------------------------	--------------------------------

## **1.3 Cost of the Work Plus Design-Builder's Fee.**

- (1) The Cost of the Work is as defined in Article V, Cost of the Work.
- (2) The Design-Builder's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)*

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

- (1) The Cost of the Work is as defined in Article V, Cost of the Work.
- (2) The Design-Builder's Fee:



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

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

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

- (4) Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

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

- (5) The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

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

- (6) Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

- (7) Assumptions, if any, on which the Guaranteed Maximum Price is based:

## **1.5 Payments.**

### **(1) Progress Payments.**

- A. Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.
- B. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- C. With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.
- D. With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.
- E. In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 1.5.A(3) or 1.5.A(4), or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts

previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

- F. Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(2) Progress Payments-Stipulated Sum.

- A. Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- B. Subject to other provisions of the Design-Builder Documents, the amount of each progress payment shall be computed as follows:
  - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of costs to the Owner of changes in the work, amounts not in dispute shall be included as provided in Section 6.6 of the Agreement;
  - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of ten percent (10%);
  - .3 Subtract the aggregate of previous payments made by the Owner; and
  - .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.
- C. The progress payment amount determined in accordance with Section 1.5.B(2) shall be further modified under the following circumstances:
  - A. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

- B. Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10 of the Agreement.

(3) Progress Payments-Cost of the Work Plus a Fee.

- (1) Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.
- (2) Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:
  - A. Take the Cost of the Work as described in Section 1.5C.(1) above;
  - B. Add the Design-Builder's Fee, less retainage of ten percent (10%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section 1.5.C(2).1 at the rate stated in Section 1.3.B; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
  - C. Subtract retainage of ten percent (10%) from that portion of the Work that the Design-Builder self-performs;
  - D. Subtract the aggregate of previous payments made by the Owner;
  - E. Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 1.5.A(4) or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
  - F. Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.
- (3) The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the

Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

- (4) Progress Payments-Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- (1) Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that had actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- (2) Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:
- A. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of costs to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.6 of the Agreement.
- B. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts;
- C. Add the Design-Builder's Fee, less retainage of ten percent (10%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section 1.4.B or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- D. Subtract retainage of ten percent (10%) from that portion of the Work that the Design-Builder self-performs;
- E. Subtract the aggregate of previous payments made by the Owner;

- F. Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 1.5.A(4) to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
  - G. Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.
- (3) The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.
- E. Reduction or limitation of retainage.
- Upon completion of at least fifty percent (50%) of the Work, as determined by the Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.

Final Payment.

- (1) Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Agreement and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.
- (2) If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.A of the Agreement.

## ARTICLE II

## CONTRACT TIME

**2.1 Contract Time.** Contract Time is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**2.2 Substantial Completion.** The Design-Builder shall achieve Substantial Completion of the Work not later than \_\_\_\_ (\_\_\_) days from the date of this Agreement, or as follows:

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

### Portion of Work

### Substantial Completion Data

subject to adjustments of the Contract Time as provided in the Design-Build Documents. The Design-Builder's failure to achieve Substantial Completion within the Contract Time will result in the Design-Builder being liable for payment to Owner of liquidated damages as set forth in Section 8.2.C of the Agreement.

## ARTICLE III INFORMATION UPON WHICH AMENDMENT IS BASED

**3.1 Documents.** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

Document	Title	Date	Pages
----------	-------	------	-------

(1) The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

(2) The Specifications:  
*(Either list the specifications here or refer to an exhibit to this Amendment.)*

Section	Title	Date	Pages
---------	-------	------	-------

- (3) The Drawings:  
*(Either list the drawings here or refer to an exhibit to this Amendment.)*

Number	Title	Date
--------	-------	------

- (4) The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objectives; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's role and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews; testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.)*

Title	Date	Pages
-------	------	-------

- (5) Other identifying information:

- (6) Allowances and Contingencies:  
*(Identify any agreed upon allowances and contingencies, including a statement of their basis.)*

A. Allowances

B. Contingencies

- (7) Design-Builder's assumptions and clarifications:

- (8) Deviations from the Owner's Criteria as adjusted by a Modification:



- (9) To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submission below:

#### **ARTICLE IV DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

**4.1 Personnel.** The Design-Builder's key personnel are identified below:  
*(Identify name, title and contact information.)*

- (1) Superintendent
- (2) Project Manager
- (3) Others

**4.2 Consultants, Contractors.** The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

*(List name, discipline, address and other information.)*

#### **ARTICLE V COST OF THE WORK**

**5.1 Costs To Be Reimbursed as Part of the Agreement.**

- (1) Labor Cost. Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.
- (2) With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.  
*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

**Person included/Status (full-time/part-time)/Rate(\$0.00)/Rate(unit of time)**

- (1) Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- (2) Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 5.1.A.
- (3) Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect/Engineer or any Consultant, Contractor or supplier, with the Owner's prior approval.
- (3) Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.
- (4) Costs of Materials and Equipment Incorporated in the Completed Construction.
  - A. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
  - B. Costs of materials described in the preceding Section 5.1.D(1) in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
- (5) Costs of Other Materials and Equipment, Temporary Facilities and Related Items.
  - A. Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it

is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

- B. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
- C. Costs of removal of debris from the site of the Work and its proper and legal disposal.
- D. Costs of document reproduction, electronic communications, postage and parcel delivery charges, dedicated data and communications service, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.
- E. Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

(6) Miscellaneous Costs.

- A. Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Agreement and, with the Owner's prior approval, self-insurance costs for either full or partial amounts of the coverages required by the Design-Build Documents.
- B. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.
- C. Fees and assessments for the building permit and for other permits, licenses and inspections which the Design-Builder is required by the Design-Build Documents to pay.
- D. Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 11.2 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section 5.1.F(3).
- E. Royalties and license fees paid for the use of particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses,

judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded pursuant to Section 3.1.O of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

- F. With the Owner's prior written approval, costs for electronic equipment and software directly related to the Work.
- G. Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.
- H. With the Owner's prior written approval, legal, mediation and arbitration costs, including attorney's fees, other than those arising from the disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.
- I. With the Owner's prior written approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.
- J. That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

(7) Other Costs and Emergencies.

- F. Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
- G. Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- H. Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

(8) Related Party Transactions.

The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in

which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term “related party” includes any member of the immediate family of any person identified above.

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

**5.2 Costs Not to Be Reimbursed.** The Cost of the Work shall not include the items listed below:

Salaries and other compensation of the Design-Builder’s personnel stationed at the Design-Builder’s principal office or offices other than the site office, except as specifically provided in Section 5.1.B;

Expenses of the Design-Builder’s principal office and offices other than the site offices;

Overhead and general expenses, except as may be expressly included in Section 5.1;

The Design-Builder’s capital expenses, including interest on the Design-Builder’s capital employed for the Work;

Except as provided in Section 5.1.G(3), costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Agreement;

Any cost not specifically and expressly described in Section 5.1; and

Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

### **5.3 Discounts, Rebates, and Refunds.**

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

Amounts that accrue to the Owner in accordance with Section 5.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

#### **5.4 Other Agreements.**

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

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

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

**5.5 Accounting Records.** The Design-Builder shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under the Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entities, books, correspondence, instructions,

drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Agreement. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer periods as may be required by law.

***WHEREFORE, the parties hereto have entered into this Amendment as of the date last executed below.***

\_\_\_\_\_  
Name of Design-Builder

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

Printed Name: \_\_\_\_\_

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

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

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

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

Printed Name: \_\_\_\_\_

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

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