



CITY COUNCIL AGENDA ITEM

#7

DISCUSS/TAKE ACTION ON THE PROPOSED INTERLOCAL AGREEMENT WITH BREVARD COUNTY AGREEING TO THE SALES TAX REFERENDUM FOR THE INDIAN RIVER LAGOON, AND THE DISBURSEMENT OF FUNDS TO THE COUNTY TO IMPLEMENT THE SAVE OUR LAGOON PLAN

To: Mayor and City Council
From: City Manager Courtney Barker, AICP
Meeting Date: 8/17/2016
Department: Support Services

Recommended Action: Approve the Proposed Interlocal Agreement with Brevard County agreeing to the Sales Tax Referendum for the Indian River Lagoon and agree to allow the funds to be deposited into the Save Our Lagoon Fund for the implementation of the Save Our Lagoon Plan.

Summary: At the August 3, 2016 City Council meeting, Council adopted a resolution in support of the Indian River Lagoon Sales Tax Referendum and the Save Our Lagoon Plan. Attached is the Proposed Interlocal Agreement that will direct all revenues from the sales tax to the Save Our Lagoon Fund to be administered by Brevard County.

Infrastructure sales tax requires a distribution amount to be provided to the cities of any county that implements such a tax. However, since the revenue for this infrastructure sales tax will be going solely towards restoration projects for the Indian River Lagoon, the primary agency for this work is the Brevard County Natural Resources Department. Therefore, the Save Our Lagoon Plan will be implemented by Brevard County through a Citizen's Oversight Committee. Cities will participate in the Plan and implementation by appointing three of the members to the Committee, as well as being able to submit projects to the Committee for inclusion in the Plan.

Staff is very supportive of this type of administration, as it ensures continuity with one entity overseeing the projects, allows for the restoration projects to be science-based, and keeps the focus on identifying the best project for the time period, area, and issue rather than politics.

As such staff is recommending approval of the Interlocal Agreement in advance of the August 23, 2016 County Commission meeting which will include consideration of the ballot ordinance.

Budget Impacts: N/A.

Attachments:

- Letter from Stockton Whitten, County Manager
- Proposed Interlocal Agreement for the Indian River Lagoon Sales Tax
- Proposed Brevard County Ordinance adopting the Sales Tax Referendum at their August 23, 2016 meeting



County Manager's Office
2725 Judge Fran Jamieson Way
Building C, Room 301
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

August 10, 2016

City Manager Courtney Barker
City of Satellite Beach
565 Cassia Boulevard
Satellite Beach, FL 32937

Re: Indian River Lagoon Project Plan/Referendum/Infrastructure Sales Tax.

Dear City Manager Barker,

In regular session on Tuesday, August 9, 2016, the Board of County Commissioners adopted the Save Our Lagoon Project Plan. The Plan is a comprehensive, science based approach that outlines a 10 year strategy to restore the Indian River Lagoon.

To fund the plan, the Board (with a 5 to 0 vote) authorized advertisement of an ordinance for a county-wide ½ cent infrastructure sales tax to be considered at their August 23, 2016 Board meeting. The following referendum would be placed on the November 8, 2016 ballot.

Caption: Save Our Indian River Lagoon ½ Cent Sales Tax Referendum

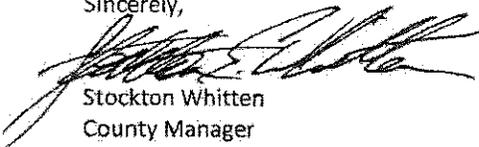
To restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, shall an ordinance be approved levying a ½ cent sales tax for ten years and requiring deposit of all revenue to a Save Our Lagoon Trust Fund solely for such projects, with citizen committee oversight and annual independent audits?

FOR the ½ cent sales tax
 AGAINST the ½ cent sales tax

As you are aware the implementation of this county-wide funding source would require adoption of an interlocal agreement with cities representing a majority of the county's municipal population. We are asking all cities to enter into the agreement as we all work together to preserve one of Brevard's most precious and valuable natural resources.

I have attached a copy of the interlocal agreement and ask that it be considered at your August 17, 2016 council meeting. I have also attached copies of the ordinance and PowerPoint presentation highlighting the development and major components of the plan.

Sincerely,


Stockton Whitten
County Manager

cc: Board of County Commissioners
Scott Knox, County Attorney
Virginia Barker, Natural Resources Department Director

Attachments (3)

INTERLOCAL AGREEMENT

This Interlocal Agreement, was made and entered into this ___ day of _____, 2016, by and between Brevard County, Florida (“County”) and [Municipalities Here], all of which are political subdivisions of the State of Florida and collectively are referred to herein as “Parties.”

WITNESSETH

WHEREAS, it is critical that this interlocal agreement be executed by all parties on or before August 23, 2016 in order to meet the deadline set by the Supervisor of Elections for submitting ballot language allowing the question as to whether the half cent discretionary infrastructure sales tax; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has been granted authority under Section 212.055(2)(a), Florida Statutes, to levy for a period of ten (10) years from the date of levy, a discretionary infrastructure sales tax of a one half cent, pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County voting in a referendum on the surtax; and

WHEREAS, Section 212.055(2)(d)1., Florida Statutes, defines “infrastructure” to mean “[a]ny fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term “public facilities” means facilities as defined in s. 163.3164(38), s.163.3221(13), or s. 189.012(5), regardless of whether the facilities are owned by the local taxing authority or another governmental entity; and

WHEREAS, Sections 163.3164(38), 163.3221(13), and 189.012(5), Florida Statutes all define the term “public facilities” to include parks and recreational facilities; and

WHEREAS, based upon Florida law, the County comprehensive plan, a 1987 EPA designation, and findings by the Florida Legislature, the Parties find that the Indian River Lagoon is a “public facility” as that term is defined in section 212.055(2), Florida Statutes; and

WHEREAS, the Parties see the urgent need to implement the “Save Our Lagoon Project Plan,” with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, such infrastructure projects are more equitably funded by revenue sources other than ad valorem taxation; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has promulgated Brevard County Ordinance no. 16-___, (“the Ordinance”) imposing a one half cent

discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum to be held on November 8, 2016; and

WHEREAS, it is contemplated that if approved in said referendum, said one half cent discretionary infrastructure sales tax shall be imposed and collected countywide, commencing on February 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, section 212.055(2)(c), Florida Statutes requires distribution of an interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes; and

WHEREAS, the parties have determined that it is in the best interests of all residents and property owners in Brevard County that all revenues derived from the half cent sales tax levied for projects and programs for the restoration of the Indian River Lagoon, as those projects and programs are described in the Ordinance; and

WHEREAS, the Parties deem it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the sale one half cent discretionary infrastructure sales tax, if approved by the qualified electors of Brevard County voting in the above-referenced referendum to be held on November 8, 2016, be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including operations, maintenance and reasonable administrative costs of those projects and programs:

NOW, THEREFORE, Brevard County and [Municipalities Here] agree as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The parties hereby acknowledge that the County has taken, or will take, such action as necessary to place the issue of levy of a one half cent discretionary infrastructure sales tax before the voters of Brevard County on the ballot in the referendum to be held on November 8, 2016.
3. If the levy of the one half cent discretionary infrastructure sales tax is approved in the November 8, 2016 referendum, upon implementation by ordinance of the sales tax by the County, any and all revenue generated by said tax shall be deposited into the Save Our Lagoon Trust Fund and used for Lagoon restoration projects and programs in the manner prescribed by the County Save Our Lagoon ordinance to be enacted on August 23, 2016, provided that the County and the governing bodies of the municipalities representing a majority of the county's municipal population execute a copy of this agreement.

4. It is the intent of the Parties that even though this interlocal agreement is separately executed by the County with multiple municipalities, that all of such separately executed agreements shall be construed to constitute a single interlocal agreement which provides for the use and distribution of the proceeds from the one half cent infrastructure surtax as follows:

- a. Any and all revenue generated by the surtax will be deposited into the Save Our Lagoon Trust Fund, administered by the County, for financing the implementation of the Save Our Lagoon Project Plan; and
 - b. The Indian River Lagoon Advisory Committee, as established in Brevard County Ordinance no. 16-___, will assist the County with annual plan updates and may review any proposed capital improvement, project, program, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.
5. This Agreement is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This interlocal agreement adopts, incorporates and ratifies the provisions of Brevard County Ordinance no. 16-___. It is governed by the laws of Florida.
6. This Agreement and its exhibits may only be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this agreement shall take effect upon the date of execution by the last party to the agreement, the "last party" being defined as the authorized representative of the Brevard County municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total municipal population in the County, as that total is set forth on Exhibit A, attached hereto.

BREVARD COUNTY, FLORIDA

By: _____
Jim Barfield, Chair

ATTEST: _____
Clerk

DATE: _____

CITY OF _____, FLORIDA

DATE:

ORDINANCE 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, CALLING A COUNTYWIDE SAVE OUR LAGOON ½ CENT SALES TAX REFERENDUM ELECTION ON NOVEMBER 8, 2016 WITHIN THE TERRITORIAL LIMITS OF BREVARD COUNTY ON THE QUESTION AS TO WHETHER THE BOARD OF COUNTY COMMISSIONERS SHOULD LEVY A ½ CENT INFRASTRUCTURE SALES TAX FOR FINANCING THE COUNTY'S SHARE OF THE COST FOR THE SAVE OUR LAGOON PROJECT PLAN; PROVIDING FOR FINDINGS; CALLING A REFERENDUM; PROVIDING FOR NOTICE OF THE REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; APPROVAL OF SAVE OUR LAGOON PROJECT PLAN; PROVIDING FOR LEVY OF THE ½ CENT SALES TAX FOR RESTORATION OF THE INDIAN RIVER LAGOON; CREATING A SAVE OUR INDIAN RIVER LAGOON PROJECT TRUST FUND; SAVE OUR LAGOON OVERSIGHT COMMITTEE; PROVIDING FOR SEVERABILITY; REPEALER; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR ORDINANCE. This Ordinance is adopted pursuant to Sections 212.055(2), Florida Statutes; Chapter 125, Florida Statutes, Section 101.161, Florida Statutes and all other applicable provisions of law, including Florida election laws.

SECTION 2. FINDINGS The County Commission hereby finds and determines as follows:

A. That section 212.055, Florida Statutes grants the Board of County Commissioners the discretionary authority to pass an ordinance calling a referendum on the issue as to whether a ½ cent sales tax should be approved to finance, plan, and construct infrastructure, as that term is defined in subsection (d)1. of section 212.055, Florida Statutes, and for the acquisition of any interest in land for public recreation, conservation, or protection of natural resources;

B. That section 212.055(2)(d)1. defines "infrastructure" to mean "[a]ny fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s.163.3164(38), s.163.3221(13), or s. 189.012(5), regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

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C. Sections 163.3164(38), 163.3221(13), and 189.012(5), Florida Statutes all define the term “public facilities” to include parks and recreational facilities.

D. Chapter 163.3177 requires every county to include a recreation and open space element in their comprehensive plan. The relevant section of that statute reads as follows: Fla. Stat. § 163.3177: (6)(e) A recreation and open space element indicating a comprehensive system of public and private sites for recreation, including, but not limited to, natural reservations, parks and playgrounds, parkways, beaches and public access to beaches, open spaces, waterways, and other recreational facilities.

E. In the Brevard County comprehensive plan, the term “open space” and “recreation” are defined as follows:

1. **Open Space** - lands and *water* not covered by structures including agriculture, which are *suitable for passive recreation or conservation* use.
2. **Recreation** - the pursuit of leisure time activities occurring in an indoor or *outdoor* setting.

F. In turn, the term “passive recreation” is defined as: “

1. **Passive Recreation** - recreation uses where very minimum alteration of vegetation, topography or other native feature is necessary, for the enjoyment of the site amenities. Activities which are considered passive include, but are not limited to, hiking, bicycling, nature observation, camping, non-motorized boating, rowing, swimming, picnicking, archaeological or historic preservation.

G. As defined in the Comprehensive Plan Glossary, the term “passive recreation” includes activities such as sailing, rowing, swimming, nature observation and, though not listed, would also include sailboarding and non-motorized recreational fishing—all of which are activities commonly undertaken on the Indian River Lagoon, and all of which depend upon a swimmable and fishable quality of water¹ allowing the lagoon to function as a natural “passive recreation” “open space”, “public recreational facility” and a “public site for recreation.”

H. The recognition of the Lagoon’s availability and contemplated use for passive recreation is found in the Coastal Management element of the comprehensive plan in Policy 11.9 which reads:

1. “Brevard County shall investigate the feasibility of acquiring narrow strips

¹ <http://www.dep.state.fl.us/water/wqssp/classes.htm>

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of land along the Indian River Lagoon, where such areas could provide visual access or provide parking for passive recreation within the Lagoon.”

I. As an open water body, the Indian River Lagoon also falls within the scope of numerous goals, policies and objectives found in the recreation and open space element of the plan relating to passive recreation.²

J. “The U.S. Environmental Protection Agency (EPA) designated the lagoon as “an estuary of national significance” in April 1990 and included the lagoon in the National Estuary Program. The Indian River Lagoon National Estuary Program is a partnership whose members work to improve the water quality and ecological integrity of the 156-mile-long estuary on Florida’s east coast. The St. Johns River and South Florida water management districts, the five counties that border the lagoon — Brevard, Indian River, Martin, St. Lucie and Volusia — and representatives of state, federal and regional governments and agencies make up the Indian River Lagoon Advisory Board, charged with guiding and overseeing the lagoon’s protection and

² Recreation And Open Space Element

GOAL 1

PROVIDE A PARK AND OPEN SPACE SYSTEM WHICH OFFERS OPPORTUNITIES FOR A VARIETY OF PASSIVE AND ACTIVE RECREATION, PROMOTES VISUAL APPEAL AND PROVIDES RELIEF FROM EXPANSES OF DEVELOPMENT.

Parks and Open Space System

Objective 1

Provide a system of parks and open space to meet the recreational needs of the public.

Policy 1.6

Develop and enhance existing parks and open space sites to provide additional recreational facilities based on the recreational needs of the public and as funding become available.

GOAL 2

PROVIDE A COMPREHENSIVE PROGRAM OF ACTIVE AND PASSIVE RECREATION THAT MEETS THE NEEDS OF THE PUBLIC.

Objective 1

To ensure that Brevard’s waterways are a publicly-accessible local system of waterways linked to a larger regional system that contributes to the greatest possible recreational and commercial access to the navigable waters of the State of Florida in a manner that does not jeopardize their environmental values.

Policy 1.1

By 2011, the County shall identify, inventory and characterize its system of waterways in terms of use, capacity and relationship to recreational and commercial working waterfronts.

Public and Private Partnerships

Objective 4

Coordinate public and private resources to meet recreational demands.

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restoration.” <http://www.cakex.org/directory/organizations/indian-river-lagoon-national-estuary-program>

K. With regard to the function and restoration of water quality in the Indian River Lagoon, the Florida Legislature has made the following findings:

1. The Indian River Lagoon system has been targeted by the state as a priority water body for restoration and preservation since the 1987 Surface Water Improvement and Management Act;
2. Coastal lagoon activities relating to saltwater fishing account for a multibillion dollar economic base;
3. The St. Johns River and South Florida Water Management Districts have jointly developed a management plan that includes water quality improvement, habitat restoration, and public awareness and education; and
4. The Legislature supports the restoration efforts of the water management districts.³

L. Based upon the above statutory and county comprehensive plan provisions, EPA designation, and findings by the Florida Legislature, the Board of County Commissioners concludes that the Indian River Lagoon is a “public facility” as that term is defined in section 212.055(2), Florida Statutes.

M. Because the Indian River Lagoon meets the definition of a “public facility,” section 212.055(2), Florida Statutes, authorizes the use of the ½ cent discretionary local government infrastructure sales tax for capital improvement projects, which include capital maintenance such as muck removal, and projects with a life span of 5 years or longer such as projects to reduce primary sources of pollution (including excess fertilizer, septic systems, nutrient rich reclaimed water, and stormwater); to remove historical pollution that is now accumulated in muck deposits that smother seagrass, cloud the water column, release nutrients and deplete oxygen; and to restore natural stabilization and filtration systems (including oyster bars and living shorelines).

N. The population of Brevard County exceeds 75,000 people and for the tax year 2016, the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes, as determined by the Brevard County Property Appraiser’s Office.

O. Based on the data provided by the Brevard County Property Appraiser’s Office, section 212.055(2)(g), Florida Statutes applies within Brevard County, which statute provides as follows:

- (g) Notwithstanding paragraph (d), a county having a population greater than 75,000 in which the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes for the tax year in which an infrastructure surtax

3.Fla. Stat. §320.08058(a)

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referendum is placed before the voters, and the municipalities within such a county, *may use the proceeds and interest of the surtax for operation and maintenance of parks and recreation programs* and facilities established with the proceeds of the surtax throughout the duration of the surtax levy or while interest earnings accruing from the proceeds of the surtax are available for such use, whichever period is longer.

P. In 1996 the Florida Advisory Council on Intergovernmental Relations, assisted by the State of Florida Department of Revenue, interpreted the uses for “operation and maintenance of parks and recreation programs *and* facilities established with the proceeds of the surtax” to authorize use of the infrastructure surtax for the “operation and maintenance of parks and recreation programs, as well as facilities originally established with surtax proceeds”⁴.

Q. The Board of County Commissioners finds that the Save Our Lagoon Project Plan presented with this Ordinance, along with the Indian River Lagoon Comprehensive Conservation and Management Plan⁵ referenced in the Surface Water Management Element of the Brevard County Comprehensive Plan, constitute a recreation program within the meaning of section 212.055(2)(g), Florida Statutes based upon the goals, objectives and policies in each respective plan, as set forth in the following subparagraph R:

R. **Brevard County Comprehensive Plan: Surface Water Management Element: Policy 1.3:** The Natural Resources Management Office shall be the lead agency for the development and implementation of the Master Stormwater Management Plan and shall coordinate its efforts with the St. John's River Water Management District on the **Indian River Lagoon Comprehensive Conservation and Management Plan** (CCMP), Total Maximum Daily Loads (TMDL's) and the National Pollution Discharge Elimination System (NPDES) permit schedule and requirements.

Indian River Lagoon Comprehensive Conservation and Management Plan:

As part of the effort to coordinate and compliment the IRL SWIM and IRL CCMP plans, the IRL NEP adopted the three IRL SWIM goals:

Goal 1: To attain and maintain water and sediment of sufficient quality to support a healthy estuarine lagoon ecosystem;

Goal 2: To attain and maintain a functioning, healthy ecosystem which supports endangered and threatened species, fisheries, commerce and **recreation**;

Goal 3: To achieve heightened public awareness and coordinated interagency management of the Indian River Lagoon ecosystem.

⁴Local Government Financial Information Handbook, July 1996, *Florida Advisory Council on Intergovernmental Relations, with the assistance of the Department of Revenue and its Division of Economic and Demographic Research, Joint Legislative Management Committee, Florida Legislature*; p. 185;
<http://edr.state.fl.us/Content/local-government/reports/lgfih96.pdf>

⁵https://www.epa.gov/sites/production/files/2015-09/documents/ccmp_update_2008_final.pdf

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The IRL NEP added one additional goal to the CCMP relating to the identification of long term funding resources for implementation of the CCMP's recommendations:

Goal 4: To identify and develop long-term funding sources for prioritized projects and programs to preserve, protect, restore and enhance the Indian River Lagoon system.

Objective: Develop and implement a coordinated scientific conservation and management strategy to preserve, protect and restore biodiversity in the Indian River Lagoon.

Point Source Discharges Action Plan

Objective: To ensure compliance with the Indian River Lagoon Act and to reduce or eliminate, where possible, industrial and domestic wastewater discharges to the Indian River Lagoon

PS-1 Ensure compliance with the **Indian River Lagoon Act, Chapter 90-262, also known as the Indian River Lagoon Act.**

PS-3 Reduce or eliminate industrial discharges to the Indian River Lagoon.

On-Site Sewage Treatment and Disposal Systems Action Plan

Objective: Determine the impacts on on-site sewage treatment and disposal systems (OSTDS) on the resources of the Indian River Lagoon and to develop and implement strategies to address these impacts.

OSDS-4: Promote the connection of areas served by OSTDS to central sewer service or, where connection to central sewer is not feasible, promote the development and use of alternative or advanced OSTDS technologies offering improved treatment in areas identified in the IRL SWIM studies as "problem" or "potential problem" for OSTDS. Identify and publicize potential funding sources that could be used to connect areas served by OSTDS to central sewer or support the development and use of alternative or advanced OSTDS technologies.

Fresh and Storm Water Discharges Action Plan

Objective: To develop and implement strategies to address the impacts of freshwater and stormwater discharges on the resources of the Indian River Lagoon.

FSD-4 Develop and implement best management practices (BMPs) for the management of stormwater, agricultural and fresh water discharges.

FSD-6 Reduce the impacts of muck on the Indian River Lagoon.

FSD-10 Encourage the proper use of fertilizers, herbicides, pesticides and reuse water.

FSD-11 Educate residents and property owners about the impacts of freshwater and

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stormwater discharges on the Indian River Lagoon and what they can do to reduce these impacts.

FSD-12 Continue reviews of plans of reclamation for water control districts and the standard operating procedures and project works of each large drainage system and agricultural drainage system. Develop and implement strategies to reduce discharges and pollutant loadings to the Indian River Lagoon from these sources.

FSD-13 Upgrade existing urban and agricultural stormwater systems to reduce pollutant loadings to the Indian River Lagoon.

FSD-14 Develop and implement appropriate mechanisms to fund and undertake the operation, maintenance and improvement of urban and agricultural stormwater management systems to reduce pollutant loadings

Seagrass Protection, Restoration And Management Action Plan

Objective: To protect and restore seagrass integrity and functionality in the Indian River Lagoon by reducing anthropogenic impacts and attaining and maintaining water quality capable of supporting a healthy, productive and sustainable submerged aquatic vegetation community meeting the seagrass coverage and depth targets developed by the water management districts for the Indian River Lagoon.

SG-1 Implement a program of protection, restoration and management activities needed to maintain, protect and restore the seagrass/SAV community of the Indian River Lagoon.

Wetlands Action Plan

Objective: Preserve, protect, restore and enhance the wetland resources of the Indian River Lagoon region.

W-5 Continue the restoration and rehabilitation of impacted or impounded coastal wetlands.

Fisheries Action Plan

Objective: Conserve, protect, and restore the fin and shellfish resources of the Indian River Lagoon

F-1 Conserve, protect, restore and manage the finfish and shellfish resources in the Indian River Lagoon region.

Public Involvement and Education Action Plan

Objective: Facilitate implementation of the Indian River Lagoon (IRL) Comprehensive Conservation and Management Plan (CCMP) through public involvement and education.

PIE-1 Implement and expand public involvement and education projects or programs.

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PIE-4 Increase public and governmental involvement in activities designed to protect and restore the resources of the Indian River Lagoon.

PIE-5 Strategically prioritize and implement public education programs based on pollution potential, perceived likelihood for behavior change, resource availability, and opportunities that arise.

Brevard County Comprehensive Plan: Surface Water Management Element:

Policy 1.7 Brevard County should continue the public information program on the value of stormwater management. The County should continue to coordinate this program with Natural Resource Conservation Service (NRCS), the Indian River Lagoon National Estuary Program and other appropriate agencies.

Policy 4.11 Brevard County will continue to identify and map point and nonpoint sources of pollution within the Indian River Lagoon system and watershed to identify and reduce point and nonpoint sources of pollution. This program shall be coordinated with other federal, state and local agencies.

Conservation Element

Policy 3.3 Brevard County shall continue to make efforts to prevent negative impacts of development in and adjacent to the Indian River Lagoon and its tributaries designated as Class II waters, Aquatic Preserves and Outstanding Florida Waters by implementing and revising as necessary, the Surface Water Protection Ordinance...

Policy 3.4 Brevard County shall continue to prevent negative impacts of development in and adjacent to Class III waters (except Outstanding Florida Waters and Aquatic Preserves) along the St. Johns River and Indian River Lagoon and its tributaries by implementing and revising as necessary, the Surface Water Protection Ordinance...

Policy 3.8 When deemed necessary to meet State-mandated water quality standards, Brevard County may establish setbacks from the shoreline of the Indian River Lagoon for septic tanks and drainfields. Such setbacks shall at a minimum, be in accordance with F.S. 381.0065(4), as may be amended. In those cases where there is insufficient lot depth to meet County-established setbacks more stringent than those established by State statute, septic tanks and drainfields shall be located in accordance with F.S. 381.0065(4), as may be amended.

Policy 3.10 Brevard County shall continue to work with the St. Johns River Water Management District (SJRWMD), FDEP, and Indian River Lagoon Program (IRLP) and other appropriate agencies in developing appropriate water quality standards for estuarine waters within the Indian River Lagoon.

Policy 3.11 Brevard County shall continue to support programs for plugging free-flowing artesian wells, with highest priority being given to those adjacent to the Lagoon.

Policy 3.13 Brevard County strongly supports the designation of the Indian River Lagoon from SR 405 north to the County line as an Aquatic Preserve.

Policy 3.15 By 2013, the County shall establish appropriate protective measures along conveyance systems and tributaries of the St. Johns River and Indian River Lagoon to meet State

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and Federal water quality standards.

S. In January through March 2016, Brevard County residents endured the most extensive and intensive algal bloom ever recorded in the Indian River system during winter/spring months. The collapse of this bloom in March resulted in one of the most extensive fish kills ever recorded in the county. The winter/spring 2016 bloom followed an algal super bloom that occurred in 2011, brown tides that followed in 2012, 2013 and 2015, and unusual mortality events for dolphins, manatees and pelicans.

T. On March 29, 2016 the Board of County Commissioners voted to send a letter to the Governor requesting assistance. The Governor sent the leadership of multiple state agencies to assess the fish kill and meet with County staff and members of the Legislative delegation to discuss solutions and resource needs. The County was advised to develop a project plan to include a comprehensive list of projects to restore lagoon health, estimate the funding needs for those projects and determine a timetable for implementation. With such a plan, the County would be in a better position to seek dedicated cost-share from the FL Legislature.

U. On April 7, 2016 the County Commission directed staff to develop a Save Our Lagoon Project Plan to restore health to the lagoon and explore dedicated funding mechanisms to fund the entire plan or provide the local match needed to leverage State appropriations and other grants.

V. The proposed Save Our Lagoon Project Plan includes a portfolio of projects to **Reduce** primary sources of pollution (including excess fertilizer, septic systems, nutrient rich reclaimed water, and stormwater); **Remove** historical pollution that is now accumulated in muck deposits that smother seagrass, cloud the water column, release nutrients and deplete oxygen; **Restore** natural stabilization and filtration systems (including oyster bars and living shorelines); and a process to monitor project implementation, efficiency, and cost-effectiveness with a volunteer citizen oversight committee to **Respond** to monitoring data, new technology, changing conditions, alternative project proposals and recommend plan revisions to the County Commission annually. The projected cost of the proposed plan is \$302,881,000.

SECTION 3. REFERENDUM. A referendum election is hereby called and ordered to be held in Brevard County at the time of the next general election to be held on November 8, 2016 to determine whether the board of county commissioners should levy a ½ cent sales tax for financing the county's share of the cost for the Save Our Lagoon project plan.

SECTION 4. NOTICE OF REFERENDUM. This Ordinance shall be published twice in full as part of the Notice or the Referendum Election, together with a notice in substantially the form attached hereto as Exhibit "A" in *Florida Today*, a newspaper of general circulation in the County. The publications shall occur once in the fifth week and once in the third week prior to the week which includes November 8, 2016.

SECTION 5. NOTICE TO SUPERVISOR OF ELECTIONS. Upon adoption of this ordinance, notice of the calling of the referendum election provided for in this Ordinance shall be delivered to the Supervisor of Elections. This Ordinance shall not be implemented unless the Supervisor of Elections provides her consent to a date when the registration books can be available pursuant to Section 100.151, Florida Statutes.

SECTION 6. PLACES OF VOTING, INSPECTORS, CLERKS. The polls will be open at the voting places on the date of the referendum during the times prescribed by law. All qualified electors residing within the County shall be entitled and permitted to vote at the referendum on the proposition set forth below. The places of voting and the inspectors and clerk for the referendum shall be those designated by the Supervisor or Elections of Brevard County.

SECTION 7. OFFICIAL BALLOT. Ballots to be used in the referendum shall contain a statement of the description of the proposed issue on economic development ad valorem tax exemptions and shall be in substantially the following form:

BALLOT
Brevard County, Florida

Caption: Save Our Indian River Lagoon ½ Cent Sales Tax Referendum

To restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, shall an ordinance be approved levying a ½ cent sales tax for ten years and requiring deposit of all revenue to a Save Our Lagoon Trust Fund solely for such projects, with citizen committee oversight and annual independent audits?

___ FOR the ½ cent sales tax
___ AGAINST the ½ cent sales tax

SECTION 8. ABSENTEE VOTING. The form of ballots to be used in such referendum for absentee voters shall be the same as used at the polling places for said referendum or such other form as may be prescribed by law.

SECTION 9. PRINTING OF BALLOTS. The Supervisor or Elections for Brevard County is hereby authorized and requested to (a) have sample ballots printed and to deliver such sample ballots to the inspectors and clerks on or before the date and time for opening of the polls for such referendum and (b) have official ballots for use in such referendum printed and delivered in accordance with law.

SECTION 10. PAYMENT OF REFERENDUM EXPENSES. The County Manager is hereby authorized and directed to approve the payment of lawful expenses associated with conducting the referendum election and the Clerk of the Board of County Commissioners is hereby authorized and directed to disburse the funds necessary to pay such expenses.

SECTION 11. VOTER REGISTRATION BOOKS. The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish the poll workers, inspectors and clerks required at each place where the votes are to be cast in such referendum, as well as applicable portions of the registration books or certified copies thereof showing the names of the qualified electors residing in the County.

SECTION 12. ELECTION PROCEDURE. The referendum shall be held and conducted in the manner prescribed by law and shall, as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum and the number of votes cast respectively for and against approval of the proposition. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners.

SECTION 13. ELECTION RESULTS. If the majority of the votes cast at such a referendum shall vote for the proposition, the Ordinance shall take effect and be implemented and administered by the Board of County Commissioners through its County Manager and designees.

SECTION 14. APPROVAL OF SAVE OUR LAGOON PROJECT PLAN

The Save Our Lagoon Project Plan (SOLPP), as presented to the Board of County Commissioners on August 23, 2016, is hereby approved and adopted. The implementation of the SOLPP shall be undertaken by the Brevard County Board of County Commissioners through and under the supervision of the County Manager or his designee, with Oversight Committee input and coordination with the Indian River Lagoon Council and all state and federal agencies participating in the implementation of the SOLPP.

SECTION 15. LEVY OF ½ CENT SALES TAX FOR INDIAN RIVER LAGOON RESTORATION

As authorized under section 2121.055(2), Florida Statutes, upon the effective date of this ordinance there is hereby levied for a period of ten years a ½ cent infrastructure sales surtax to be collected, deposited and expended for Indian River Lagoon improvements, projects and programs, as specified in this ordinance.

SECTION 16. SAVE OUR INDIAN RIVER LAGOON PROJECT TRUST FUND.

If the county electorate approves the ½ cent infrastructure sales surtax provided for in this ordinance, the County Manager, or his designee in cooperation with the Board Finance division of the Office of the Clerk of the Circuit Court, shall create a Trust Fund reserved solely for the deposit of revenues derived from the approved tax. Thereafter, all revenues collected from the tax shall be deposited into the Trust Fund and shall be distributed in the manner provided for in

the interlocal agreement required under section 212.055(c)1., Florida Statutes. Trust Fund expenditures shall be restricted to :

1. reasonable and necessary capital improvement, capital maintenance and other projects and programs implementing a) the Save Our Lagoon Project Plan, as adopted hereunder or as amended from time to time; b) in the Indian River Lagoon Conservation and Management plan, as amended from time to time; and/or c) with the approval of the Board of County Commissioners, the costs of any lagoon restoration project or program identified and pursued in accordance with any future plan, as amended from time to time, enacted by the Indian River Lagoon Council created pursuant to the Indian River Lagoon National Estuary Program Interlocal Agreement dated February 19, 2015. Such reasonable and necessary expenses may include lagoon restoration project permitting costs and the costs experts used in obtaining or consulting on the acquisition of such permits;
2. Costs of issuing bonds, including financial advisor fees; bond counsel fees; and bond validation attorneys and expert witness fees, if any are utilized;
3. lagoon restoration project related costs, if any, contemplated by the interlocal agreement required by section 212.055(2), Florida Statutes;
4. any reasonable lagoon restoration related project or expense approved by the Board of County Commissioners, at its discretion, upon recommendation by the Save Our Lagoon Oversight Committee established hereunder;
5. Lagoon restoration project related operation and maintenance expenses;
6. Save Our Lagoon Project Plan education and community awareness initiatives or programs;
7. any membership dues payable to the Indian River Lagoon Council.

Such expenditures shall be made in accordance with established county contract, bidding and authorized administrative expense limitations, as set forth in Board policies and County Manager Administrative Orders.

Such expenditures may include use for grant matching funds for federal, state or private contributions pledged for paying expenses or costs related to lagoon restoration projects, or repayment of bonds, if any, issued for financing the cost of capital improvement or capital maintenance projects related to the restoration of the Indian River Lagoon.

SECTION 17. SAVE OUR LAGOON OVERSIGHT COMMITTEE

There is hereby created an Save Our Lagoon Oversight Committee which shall consist of seven members. The intent of this volunteer oversight committee of diversely skilled citizens would be to recommend updates of the Save Our Lagoon Project Plan to the Board of County Commissioners annually and to provide public oversight and a transparent process that not only allows, but fosters, development and implementation of better, less costly and/or more timely tools and techniques for restoration of the Indian River Lagoon.

A. STRUCTURE:

Membership shall consist of seven representatives and seven alternates. Committee members

shall represent a diversity of demonstrated expertise and experience to annually update and improve the Save Our Lagoon Project Plan. Each member and alternate shall represent at least one of the following fields of expertise: science, technology, economics/finance, real estate, education/outreach, tourism, and lagoon advocacy. A good working knowledge of lagoon water quality issues and sources of pollution is highly desirable. A Chair and Co-Chair shall be elected by a majority vote of the Oversight Committee members.

B. APPOINTMENT PROCESS:

The County Commissioners shall call for interested volunteers to submit their qualifications to the Natural Resources Management Department. ONRM Department staff will review the applications and provide a qualified list of applicants to the League of Cities and to the County Commission to ensure that municipal and County interests are represented. The League will nominate members for three fields of expertise and nominate alternates for the remaining four fields of expertise. Each Commissioner will review the qualifications of the remaining applicants and score them from 1 to 3. Department staff will tabulate the ranking scores to select members for the remaining four fields of expertise and alternates for the remaining three fields of expertise. The County Commission will appoint the League of City nominees to the Oversight Committee and fill the remaining seats with candidates with the highest County Commission ranking. Appointments will be for two year terms, after which time members and alternates may be considered for reappointment or replacement. If replacement members or alternates are required, the entity who selected that member can upgrade the alternate to the member seat, choose a replacement from the existing pool of applicants, or request a new call for qualified citizen volunteers.

C. RESPONSIBILITIES:

1. Although Save Our Lagoon plan was developed with the best information available in 2016, verifying the sources of water quality pollution and keeping up with technological advancements is important for maximizing timely and cost-effective solutions. In order to review and adapt to better information and opportunities through time, monitoring is necessary. As projects from this plan are implemented, the actual costs and nutrient reduction benefits will be tracked.

2. Brevard County staff will provide project monitoring reports to the Oversight Committee and will work with them to recommend adjusting the planned projects, as needed. An adaptive management process shall be utilized to allow alternative projects to be submitted by municipalities and other community or lagoon focused partners for review by the Oversight Committee for inclusion in the next annual update to this plan.

3. The role of the Oversight Committee will be to review monitoring data on timeliness of project delivery, actual and updated project costs, and actual nutrient removal effectiveness, review new literature and local studies on the types of projects included in the plan and potential alternative project types, evaluate alternative project proposals received from the community, and recommend annual adjustments to the plan including Table 46, the Timeline for Funding Needs.

4. The Committee's recommendations will be presented annually by the Committee Chair, working with Department staff, to the Board of County Commissioners for their inclusion; modification and inclusion; or non-inclusion in the Save Our Lagoon plan.

5. Upon County Commission approval, a project or projects that deliver comparable

nutrient removal benefits may be added to listed Save Our Lagoon projects or substituted for the funding allocated to one or more other Save Our Lagoon projects in the same sub-lagoon. Unless otherwise agreed to by the County Commission, if a substituted project costs more than the project listed in the Save Our Lagoon plan, the requesting partner must provide the balance of the costs.

SECTION 18. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

SECTION 19. REPEALING CLAUSE. All ordinances or other actions of the County which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

SECTION 20. EFFECTIVE DATE. This Ordinance shall take effect upon November 8, 2016 if the ½ cent sales tax is approved by a majority of the electors of the county voting in the referendum on that date. However, the Ordinance shall not be implemented until such time as a) the Supervisor of Elections has consented to obtaining and making registration books available in accordance with Section 100.151, Florida Statutes; b) election results demonstrate an affirmative vote of the majority of the electors has approved the Save Our Indian River Lagoon ½ cent sales tax.

DONE AND ADOPTED in Regular Session of the Board of County Commissioners of Brevard County, Florida this 23rd day of August, 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

By: _____
Jim Barfield, Chair

(as approved by the Board on August 23, 2016)

Exhibit "A"

**NOTICE OF SAVE OUR SAVE OUR INDIAN RIVER LAGOON ½ CENT SALES TAX
REFERENDUM**

Pursuant to the provisions of Section 100.342, Florida Statutes, notice is hereby given that a referendum election shall be held on Tuesday, November 8, 2016, to determine whether the Brevard County Board of County Commissioners should levy a ½ cent infrastructure sales tax for financing the county's share of the cost for the Save Our Lagoon Project Plan as described in the following Ordinance number 2016-_____ adopted by the Board of County Commissioners of Brevard County, Florida on _____, 2016:

(Set forth adopted Ordinance here)



CITY COUNCIL AGENDA ITEM

#8

DISCUSS/TAKE ACTION ON AN AGREEMENT WITH TEAM PAIN FOR SKATE PARK IMPROVEMENTS (RFP NO. 15/16-04)

To: Mayor and City Council
From: City Manager Courtney Barker
Meeting Date: 8/17/2016
Department: Support Services

Recommended Action: Authorize the City Manager to sign the Contract with Team Pain Enterprises, Inc. for Skate Park improvements.

Summary: The City Council prioritized the renovations of the City's Skate Park in the FY 15/16 Capital Assets Fund budget in the amount of \$200,000. The intent of the renovations is to update the park with new design features to attract more users.

On February 29, 2016 the City issued Request for Proposals (RFP) No. 15/16-04 to solicit proposals from qualified contractors to provide design/build services for the renovation of the City's Skate Park. Team Pain Enterprises, Inc. (Team Pain), was the only contractor in attendance at the Pre-Proposal and Community Ideas meetings held on March 22, 2016. Approximately 30 community members attended the Community Ideas Meeting. Numerous ideas were presented at this meeting by the skating community. The Evaluation Committee also included the following members of the skating community: John Pingston, Kelly Cavanaugh, Matt Price, Josh Hudson, Ike Richardson, Cody Graziano, and Ian McEvers.

Proposals for the RFP were due to the City on April 19, 2016. The City received one proposal from Team Pain, and the Evaluation Committee met on May 2, 2016 and recommended awarding the project to this vendor. City Council approved this award at their May 18, 2016 meeting.

Team Pain and City staff, including the City Attorney and City Engineer, have completed review of the Contract documents, which includes the following:

- Agreement Between Owner and Design/Builder on the Basis of a Stipulated Price
- Standard General Conditions of the Contract Between Owner and Design/Builder
- Supplementary Conditions (to the Standard General Conditions)

From the effective date of this Contract, Team Pain will have 180 days (6 months) to achieve substantial completion of this project. The Evaluation Committee members will remain involved as advisors throughout the design of the project.

Budget Impacts: Capital Assets Fund \$200,000, budgeted in the FY 15/16 Budget.

Attachments:

- Skate Park Improvements Contract

COVER PAGE

SKATE PARK IMPROVEMENTS CONTRACT

1. Agreement Between Owner and Design/Builder on the Basis of a Stipulated Price
2. Payment and Performance Bond
3. Combination Payment and Performance Bond
4. Standard General Conditions of the Contract Between Owner and Design/Builder
5. Supplementary Conditions
6. Conceptual Documents identified in the Request for Proposal
7. Design/Builder's Proposal dated April 19, 2016
8. Addenda numbers 1 through 2 inclusive

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER
ON THE BASIS OF A STIPULATED PRICE

Prepared by

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Contract Between Owner and Design/Builder (EJCDC D-700, 2009 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. The instructions and comments contained in the Guide to Use of EJCDC Design/Build Documents (EJCDC D-001, 2009 Edition), including guides to preparation of the Request for Proposal, the Proposal Form, and Supplementary Conditions, are also carefully interrelated with the wording of this Agreement.

Note to User

Before entering into this Agreement, it is recommended that the parties determine if applicable Laws and Regulations prohibit or require alterations in the contemplated contractual arrangements and the assignments of responsibilities for a design/build project. Check competitive bidding, contractor licensing, design professional licensing, and professional practice Laws and Regulations, among others.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the CITY OF SATELLITE BEACH, FLORIDA, 565 Cassia Boulevard, Satellite Beach, FL 32937 (Owner) and TEAM PAIN ENTERPRISES, INC., 890 Northern Way, Ste. D-1, Winter Springs, FL 32708 (Design/Builder).

Owner and Design/Builder hereby agree as follows:

ARTICLE 1 - WORK

Design/Builder shall furnish all materials and provide all labor and services necessary to complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work consists of design, permitting, and constructing improvements and renovations to an existing skate park owned by the City and located in the City's Sports and Recreation Park.

ARTICLE 2 - THE PROJECT

The Project, of which the Work under the Contract Documents may be the whole or only a part, is generally described as follows:

Project includes addition of new features and renovation of existing concrete structures at the City's skate park as depicted in the Contract Documents. The intent is to modernize the park and improve the concrete surfaces.

ARTICLE 3 - CONTRACT TIMES

3.01. *Time of the Essence*

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

3.02. *Days to Achieve Substantial Completion and Final Payment*

The Work will be substantially completed within 180 days after the Effective Date, as defined in Paragraph 1.01 of the General Conditions.

3.03. *Liquidated Damages*

Design/Builder and Owner recognize that time is of the essence as stated in Paragraph 3.01, above, and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.02, above, plus any extensions allowed in accordance with Article 11.02 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner in a legal, arbitration, or similar proceeding if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay Owner \$600 for each day that expires after the time specified in Paragraph 3.02, above, for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Time, or any proper extension thereof granted by Owner, Design/Builder shall pay Owner \$600 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 - CONTRACT PRICE

Owner shall pay Design/Builder a total of \$200,000.00 for completion of the Work in accordance with the Contract Documents.

ARTICLE 5 - PAYMENT PROCEDURES

5.01. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage:* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.01.A.1 and A.2 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.06.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold in accordance with Paragraph 13.03.B of the General Conditions.

a. 90 percent of Work completed each month (with the balance being retainage).

If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage on account of Work completed,; and

- b. 90 percent of the cost of materials and equipment incurred each month not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 13.02.A of the General Conditions), with the balance being retainage.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design/Builder to 95 percent of the Contract Price (with the balance being retainage), less such amounts as Owner may withhold in accordance with Paragraph 13.05 of the General Conditions and less ____ percent of Owner's estimate of the value of the Work shown in the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- B. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 6 - INTEREST

- 6.01. All monies not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 6 percent per annum.

ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

- 7.01. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:
- A. Design/Builder has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals, but excluding the documents described in paragraph 8.01.K of this Agreement.
 - B. Design/Builder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Design/Builder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Design/Builder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except

Underground Facilities), if any, that have been identified or made available by Owner and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified or made available by Owner.

- E. Design/Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Design/Builder has considered the information known to Design/Builder, including the fact it design/built the existing skate park facility; information commonly known to design/builders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design/Builder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Design/Builder's safety precautions and programs.
- G. Based on the information and observations referred to above, Design/Builder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for it to enter into this Contract for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design/Builder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Design/Builder.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01. The Contract Documents consist of the following:

- A. This Agreement
- B. Payment and Performance Bond
- C. Combination Payment and Performance Bond
- D. Other Bonds, identified as Exhibits N/A

- E. Standard General Conditions of the Contract Between Owner and Design/Builder
- F. Supplementary Conditions
- G. Conceptual Documents identified in the Request for Proposal
- H. Design/Builder's Proposal dated April 19, 2016
- I. Addenda numbers 1 through 2 inclusive
- J. Exhibits to this Agreement
- K. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:
 - 1. Notice to Proceed;
 - 2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions;
 - 3. Specifications as defined in Paragraph 1.01.A.40 of the General Conditions; and
 - 4. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions.
- L. Proposed Schedule of Progress Payments, together with the estimated amount for each payment.
- M. Proposed Work in progress Milestones.

8.02. The documents listed in Paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above).

8.03. There are no Contract Documents other than those listed above in this Article 8.

8.04. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01. The Standard General Conditions of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.

9.02. Terms used in this Agreement will have the meanings indicated in the General Conditions.

- 9.03. No assignment by a party hereto of any rights or obligations under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.04. Owner and Design/Builder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.05. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.06. Other Provisions

Site security, excluding security personnel, and safeguards during construction are the Design/Builder's responsibility.

IN WITNESS WHEREOF, Owner and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

UILDER:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Engineer License No. or
Certificate No.:

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor License No.:

(Where applicable)

State: _____

(If Design/Builder is a corporation, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

RETURN RECORDED DOCUMENT TO:

City Clerk
565 Cassia Boulevard
Satellite Beach, Florida 32937-3166

**Front Page of Bond required by Section 255.05, F.S.
PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes (2012)

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER: City of Satellite Beach, Florida, a chartered municipal corporation
565 Cassia Boulevard
Satellite Beach, Florida 32937-3116
Contact Person: Courtney Barker, City Manager
Phone Number: (321) 773-4407

Amount: \$200,000.00

City Case/Project No. RFP# 15/16-04

Description of Work: Project includes design, permitting, and constructing improvements and renovations to an existing skate park owned by the City. Project includes addition of new features and renovation of existing concrete structures.

Project Location: 750 Jamaica Boulevard
Satellite Beach, Brevard County, Florida

Legal Description: The SW ¼ of the SE ¼ of Section 2, Township 27 South, Range 37 East, Brevard County, Florida, Excepting Brevard County Library as described in Official Records Book 3129, Page 779, of Public Records of Brevard County, Florida.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Return Recorded Document to:
City Clerk
565 Cassia Boulevard
Satellite Beach, Florida 32937-3116

SKATE PARK IMPROVEMENTS

Name of Project

City Project No. RFP# 15/16-04

Bond No. _____



Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____, as Principal,
and _____, a corporation,
as Surety, are bound to **CITY OF SATELLITE BEACH, FLORIDA**, a municipal corporation, herein called Owner or
sometimes referred to as "City," in the sum of Two Hundred Thousand and XX/100 Dollars (\$200,000.00), being
110% of the cost estimate for the construction of the required improvements, for payment of which we bind
ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of the Agreement Between Owner and Design/Builder on the Basis of Stipulated Price, having an effective date of _____, recorded in OR Book _____, Page _____, Public Records of Brevard County, Florida, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for design and construction of improvements to be reflected on the plans to be approved by the City Council, as prepared by the Principal, the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants; as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20_____.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

(Attorney-In-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

Prepared by

EJCDC 

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These General Conditions have been prepared for use with either one of the two Agreements between Owner and Design/Builder (EJCDC D-520 and D-525, 2009 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. The comments and instructions contained in the Guide to Use of EJCDC Design/Build Documents (EJCDC D-001, 2009 Edition) are also carefully interrelated with the wording of these General Conditions.

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**STANDARD GENERAL CONDITIONS OF THE
CONTRACT BETWEEN
OWNER AND DESIGN/BUILDER**

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*: Written or graphic instruments issued prior to the opening of Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.
 2. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design/Builder covering the Work.
 3. *Application for Payment*: The form which is to be used by Design/Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bonds*: Performance and payment bonds and other instruments of security.
 6. *Change Order*: A written order which is signed by Design/Builder and Owner which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 7. *Claim*: A demand or assertion by Owner or Design/Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a claim.
 8. *Conceptual Documents*: The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the Request for

Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

9. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.
10. *Construction Subagreement*: A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.
11. *Contract*: The entire and integrated written agreement between Owner and Design/Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.
13. *Contract Price*: The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents.
14. *Contract Times*: The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with Paragraph 13.08.
15. *Design/Builder*: The individual or entity with whom Owner has entered into the Agreement.
16. *Design Subagreement*: A written agreement between Design/Builder and a design professional for provision of Design Professional Services.
17. *Design Professional Services*: That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.
18. *Drawings*: Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the Work.
19. *Effective Date of the Agreement*: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Field Order*: A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Hazardous Environmental Condition*: The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.
22. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
23. *Laws or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
24. *Liens*: Charges, security interests or encumbrances upon real property or personal property.
25. *Milestone*: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
26. *Notice of Award*: The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.
27. *Notice to Proceed*: A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.
28. *Owner*: The individual or entity with whom Design/Builder has entered into the Agreement and for whom the Work is to be performed.
29. *Owner's Consultant*: An individual or entity with whom the Owner may contract to furnish services to Owner with respect to the Project and who is identified as such in the Supplementary Conditions.
30. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
31. *PCBs*: Polychlorinated biphenyls.
32. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
33. *Project*: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34. *Proposal*: The documents submitted by Design/Builder in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.
35. *Radioactive Material*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Request for Proposals*: The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.
37. *Resident Project Representative*: The authorized representative of Owner who may be assigned to the Site or any part thereof.
38. *Schedule of Values*: A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.
39. *Site*: Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design/Builder.
40. *Specifications*: The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
41. *Subcontractor*: An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.
42. *Submittal*: A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.
43. *Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
44. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Design/Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design/Builder or any Subcontractor.
46. *Unit Price Work*: Work to be paid for on the basis of unit prices.
47. *Work*: The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.
48. *Work Change Directive*: A written directive to Design/Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B are not defined terms, but when used in the Contract Documents have the indicated meanings.

B. *Intent of Certain Terms or Adjectives*:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.
7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds

- A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with Paragraph 5.01.A.
- B. *Evidence of Insurance:* Before any Work is started, Design/Builder and Owner shall each deliver to the other those certificates of insurance that Design/Builder and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. Unless agreed to in writing by Owner and Design/Builder, the Contract Times will commence to run no later than the ninetieth day after the last day for receipt of the Proposal or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.03 Starting the Work

- A. Design/Builder shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.04 Before Starting the Work

- A. *Design/Builder's Review of Conceptual Documents:* Before undertaking the Work, Design/Builder shall carefully study and compare those Conceptual Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. Design/Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design/Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, Design/Builder shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Conceptual Documents unless Design/Builder knew thereof.

B. Preliminary Schedules: Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. A preliminary schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing each Submittal;
3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and
4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 *Initial Conference*

- A. Within twenty days after the Contract Times start to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.B, procedures for handling Submittals, processing Applications for Payment, maintaining required records, items required pursuant to Paragraph 8.01.A.6 and other matters.
- B. At the initial conference Owner and Design/Builder each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 *Initial Acceptance of Schedules*

- A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with Paragraph 2.04.B. Design/Builder shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design/Builder until the acceptable schedules are submitted to Owner.
 1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for

sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.

2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required Submittals.
3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents including but not limited to the Conceptual Documents, the Drawings, and the Specifications to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Design/Builder will furnish or perform all labor, documentation, services, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called, for at no additional cost to Owner.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws or Regulations.
 1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Resolving Discrepancies

- A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Conceptual Documents will control except when Owner has approved a Submittal pursuant to Paragraph 6.17.B.
- B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
1. Owner's approval of required Submittals (pursuant to Paragraph 6.17.B);
 2. A Work Change Directive;
 3. A Change Order;
 4. A Field Order.

3.05 *Reuse of Documents*

- A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement are for Design/Builder's own use, and Design/Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design/Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design/Builder and Owner shall indemnify and hold harmless Design/Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design/Builder to further compensation at rates to be agreed upon by Owner and Design/Builder.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner to Design/Builder or Design/Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or

other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Design/Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design/Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design/Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing the Site, Design/Builder may make a Claim therefor as provided in Article 9.
- B. Upon reasonable written request, Owner shall furnish Design/Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws or Regulations.
- C. Design/Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Differing Site Conditions

- A. Design/Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

- B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 9.
- C. No request by Design/Builder for an equitable adjustment under Paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that the time prescribed in 9.03.A for giving written notice may be extended by Owner.
- D. The provisions of this Paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.03 *Reference Points*

- A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to Paragraph 8.01.A.6.e, and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Hazardous Environmental Condition at Site*

- A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible.
- B. If Design/Builder encounters a Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.
- C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefor as provided in Article 9.

- D. If after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- E. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work, and (iii) was not created by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.E shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- F. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultant and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.F shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment and Other Bonds*

- A. Design/Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder shall also furnish such other Bonds as are required by the Contract Documents.
- B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All

Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any Bond furnished by Design/Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B and 5.02, Design/Builder shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Design/Builder shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Design/Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design/Builder is required to purchase and maintain.
- B. Owner shall deliver to Design/Builder, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Design/Builder or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Design/Builder's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Design/Builder's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design/Builder.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Design/Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 *Design/Builder's Insurance*

- A. Design/Builder shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design/Builder's performance of the Work and Design/Builder's other obligations

under the Contract Documents, whether it is to be performed by Design/Builder, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
2. Claims based on the provision of professional services, including but not limited to the design services performed by Design/Builder, to be insured under a professional liability insurance policy or endorsement;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design/Builder, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by paragraph 5.04.A shall:

1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds Owner and Owner's Consultants and any other persons or entities indicated in the Supplementary Conditions (subject to any customary exclusion in respect of professional liability), all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, and employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. Include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. Include contractual liability insurance covering Design/Builder's indemnity obligations under Paragraphs 6.11 and 6.21;
4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has

been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Design/Builder pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Design/Builder may be correcting, removing or replacing defective Construction in accordance with Paragraphs 12.06 and 12.07; and
7. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Design/Builder shall furnish Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Design/Builder under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Construction at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws or Regulations). This insurance will:
 1. Include the interests of Owner, Owner's Consultant, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Construction, temporary buildings, falsework, and all materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Construction, provided that such materials and equipment have been included in an Application for Payment approved by Owner;
5. Allow for partial utilization by Owner of the Work;
6. Include testing and start-up; and
7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Design/Builder with thirty days' written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of Owner, Owner's Consultants, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Design/Builder and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Design/Builder, Subcontractors, Suppliers, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Design/Builder, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Design/Builder requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Design/Builder by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Design/Builder whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Design/Builder intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Owner's Consultant, Design/Builder, Subcontractors, Suppliers, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Design/Builder waive

all rights against each other and their respective officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Consultant, Subcontractors, Suppliers, and all other individuals or entities identified in the Supplementary Conditions as insureds or loss payees under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Design/Builder, Subcontractors, and Suppliers and the officers, directors, members, employees and agents of any of them for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and
2. Loss or damage to the completed Project or any part thereof caused by, arising out of, or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 13.06, after Substantial Completion pursuant to Paragraph 13.05, or after final payment pursuant to Paragraph 13.08.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Design/Builder, Subcontractors, Owner's Consultant, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Construction shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Design/Builder has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by Paragraph 2.04.C. Owner and Design/Builder shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was supposed to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurance*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES

6.01 Design Professional Services

A. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design/Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality.

B. *Preliminary Design Phase:* After the Contract Times commence to run, Design/Builder shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;
2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services of the types provided in Paragraph 8.01.A.6.a-g and assist Owner in obtaining such reports, data, or services;
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;

4. Obtain such additional geotechnical and related information which it deems necessary for performance of the Work;
5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
6. Furnish the preliminary design documents to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and
7. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B.

C. Final Design Phase:

After written acceptance by Owner of the preliminary design phase documents Design/Builder shall:

1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);
2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;
3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and
4. Identify any deviations from other Contract Documents in accordance with Paragraph 6.17.B.

6.02 Supervision and Superintendence of Construction

- A. Design/Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.
- B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.03 Labor, Working Hours

- A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design/Builder will not permit overtime work or the performance of Construction on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld).

6.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified by Owner, or in the Drawings or Specifications, or if not specified shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design/Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 Progress Schedule

- A. Design/Builder shall adhere to the progress schedule established in accordance with Paragraph 2.06.A as it may be adjusted from time to time as provided below:
 - 1. Design/Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 11.02. Such adjustments may only be made by a Change Order or .

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ

any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.

B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Design/Builder is responsible for Design/Builder's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity;
2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

C. Design/Builder shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers, and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Design/Builder.

D. Design/Builder shall require all Subcontractors, Suppliers, and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Design/Builder.

E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design/Builder and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Design/Builder will obtain the same.

6.07 Patent Fees and Royalties

A. Design/Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Conceptual Documents.

- B. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device except those required by the Conceptual Documents.
- C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder and its officers, directors, members, partners, employees or agents, Subcontractors and Suppliers from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Conceptual Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.08 Permits

- A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Owner shall assist Design/Builder, when necessary, in obtaining such permits, licenses and approvals. Design/Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all charges of utility owners for connections for providing permanent service to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

6.09 Laws or Regulations

- A. Design/Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.
- B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations not known on the Effective Date having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas.

1. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of Work, Design/Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction.

B. *Removal of Debris:* During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning:* Prior to Substantial Completion, Design/Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design/Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Design/Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design/Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and Work Change Directives in good

order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals will be delivered to Owner.

6.13 Safety and Protection

- A. Design/Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design/Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Design/Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design/Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Design/Builder shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Design/Builder shall inform Owner of the specific requirements of Design/Builder's safety program with which Owner and its employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Design/Builder, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design/Builder.
- F. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with Paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Design/Builder shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals

A. Owner will review and approve Submittals in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.06.A. Owner's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Owner's review and approval of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

C. Construction prior to Owner's review and approval of any required Submittal will be at the sole risk of Design/Builder.

6.18 Continuing the Work

A. Design/Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design/Builder and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

A. Design/Builder shall:

1. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.
2. Assist Owner in training staff to operate and maintain the Work.
3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 Design/Builder's General Warranty and Guarantee

A. Design/Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.

B. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification or improper maintenance or operation by persons other than Design/Builder, Subcontractors, or Suppliers or any other individual for whom Design/Builder is responsible; or
2. normal wear and tear under normal usage.

C. Design/Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design/Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Submittal;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Construction by Owner.

6.21 Indemnification

A. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants, and the officers, members, directors, partners, employees,

agents, other consultants and subcontractors of each from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration- or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom) but only to the extent caused by any negligent act or omission of Design/Builder, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.

- B. In any and all claims against Owner, Owner's Consultant, or any of their respective consultants, agents, officers, members, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Design/Builder, any Subcontractor, any Supplier, any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design/Builder or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The indemnification obligations of Design/Builder under Paragraph 6.21.A shall not extend to the liability of Owner's Consultant, and their officers, directors, members, partners, employees, agents, other consultants, and subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 Related Work at Site

- A. Owner may perform other Work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. Written notice thereof will be given to Design/Builder prior to starting any such other work; and
 2. if Owner and Design/Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, Design/Builder may make a Claim therefor as provided in Article 9.
- B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work as reasonably

withheld. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design/Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
2. The specific matters to be covered by such authority and responsibility will be itemized; and
3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Design/Builder for the reasonable direct delay and disruption costs incurred by Design/Builder as a result of the other contractor's wrongful actions or inactions.

C. Design/Builder shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design/Builder's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General

A. Owner shall do the following in a timely manner so as not to delay the services of Design/Builder:

1. Provide such legal services as Owner may require with regard to legal issues pertaining to the Project including any that may be raised by Design/Builder;
2. If requested in writing by Design/Builder, furnish reasonable evidence satisfactory to Design/Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design/Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner;
3. Make payments to Design/Builder promptly when they are due as provided in Paragraph 13.03 and 13.08;
4. Furnish the Site as set forth in Paragraph 4.01.A;
5. Furnish to Design/Builder, as required for performance of Design/Builder's Services the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, topographic, and utility surveys;
 - c. Property descriptions;
 - d. Zoning, deed, and other land use restrictions;
 - e. Engineering surveys to establish reference points for design and construction which in Owner's judgment are necessary to enable Design/Builder to proceed with the Work;
 - f. Assistance to Design/Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;
 - g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and
 - h. Identify all reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings known to owner of physical conditions relating to existing surface or subsurface structures at the Site, and any information or data known to Owner concerning underground facilities at the Site.
6. Review Submittals subject to Owner review pursuant to Paragraph 6.17.A; and
7. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 Insurance

- A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.03 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in Paragraph 4.04.

8.05 Resident Project Representation

- A. Owner may furnish a Resident Project Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

8.06 Owner's Consultant

- A. Owner's Consultant, if any, has no duties, responsibilities, or authorities with respect to Design/Builder, unless so provided in the Supplementary Conditions.

8.07 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design/Builder's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. 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 Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

A. Design/Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Construction as provided in Paragraph 12.04.

9.03 Claims

A. *Notice:* If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to Paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefor. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

B. *Documentation:* Substantiating documentation shall be submitted by the claiming party within 30 days after delivery of the notice required by Paragraph 9.03.A.

C. *Decision:* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by Paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.

D. *Time Limit Extension:* The time limits of Paragraphs 9.03.B and 9.03.C may be extended by mutual agreement.

9.04 Execution of Change Orders

A. Owner and Design/Builder shall execute appropriate Change Orders covering:

1. Changes in the Work which are (i) ordered by Owner pursuant to Paragraph 9.01, (ii) required because of acceptance of defective Construction under Paragraph 12.08 or Owner's correction of defective Work under Paragraph 12.09 or (iii) agreed to by the parties; and
2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.

9.05 Notice to Sureties

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design/Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design/Builder unless Owner deposits funds with Design/Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design/Builder shall make provisions so that they may be obtained.
3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design/Builder's Cost of the Work and fee.

4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Subagreement.
5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
6. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design/Builder.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design/Builder is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Design/Builder, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. Cost of premiums for all Bonds and insurance Design/Builder is required by the Contract Documents to purchase and maintain.

B. Costs Excluded:

The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design/Builder whether at the Site or in Design/Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by the Design/Builder's fee.
2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.
3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's capital employed for the Work and charges against Design/Builder for delinquent payments.
4. Costs due to the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.

C. Design/Builder's Fee: When all the Work is performed on the basis of cost-plus, Design/Builder's fee shall be as set forth in the Agreement. When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design/Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:

1. The allowances include the cost to Design/Builder (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.03 Unit Prices

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design/Builder will be made by Owner.
- B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.
- C. Design/Builder or Owner may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:
1. the quantity of any item of Unit Price Work performed by Design/Builder differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Design/Builder believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes it is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

11.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with Paragraph 9.03.A.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.01.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).

C. *Design/Builder's Fee*: The Design/Builder's fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 10.01.A.3 10.01.A.4, 10.01.A.5 and 10.01.A.6, the Design/Builder's fee shall be five percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.1 and 11.01.C.2.a is that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor and Design/Builder will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. The amount of credit to be allowed by Design/Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design/Builder's fee by an amount equal to five percent of such net decrease; and
 - e. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.01.C.2.a through 11.01.C.2.d, inclusive.

11.02 Change of Contract Times

- A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to Paragraph 9.03.A.
- B. *Delays Beyond Design/Builder's Control:* Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- C. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.
- D. If Design/Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design/Builder, then Design/Builder shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Design/Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design/Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.C.
- E. Owner and Owner's Consultant shall not be liable to Design/Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design/Builder on or in connection with any other project or anticipated project.
- F. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

12.01 Notice of Defects

- A. Owner shall give Design/Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

- A. Owner, Owner's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections

- A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/ Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.
- B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.
- C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation.
- D. Uncovering Construction as provided in Paragraph 13.03.E 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.

12.04 Uncovering Construction

- A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.
- B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be

entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design/Builder may make a Claim therefor as provided in Article 9.

12.05 Owner May Stop Construction

A. If Construction is defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party.

12.06 Correction or Removal of Defective Construction

A. Owner will have authority to disapprove or reject defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 Correction Period

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.
- C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Construction

- A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. Design/Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

12.09 Owner May Correct Defective Construction

- A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction as required by Owner in accordance with Paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design/Builder, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 12.09 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's Consultant, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price.

If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9.

- D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 12.09.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

13.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.06.A will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 Application for Progress Payment

- A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- B. Beginning with the second Application for Payment, each Application shall include an affidavit of Design/Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Applications for Payment.
- C. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.03 Progress Payments

- A. *Procedure:* Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:
1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by Owner to Design/Builder.

2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that he will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.
3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.
4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged requiring correction or replacement; or
2. the Contract Price has been reduced by Change Order; or
3. Owner has been required to correct defective Construction or complete Work in accordance with Paragraph 12.09.A; or
4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.A.; or
5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or
6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
7. There are other items entitling Owner to a set off against the amount for which application is made.

C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto agreed to when Design/Builder remedies the reason for such action.

- D. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

13.04 Design/Builder's Warranty of Title

- A. Design/Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 Substantial Completion

- A. When Design/Builder considers the Work ready for its intended use Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.
- B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/ Builder's performance of the remainder of the Construction, subject to the following:
1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.
 2. Design/Builder at any time may notify Owner in writing that Design/Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 Final Inspection

- A. Upon written notice from Design/Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design/Builder and will notify Design/Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design/Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in Paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.
3. In lieu of such releases or waivers of Liens specified in Paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

- B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, give written notice to

Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.

C. *Payment Becomes Due:* Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

13.09 Final Completion Delayed

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for Payment, 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 to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.01.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Design/Builder to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

13.10 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Design/Builder, except Claims arising from unsettled Liens, from defective Construction appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design/Builder's continuing obligations under the Contract Documents; and
2. A waiver of all Claims by Design/Builder against Owner other than those previously made in writing and still unsettled.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design/Builder which will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

14.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design/Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.06.A as adjusted from time to time pursuant to Paragraph 6.05).
2. Design/Builder's disregard of Laws or Regulations of any public body having jurisdiction.
3. Design/Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design/Builder (and the surety, if any) seven days' written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding Paragraph 14.02.B, Design/ Builder's services will not be terminated if Design/Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability.

14.03 Owner May Terminate for Convenience

A. Upon seven days' written notice to Design/Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. Amounts paid in settlement of terminated contracts with Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with termination of contracts with Subcontractors, Suppliers and others); and
4. Reasonable expenses directly attributable to termination.

B. Except as provided in Paragraph 14.03.C, Design/Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14.04 Design/Builder May Stop Work or Terminate

A. If, through no act or fault of Design/Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Design/Builder any sum finally determined to be due, then Design/Builder may, upon seven days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in Paragraph 14.03.A. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design/Builder any sum finally determined to be due, Design/Builder may upon seven days' written notice to Owner stop the Work until payment is made of all such amounts due Design/Builder, including interest thereon. The provisions of this Paragraph 14.04.A are not intended to preclude Design/Builder from making Claim under Article 9 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design/Builder's stopping Work as permitted by this paragraph.

ARTICLE 15 – DISPUTE RESOLUTION

15.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no such method and procedure has been set forth, Owner and Design/Builder may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 16 – MISCELLANEOUS

16.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.02 Computation of Times

- A. When any period of time is referred to in the Contract 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 on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or
2. any special warranty or guarantee; or
3. other provisions of the Contract Documents.

- B. The provisions of Paragraph 16.03.A will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.04 Survival of Obligations

- A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

16.05 Controlling Law

- A. The Contract Documents will be construed in accordance with the law of the place of the Project.

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2009 edition)(hereinafter “SGC”) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SGC-2.01 Amend paragraph 2.01.A. of the SGC to add a second sentence to read as follows:

Designer/Builder shall comply will all conditions and obligations required by law governing any bonds.

SCG-2.02 Delete paragraph 2.02.A. of the SGC in its entirety and insert the following in its place:

The Contract Times will commence to run when a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time after the Effective Date of the Agreement. Owner agrees to furnish in a timely manner project review and submittal approvals to Design/Builder in order for Design/Builder to continue its schedule within the Contract Times.

SGC-2.04 Delete paragraphs 2.05 and 2.06 of the SGC in their entirety.

SGC-3.05 Delete paragraph 3.05.A. of the SGC in its entirety and insert the following in its place:

All documents generated by Design/Builder pursuant to the terms of this Agreement shall be non-proprietary to Design/Builder, shall be the property of the CITY, and shall be subject to the Public Records Law of the State of Florida. For purposes of this agreement, “documents” shall have the same meaning as the term “public records” contained in §119.011(12), Florida Statutes. The City shall provide Design/Builder with an irrevocable license to use all documents created pursuant to the Agreement including the intellectual property contained therein. Design/Builder shall have the right to recreate any of the features in the documents including the intellectual property contained therein on any other park in the future. The irrevocable license may not be terminated by the City and shall survive termination of the Agreement. If any other language in the Agreement conflicts with or is inconsistent with this language in paragraph 3.05, the language in this paragraph shall be controlling.

SGC-3.07 Add new paragraph 3.07 to comply with 119.0701, Florida Statutes, as follows:

IF THE DESIGN/BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN/BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-773-4407, CITYCLERK@SATELLITEBEACH.ORG, 565 CASSIA BOULEVARD, SATELLITE BEACH, FLORIDA 32937.

With respect to any documents generated by Design/Builder pursuant to this agreement, those documents shall be non-proprietary to Design/Builder in accordance with 3.05, above, and Design/Builder shall comply with public records laws, and, upon request from Owner's Custodian of Public Records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S.

SGC-4.01 Delete paragraph 4.01B and 4.01C of the SGC in their entirety and insert the following in its place.

- B. There shall be no liens or encumbrances permitted against the site. Design/Builder shall provide a combination payment and performance bond as required in the RFP documents, and shall comply with all requirements of any law governing such bond.
- C. Design /Builder shall provide a suitable staging area for Design/Builder's equipment and Design/Builder shall restore the staging area to its original condition.

SGC-4.04 Delete the second sentence of paragraph 4.04.A. of the SGC.

SCG-4.04 Amend the first sentence of paragraph 4.04.B. of the SGC as follows:

- B. If Design/Builder encounters a Hazardous Environmental Condition not identified in the Contract Documents, as noted in Paragraph 4.04.A.,

SCG-4.04 Amend 4.04.E. of the SGC by deleting the phrase "all court or arbitration or other dispute resolution costs" and replacing it with the phrase "all court or other dispute resolution costs."

SCG-4.04 Delete paragraph 4.04.F. of the SCG in its entirety and insert the following:

F. Design/Builder warrants and represents to Owner that:

1. As it pertains solely to work performed by Design/Builder and excluding any pre-existing hazardous materials, substances, wastes, or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Site or used in connection therewith, the Site will, at all times during the period Design/Builder is performing the Work, be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 U.S.C. 9601, et seq., and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613; and
2. (a) As of the Effective Date, Design/Builder is unaware as to whether there are any hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Site or used in connection therewith; and

(b) Design/Builder has fully disclosed to Owner, in writing, the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which Design/Builder is legally authorized and empowered to maintain on, in or under the Site or use in connection therewith, and Design/Builder has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such license, permits and approvals.

As used herein, the term "hazardous waste" means any hazardous or toxic substance, material or waste, including, but not limited to, (i) those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR s.172.101) or by the United States Environmental Protection Agency as hazardous substances, (ii) petroleum and petroleum products, extremely flammable materials, explosives and radioactive materials, and (iii) such substances, materials and wastes, the transportation, storage, treatment or disposal of which is or becomes regulated under any applicable federal, state or local statute, ordinance or regulation. As used herein, the term "contamination" means any spill, leaking, discharge, emission, disposal or other release of hazardous materials from the premises.

Design/Builder shall not cause or permit any hazardous

material to be brought upon, kept or used in or about the premises without the prior written consent of Owner, which consent shall not be unreasonably withheld, provided Design/Builder demonstrates to Owner's reasonable satisfaction that such hazardous material is necessary or useful to Design/Builder's Work and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous material brought upon the premises.

Design/Builder shall notify Owner immediately upon learning (i) that any duty of Design/Builder described in this Paragraph has been violated, (ii) that there has been a release, discharge or disposal of any hazardous material or a contamination by Design/Builder on any part of the premises, (iii) that asbestos, radon gas or urea formaldehyde has been detected in or on the Site, or (iv) that Design/Builder, any person claiming by, through or under Design/Builder, or the premises is the subject of any third party claim or action because of any environmental condition in or originating from the premises. Design/Builder shall immediately provide Owner with copies of all correspondence to or from third parties regarding such claims or actions or regarding environmental conditions in or originating from Design/Builder's, or any person claiming by, under or through Design/Builder's, Work on the premises .

Design/Builder further warrants and represents that it will promptly notify Owner of any change in the nature or extent of any hazardous materials, substances or wastes maintained by Design/Builder on, in or under the premises or used in connection therewith by Design/Builder, and will transmit to Owner copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the premises.

Owner and any authorized representative shall have the right, but not the duty, to inspect the premises, including taking samples and performing tests, at any time to determine whether Design/Builder is in compliance with the terms of this Agreement. If Design/Builder is not in compliance with the terms of this Agreement, Owner shall have the right to immediately enter the Site to investigate and remedy at Design/Builder's expense any contamination or condition caused by Design/Builder or any person claiming by, under or through Design/Builder, or is at the Site with the consent of Design/Builder, notwithstanding any provision of this Agreement to the contrary, during which time Owner may withhold payments due under this Agreement. Owner shall use reasonable efforts to minimize interference with Design/Builder's Work, but shall not be liable for any damages caused by the exercise of Owner's rights under this Paragraph. Any default under this Paragraph shall be a default under this

Agreement.

In the event Design/Builder encounters any pre-existing hazardous materials, substances, wastes, or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Site or used in connection therewith, Design/Builder shall be entitled to an equitable adjustment to its contract time and contract price resulting from any delays or additional costs incurred related thereto.

Design/Builder shall indemnify and hold Owner harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorney, consultant or expert fees and expenses, including for any administrative and appellate proceedings) of every kind and nature suffered by or asserted against Owner as a direct or indirect result of any warranty or representation made by Design/Builder in this paragraph being false or untrue in any material respect to any requirement under any law, regulation or ordinance, local, state or federal, or which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Owner, Design/Builder or any transferee of Owner.

Design/Builder's obligations hereunder shall not be limited to any extent by the terms of this Agreement, and, as to any act or occurrence prior to termination of this Agreement which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding termination of this Agreement for any reason. Design/Builder's obligations and liabilities under this Paragraph shall also survive any sale, conveyance, transfer, assignment or other disposition of both the Site and the property of which the Site forms a part.

SGC-5.01 Delete paragraphs 5.01.A. and 5.01.B. of the SGC in their entirety and insert the following in their place.

- A. Design/Builder shall pay owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings that the owner sustains due to default by Design/Builder. Design/Builder shall furnish a combination payment and performance bond in an amount equal to the amount specified in the contract documents as security for the faithful performance and payment of all Design/Builder's obligation under the contract documents. The bond shall remain in effect until final payment or until completion of the correction period as specified in paragraph 12.07, whichever is later, except as provided otherwise by laws and regulations or

by the Contract Documents. Design/Builder shall also furnish such other bonds as are required by the Contract Documents.

- B. The bonds shall be in a form prescribed by the owner except as provided otherwise by laws or regulations, and shall be executed by an entity authorized to do business in the State of Florida, who if deemed appropriate by Owner, shall authorize presentment at a location in the State of Florida.

SGC-5.03 Delete paragraph 5.03.B of the SGC in its entirety.

SGC-5.04 Delete paragraph 5.04 of the SGC in its entirety and insert the following:

Design/Builder shall not occupy the Site or commence Work until it has obtained all insurance required by this Agreement, and such insurance coverage has been approved by the City Manager. All such policies shall be issued by companies licensed by the State of Florida Insurance commissioner or to do insurance business for the type of policy issued pursuant to this Agreement in Florida and rated by Best's Insurance Reports or Best's Key Rating Guide or any successor publication of comparable standing as determined by the Owner and carrying a rating of A+ or better with a financial quality of at least VII or better or the then equivalent of such rating. Insurance required by this Agreement shall be continuously maintained by the Contractor with current copies of all policies and active and effective copies of all declaration pages being maintained in the offices of Owner.

The following insurance is required of Design/Builder under this Agreement:

A. WORKERS' COMPENSATION INSURANCE

Design/Builder shall provide and maintain during the life of this Agreement, at its own expense, Workers' Compensation Insurance required by law for all employees who are employed by it in furtherance of its obligations under this Agreement, as well as employees of any contractor, subcontractor, or sub-subcontractor that are not covered by any such person's worker's compensation insurance.

B. FIRE INSURANCE, EXTENDED COVERAGE, VANDALISM, MALICIOUS MISCHIEF AND SPECIAL EXTENDED COVERAGE

Design/Builder shall provide and maintain during the life of this Agreement, at its own expense, fire insurance, extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement and/or repair of all decorations and improvements located at the skate park, as well as coverage adequate to cover the cost of replacement of all fixtures and contents of any other improvements to and located on the property;

C. PUBLIC LIABILITY INSURANCE

Design/Builder shall provide and maintain during the life of this Agreement, at its own expense, public liability insurance on an occurrence basis, with minimum limits of liability in an amount of Five Hundred Thousand (\$500,000.00) Dollars for bodily injury, personal injury or death to any one person, and One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to more than one person/general aggregate, and Five Hundred Thousand (\$500,000.00) Dollars with respect to damage to property.

D. AUTOMOBILE LIABILITY INSURANCE

To the extent not otherwise expressly provided by other required insurance, Design/Builder shall provide and maintain during the life of this Agreement, at its own expense, Automobile Liability Insurance which shall insure claims for damages, at the same limits as public liability insurance provided above, because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Design/Builder, its employees or contractors, or in any way connected with the service or Work which is the subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles.

E. PROFESSIONAL LIABILITY.

Design/Builder shall provide and maintain professional liability insurance during the life of this Agreement, at its expense, in the minimum coverage amounts set forth in subparagraph C., above, for any and all damages alleged to be as a result of errors, omissions or negligent acts related to design and engineering services provided by Design/Builder or any person performing such services related in any way to the Work for Design/Builder.

In addition, for all liability policies, coverage will be provided on an Occurrence or Claims Made Form/basis with a retroactive date equal to at least the effective date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

F. PROOF OF INSURANCE

Design/Builder shall furnish the City Manager, prior to the start of any Work, satisfactory proof of carriage of the insurance required with a copy of the insurance policy with a completed and effective declaration page with an insurance company satisfactory and acceptable to the Owner. Certificates of insurance are not acceptable proof of insurance coverage. Insurance required by this Agreement shall be continuously maintained by Design/Builder, and all subcontractors and sub-subcontractors, if any, with current copies of all policies and active and effective copies of all declaration pages being maintained in the offices of the Owner. No policy is acceptable to the City which can be canceled by the insurer in

less than forty-five (45) days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the City, each insurance certificate or policy shall contain a clause substantially as follows:

"The policies referred to herein cannot be canceled or non-renewed by the insurer in less than sixty (60) days after the insured has received written notice of such cancellation or non-renewal, and equal notification is made to the City of Satellite Beach."

In the event Design/Builder should fail for any reason to procure or maintain insurance coverage at the minimum amounts required herein or otherwise consistent with this Agreement, the Owner, at Owner's sole discretion, may secure insurance coverage at the Design/Builder's expense, or may declare the Design/Builder in default. Design/Builder shall reimburse Owner for the cost of such insurance coverage secured by Owner within thirty (30) days of Design/Builder's receipt of an invoice from Owner for such insurance coverage. Design/Builder shall be responsible for the payment of any applicable deductibles set out in the insurance policy secured by Owner. Any bill for insurance by Owner, which if not paid within said thirty (30) day time period shall bear interest at the highest rate allowed by law on the amount so paid by Owner. Owner also reserves the right to withhold from any progress payments to the Design/Builder any amounts due Owner for securing such insurance.

ALL POLICIES, EXCEPT WORKERS' COMPENSATION POLICIES, SHALL NAME OWNER AS AN ADDITIONAL INSURED, AND SHALL NOT EXCLUDE ANY ACTIVITY THAT WOULD NORMALLY BE ASSOCIATED WITH A PERSON IN DESIGN/BUILDER'S POSITION IN PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT.

Any insurance required by this Agreement shall include contractual liability insurance covering Design/Builder's indemnity obligations under Paragraphs 6.11 and 6.21, and shall include completed operations coverage to remain in effect for two years after final payment.

SGC-5.06 Delete paragraph 5.06 of the SGC in its entirety.

SGC-5.07 Delete paragraph 5.07 of the SGC in its entirety.

SGC-6.02 Amend paragraph 6.02.A. of the SGC to include the following to appear as the last sentence:

Further, Design/Builder shall ensure that Construction complies with the provisions of all applicable local, state and federal laws affecting Construction.

- SGC-6.06 Modify paragraph 6.06.A. of the SGC to include:
- A. Design/Builder shall provide written notice to Owner fifteen (15) days prior to the effective date of the agreement, a list of all subcontractors or other individuals or entities Design/Builder anticipates using on the project to furnish or perform any work, together with all required certificates of insurance showing the City as an additional insured. A subcontractor, or other individuals or entities Design/Builder anticipates using on the project to furnish or perform any work not objected to in writing by Owner prior to execution of the agreement shall be deemed acceptable to Owner.
- SCG-6.07 Amend 6.07.B. and 6.07.C. of the SGC by deleting the phrase “all court or arbitration or other dispute resolution costs” and replacing it with the phrase “all court or other dispute resolution costs.
- SCG-6.09 Amend 6.09.B. of the SGC by deleting the phrase “all court or arbitration or other dispute resolution costs” and replacing it with the phrase “all court or other dispute resolution costs.
- SC-6.09 Add the following immediately after paragraph 6.09.C. of the SGC:
- D. By execution of the contract documents, Design/Builder assures and certifies that it will comply with Title IV of the Civil Rights Act of 1964 (PL88-352) as amended and, in accordance with the Act, shall not discriminate against any individual’s race, color, creed, sex, national origin, age, handicap, or marital status with respect to any activity occurring during work on the project.
- SCG-6.11 Amend 6.11.A.2. and 6.11.A.3. of the SGC by deleting the phrase “all court or arbitration or other dispute resolution costs” and replacing it with the phrase “all court or other dispute resolution costs.
- SGC-6.20 Add a second sentence to paragraph 6.20.A. of the SGC to read as follows:
- Design/Builder further warrants that the Work will be free from material defects in workmanship and materials for a period of one (1) year following the date Design/Builder receives Final Payment under this Agreement.
- SGC-6.21 Delete paragraph 6.21.A. of the SGC in its entirety and insert the following:
- A. Design/Builder shall indemnify, defend and hold harmless Owner, its elected and appointed officials, officers, employees, agents, representatives, volunteers and independent contractors, both in their official and individual/personal capacities, and their respective sureties,

insurers, successors, assigns and legal representatives, from and against any and all claims, actions, liabilities, causes of action, demands, penalties, fines, fees, judgments, damages, losses, and expenses, including any regulatory actions (whether or not a lawsuit or administrative proceeding is filed), including but not limited to costs, expenses, attorneys' and paralegals' fees, expert witness fees, and any other court, regulatory and witness fees (whether in litigation, regulatory proceeding or appeal or as a part of settlement negotiations), arising out of, in connection with or resulting from any actions by the Design/ Builder regarding its performance or lack of performance of the Work and its duties and obligations under this Agreement; provided that the claim, action, liability, cause of action, demand, penalty, fine, fee, judgment, damage, loss and expense is caused in whole or in part by any negligent act or omission or intentional act or omission of Design/Builder or anyone directly or indirectly employed or contracted by Design/Builder or anyone for whose acts it may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Design/Builder shall not have to indemnify and hold harmless Owner if such claim, damage, loss and expense is the result of the sole negligence or an act of intentional misconduct of Owner or of anyone employed by Owner.

Owner reserves the right to select its own attorneys and paralegals to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Design/Builder under this indemnification agreement, the cost and fees or which shall be timely and promptly paid for by Design/Builder. Nothing contained herein is intended to nor shall it be construed to waive Owner's rights and immunities under the common law, the U.S. or Florida Constitution, or §768.28 Florida Statutes, as amended from time to time. Design/Builder agrees that this Agreement shall not be construed to be an agreement subject to §§725.06 or 725.08, Florida Statutes, and Design/Builder hereby waives any such claim in the event of an action to enforce this contract agreement and this section hereof.

This section shall be in addition to and separate from any insurance provided for by or pursuant to this Agreement. This section relating to indemnification shall survive the termination of this contract agreement. In the event of a conflict between this paragraph and other provisions of the contract documents, this paragraph shall control.

SGC-6.21 Delete paragraph 6.21.C. of the SGC in its entirety.

SGC-7.01 Delete paragraph 7.01.B. of the SGC in its entirety and insert the following in its place:

Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall integrate with such other work as reasonably withheld. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design/Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

- SGC-8.02 Delete 8.02 of SGC in its entirety.
- SGC-10.01 Delete paragraph 10.01 of the SGC in its entirety.
- SGC-10.02 Delete paragraph 10.02B of the SGC in its entirety
- SCG-11.02 Amend 11.02.E. of the SGC by deleting the phrase "all court or arbitration or other dispute resolution costs" and replacing it with the phrase "all court or other dispute resolution costs."
- SGC-12.03 Change reference in Par. 12.03.D from 13.03.E to 12.03.C.
- SCG-12.04 Amend 12.04.B. of the SGC by deleting the phrase "all court or arbitration or other dispute resolution costs" and replacing it with the phrase "all court or other dispute resolution costs."
- SCG-12.07 Amend 12.07.A. of the SGC by deleting the phrase "all court or arbitration or other dispute resolution costs" and replacing it with the phrase "all court or other dispute resolution costs."
- SCG-12.08 Amend 12.08.A. of the SGC by deleting the phrase "all court or arbitration or other dispute resolution costs" and replacing it with the phrase "all court or other dispute resolution costs."
- SCG-12.09 Amend 12.09.C. of the SGC by deleting the phrase "all court or arbitration or other dispute resolution costs" and replacing it with the phrase "all court or other dispute resolution costs."

- SGC-13.01 Delete paragraph 13.01 of the SGC in its entirety.
- SGC-13.02 Delete paragraph 13.02 of the SGC in its entirety and insert the following in its place.
- Applications for payment shall be made in accordance with this Agreement.
- SGC-13.03 Delete paragraph 13.03 of the SGC in its entirety and insert the following in its place:
- All payments shall be made pursuant to the Florida Prompt Payment Act, Florida Statute 218.
- SCG-14.02 Amend 14.02.B. of the SGC by deleting the phrase “all court or arbitration or other dispute resolution costs” and replacing it with the phrase “all court or other dispute resolution costs.
- SGC-14.02.C. Add second sentence to paragraph 14.02.C. to read as follows:
- Notwithstanding the foregoing, Design/Builder’s services shall be immediately suspended in the event (i) any insurance policy(ies) required by this Agreement is/are cancelled, or (ii) any bond is suspended or terminated (iii) or any surety files bankruptcy or similar proceeding or any administrative proceeding is filed against such surety; and such suspension shall remain in effect until Owner either terminates this Agreement or Design/Builder causes the foregoing matters to be addressed to the satisfaction of Owner in compliance with the terms of this Agreement.
- SCG-14.03 Amend 14.03.A.3. of the SGC by deleting the phrase “all court or arbitration or other dispute resolution costs” and replacing it with the phrase “all court or other dispute resolution costs.
- SGC-15.01 Delete paragraph 15.01 of the General Conditions in its entirety and insert the following in its place.
- Disputes between Owner and Design/Builder shall be mediated only if and to the extent agreed to by the parties at the time each dispute arises. The Design/Builder shall carry on the work and maintain the progress schedule during any dispute, regardless of now resolved, unless otherwise mutually agreed in writing venue for any litigation, at law or equity, shall lie exclusively in the place of Brevard County, Florida. The contract documents or any provision or part there of shall be construed and interpreted, and any litigation arising therefrom, shall be governed by the laws of the State of Florida.

SGC-16.05

Delete paragraph 16.05 of the SGC in its entirety and insert the following in its place:

In the event of litigation (including any appeals) between the parties arising under this Agreement, the prevailing party shall be entitled to recover its costs and attorney's, paralegal and expert fees from the non-prevailing party. Venue for any action shall be in a court of competent jurisdiction in Brevard County, Florida.



CITY OF SATELLITE BEACH
FLORIDA

REQUEST FOR PROPOSALS (RFP)

SOLICITATION TITLE: CITY SKATE PARK IMPROVEMENTS

Solicitation Number:	<u>RFP No. 15/16 - 04</u>	Contact:	<u>Suzanne Sherman</u>
Response Due Date:	<u>April 19, 2016</u>	Pre-proposal Meeting:	<u>March 22, 2016</u>
Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>February 29, 2016</u>

Purpose / Description

REQUEST FOR PROPOSALS
No. 15/16-04
City of Satellite Beach, Florida

The City of Satellite Beach is seeking one qualified contractor to provide design, permitting, and construction services for renovations of the existing skate park facility.

Sealed proposals shall be delivered to the Office of the City Clerk located at 565 Cassia Blvd., Satellite Beach, FL 32937 no later than April 19, 2016 at 2:00 P.M. EST.

Solicitation Distribution

The City of Satellite Beach website is the official location used by the City for posting of solicitation documents, addendums, questions/answers and other related material. Vendors obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources.

The official City website is <http://www.satellitebeachfl.org/Pages/BidsandProposals.aspx>

Please contact Suzanne Sherman, Assistant City Manager at 321-773-4407 Ext. 225 or via email ssherman@satellitebeach.org for further clarification or questions regarding the RFP.

SECTION 1 – CITY BACKGROUND INFORMATION

Satellite Beach is a Florida municipality governed by an elected five-member City Council. The City provides a traditional mix of governmental services, including police and fire protection, the construction and maintenance of streets and infrastructure, stormwater, recreational activities, cultural events, planning, zoning, and administrative services. The City serves a population of approximately 10,322 residents.

The City owns and operates a public skate park at the City's Sports and Recreation Park located at 750 Jamaica Blvd. The skate park was constructed in 1998 and was the first skate park in Brevard County. Additional information and pictures of the facility can be found on the following website: <http://www.satellitebeachrecreation.org/Pages/SkatePark.aspx>. The City believes the skate park is outdated and would like to increase use of the facility by investing in upgrades and newer features. The City recently awarded a contract to a management company to outsource the management and operation of the park, including the creation of a pro shop on site and the development of new programs and events (the pro shop building will be the responsibility of the City in a separate project, however, responses to this RFP should include space for this building, estimated to be a 200 SF, 10'x20' site).

The City desires to engage the services of a qualified firm to provide design, permitting, and construction services for renovations of the existing **skate park** facility. The City's budget for this project is \$200,000.

SECTION 2 – SCOPE OF SERVICES

The scope of services will include but may not be limited to the following:

- Attendance at the Mandatory Pre-Proposal, the Community Ideas meeting, and the Skate Park Site Visit with the public to solicit suggestions for the proposed improvements.
- Design of improvements, including development of conceptual plan(s) for public review and comment in the RFP evaluation process, and final construction plans and specifications in conformance with applicable codes.
- Acquisition of applicable permits for the improvements, including: City Site Plan Permit, City Building Permit, St. Johns River Water Management District Environmental Resource (Stormwater) Permit, Florida Department of Environmental Protection National Pollutant Discharge Elimination System Construction Permit (other permits may be required).
- Construction of improvements per applicable jurisdictional requirements.

It is the City's intention to gather public input on this project and to include the public in decisions on design criteria. There will be a **Mandatory Pre-Proposal meeting on March 22, 2016**. This meeting will be held at **City Hall, 565 Cassia Boulevard, at 5:00 P.M.** with the City staff. The purpose of this meeting is to answer questions regarding the request for proposal, the community, and other technical questions relating to the proposers' responses to the RFP.

This meeting will be followed by a **Mandatory Community Ideas meeting with the public at 6:00 P.M. at the City's Civic Center (located adjacent to the City Hall)**. The purpose of this meeting is for the proposers to hear from the community regarding how they would like the skate park designed. This will be followed by a **Skate Park Site Visit at 7:30 P.M. (750 Jamaica Blvd)**. All proposers will be required to participate in all three (3) meetings on March 22, 2016. Based on the information gathered at this event, proposers are expected to include a conceptual design plan in their proposal document that will illustrate their responsiveness to the needs of the community.

The selected proposer shall have experience designing and building skate parks and skate park renovations in Florida. The proposer's team should be led by a Florida licensed general contractor or a building contractor with requisite licensing authority to design, permit and construct all improvements. In addition to satisfying licensing and insurance requirements, the proposer shall have completed a minimum of five skate park projects in Florida in

the last ten (10) years. The proposer's team should consist of at least a General or Building Contractor, Professional Civil Engineer, Professional Electrical Engineer, Professional Structural Engineer and Professional Surveyor all duly licensed in the State of Florida. Additional team members may be included as desired by the submitting firm.

The basis of design for the renovations includes the following:

- Relocation of entrance to east side of park
- Accommodations for a pro-shop/snack bar on east side of park
- Expansion and/or rehabilitation of existing skate park area
- Pedestrian connection and fence gate to adjoining soccer fields
- Other improvements that may develop from public input meeting(s)

Qualification packages may include multiple concepts of improvements for the City's consideration, and should include examples of prior completed projects that illustrate the proposer's design and construction abilities.

City record drawings for the original skate park construction and photography of the existing skate park are included as Exhibit A and Exhibit B, respectively, at the end of this document.

The proposer's compensation, basis for compensation and method of compensation for services performed must be clearly stated in the proposal.

A certified check or bank draft, payable to the City of Satellite Beach, Florida, or a satisfactory bid bond executed by the proposer and an acceptable surety, in an amount equal to five percent (5%) of the requested compensation, shall be submitted with each proposal.

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City with the Clerk of the Circuit Court, Brevard County, Florida and to enter into an agreement with the City of Satellite Beach.

Each proposer must provide proof of commercial general liability insurance coverage with limits of at least \$500,000 each occurrence/\$1,000,000 general aggregate. Proposer must also provide proof of professional liability insurance coverage to cover engineers and surveyors, with limits of at least \$500,000 each occurrence/\$1,000,000 general aggregate. Coverage must be purchased on either a project basis or an endorsement allocating an aggregate limit per project. Automobile liability insurance must also be provided with a minimum of \$500,000 combined single limit. The City shall be listed as a named insured on all policies of insurance and certificates.

SECTION 3 – Project Schedule

February 29, 2016	Release of RFP
March 22, 2016, 5:00 P.M.	Mandatory Pre-Proposal meeting (5:00 P.M., 565 Cassia Blvd, City Council Chamber); Mandatory Community Ideas meeting (6:00 P.M., 565 Cassia Blvd, City Civic Center); Skate Park Site Visit (7:30 P.M., 750 Jamaica Blvd)
March 31, 2016	Deadline for Questions and Requests for Information
April 5, 2016	City to Issue Final Addendum
April 19, 2016, 2:00 P.M.	Proposals Due
May 3, 2016	Public Meeting of Evaluation Committee
May 4-5, 2016	Vendor Presentations (if needed) and Final Public Meeting of Evaluation Committee
May 18, 2016	City Council Award
Early June 2016	Contract Signed/Approved by City Council
June – December 2016	Design, Permitting and Construction

SECTION 4 – Selection Criteria

- A. Proposals shall be reviewed and evaluated by the Evaluation Committee comprised of seven (7) members of the local skating community. Members of City staff including the City Engineer will also review proposals and provide consultation to the Evaluation Committee.
- B. The following criteria will be considered to evaluate proposals received, however, the Evaluation Committee may consider any other criteria it deems relevant with respect to the award of this RFP.
 1. **Qualifications/experience of firm (30 points):** Project team's experience and abilities, including information on past similar projects, and information on any sub-contractors. At least five (5) references must be provided for similar projects completed within Florida in the past ten years.
 2. **Responsiveness to RFP components/quality of proposal (50 points)**
 3. **Pricing (20 points)**

SECTION 5 – Proposal Submittal Information

- A. All responses to this RFP must be received no later than April 19, 2016 at 2:00 P.M. One (1) signed original, eleven (11) copies, and one (1) jump drive containing the proposal in PDF format, must be submitted in a sealed envelope and marked in the lower left-hand corner of the front of the envelope, "RFP No. 15/16-04, City Skate Park Improvements" and mailed or hand delivered to Office of the City Clerk, City of Satellite Beach, City Hall, 565 Cassia Boulevard, Satellite Beach, FL 32937.

Proposals must include, and be in a format as follows:

1. Title Page indicating "RFP No. 15/16-04 – Skate Park Improvements" and showing the date submitted, the name and address of the business or individual responding, and the name, address and telephone number for business or individual contact person.
2. Signed Letter of Transmittal, including express agreement to meet the specifications of this RFP, confirmation of planned participation in the Mandatory Pre-Proposal meeting, community ideas meeting, and skate park site visit, and a positive commitment to provide all services requested in this RFP.
3. Documentation addressing each of the points in the Request for Proposals, including pricing and references.
4. Addendum Receipt Acknowledgement (if applicable) for each addendum issued by the City.

B. Proposals must also include the following:

1. Certification of Drug-Free Workplace
2. Sworn Statement on Public Entity Crime
3. Statement of Non-Collusion
4. 5% Bid Bond or Payment
5. Certified copy of a certificate of liability insurance
6. Trench Safety Affidavit

Regarding the Trench Safety Affidavit, for proposals not requiring trenches greater than 5', proposers can sign and submit this form with the comment "N/A – NO trenches greater than 5' expected".

Proposals from firms who do not attend the Mandatory Pre-Proposal meeting will be returned unopened.

For information concerning procedures, contact Assistant City Manager Suzanne Sherman at 321-773-4407 Ext. 225 or via email: ssherman@satellitebeach.org. It is the respondent's responsibility to request clarification on any aspects of the bid prior to bidding.

Addendums to the bid will be faxed or e-mailed according to the information City Hall has on file for the bidder, and will also be posted to the City's website. It is the bidder's responsibility to ensure City Hall has the full name of your organization, complete address, name of the individual that addenda should be directed to, and the individual's telephone and fax number, and e-mail. It is the responsibility of each Respondent to verify that he/she has received all addenda issued before the proposals are due.

Note: The City of Satellite Beach, FL reserves the right to accept or reject any/all proposals

CITY OF SATELLITE BEACH
SUMMARY OF EXHIBITS (RFP No. 15/16-04)

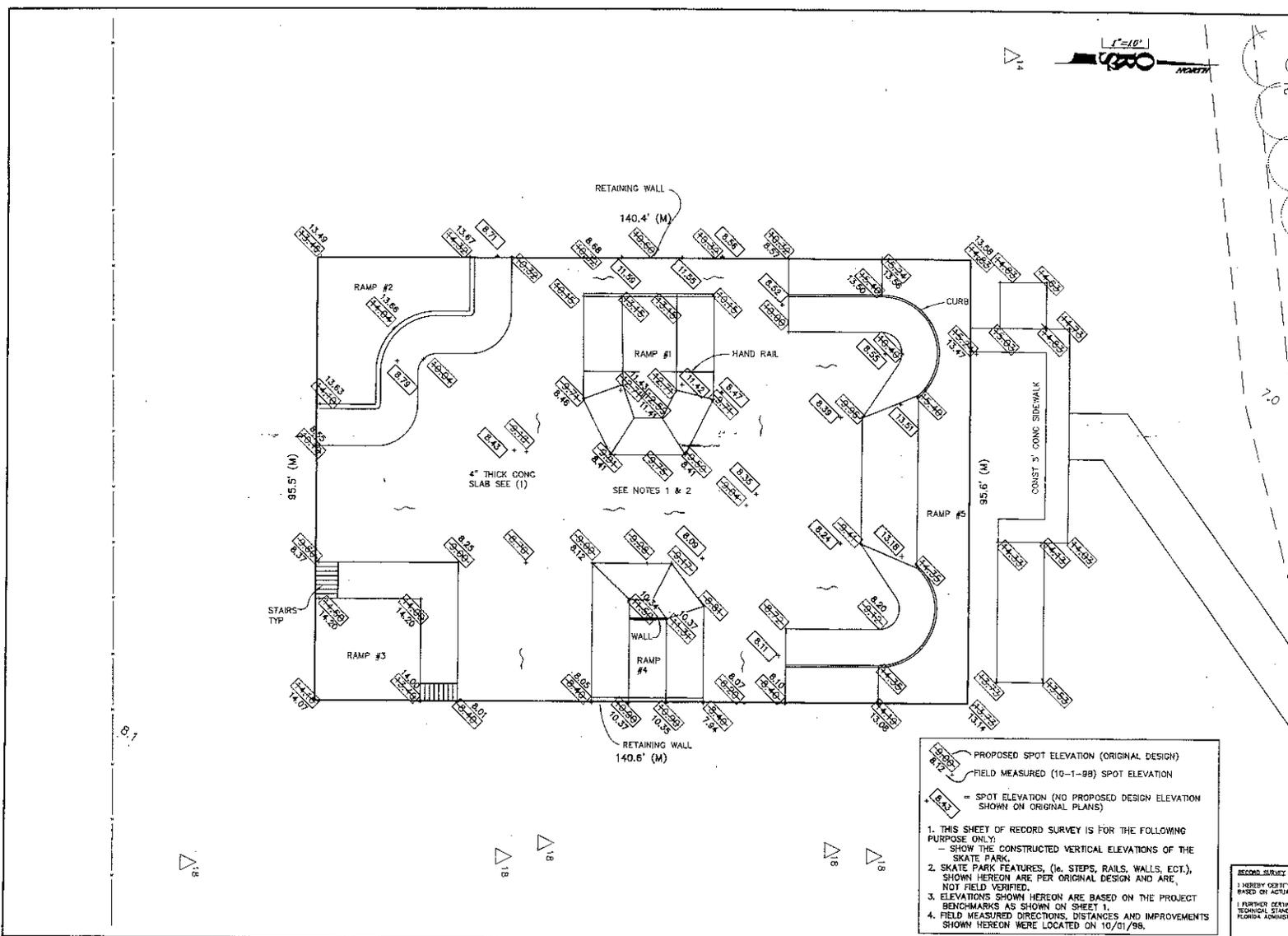
<u>Exhibit</u>	<u>Description</u>
A	City Record Drawings of Original Skate Park Construction
B	Photography of Existing Skate Park
C	Certification of Drug-Free Workplace
D	Sworn Statement on Public Entity Crime
E	Statement of Non-Collusion
F	Addendum Receipt Acknowledgement

PROJECT NO.	SHEET NO.
E100-2-43	2
19' 11/16" (FINAL) DEC 2	

- LEGEND:**
- = EXIST 6' CHAIN LINK FENCE
 - - - = PROP CHAIN LINK FENCE
 - = WATER LINE
 - = SPOT ELEVATION
 - △²⁰ = PALM TREE & SIZE (INCHES)
 - ¹⁰ = PINE TREE & SIZE (INCHES)
 - ⊕ = DRINKING FOUNTAIN
 - ☆ = LIGHT POLE
 - (M) = AS FIELD MEASURED

* DRINKING FOUNTAINS SHALL BE HAWES MODEL # 3482 OR APPROVED EQUAL.

- NOTES:**
1. THE SKATE RINK CONTRACTOR SHALL CONSTRUCT THE 4" CONCRETE SLAB, FOOTINGS, HANDRAILS, AND ALL OTHER WORK WITHIN THE 96' X 141' SKATE RINK.
 2. THE SITE CONTRACTOR SHALL FURNISH, INSTALL, AND COMPACT CLEAN FILL MATERIAL TO WITHIN 4" OF FINISHED ELEVATIONS AS SHOWN IN THE GRADING PLAN.



△¹⁰ PROPOSED SPOT ELEVATION (ORIGINAL DESIGN)
 △¹⁰ FIELD MEASURED (10-1-98) SPOT ELEVATION
 △¹⁰ SPOT ELEVATION (NO PROPOSED DESIGN ELEVATION SHOWN ON ORIGINAL PLANS)

1. THIS SHEET OF RECORD SURVEY IS FOR THE FOLLOWING PURPOSE ONLY:
 - SHOW THE CONSTRUCTED VERTICAL ELEVATIONS OF THE SKATE PARK.
2. SKATE PARK FEATURES, (i.e. STEPS, RAILS, WALLS, ECT.), SHOWN HEREON ARE PER ORIGINAL DESIGN AND ARE, NOT FIELD VERIFIED.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE PROJECT BENCHMARKS AS SHOWN ON SHEET 1.
4. FIELD MEASURED DIRECTIONS, DISTANCES AND IMPROVEMENTS SHOWN HEREON WERE LOCATED ON 10/01/98.

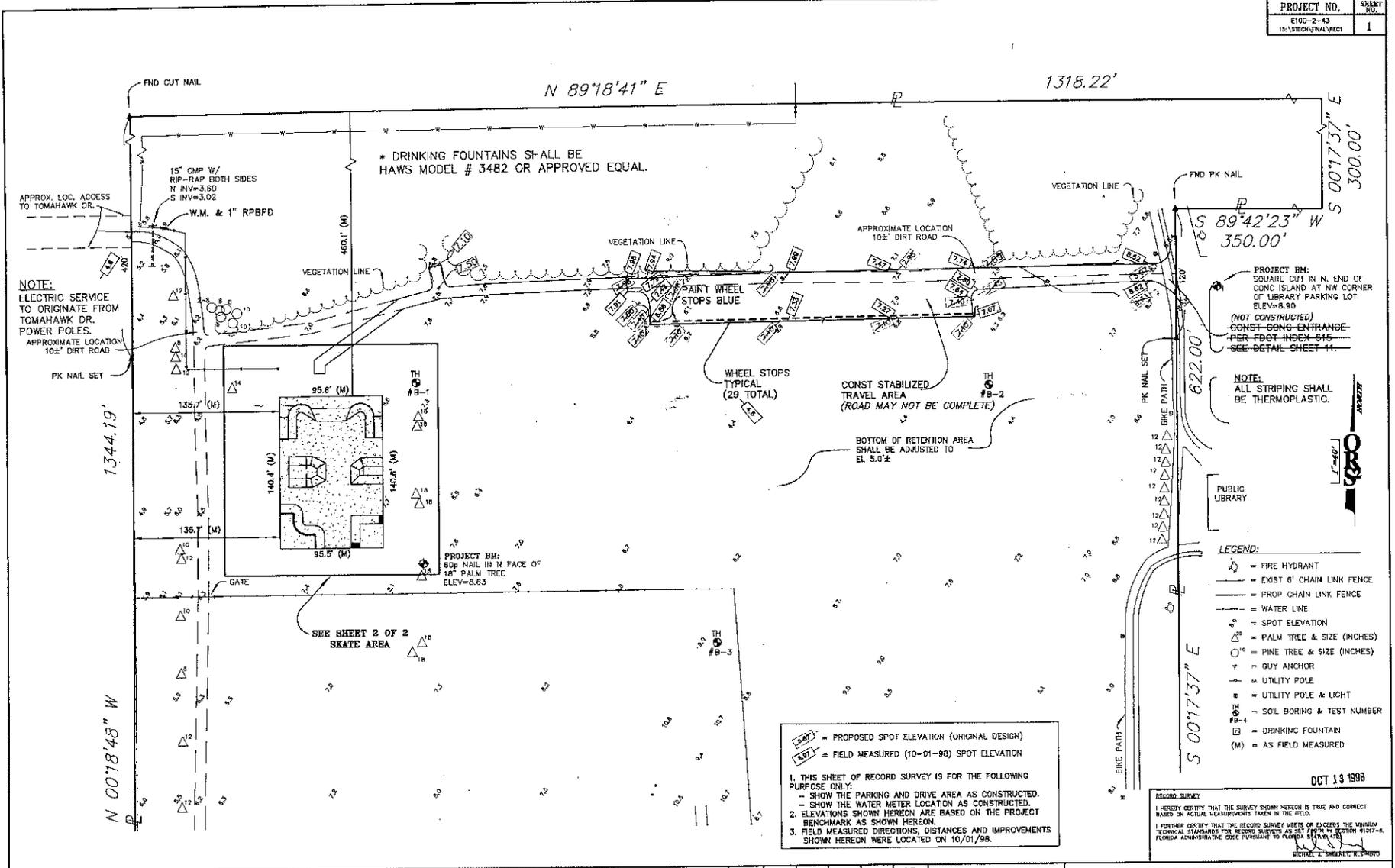
RECORD SURVEY

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT BASED ON ACTUAL MEASUREMENTS TAKEN IN THE FIELD.

I FURTHER CERTIFY THAT THE RECORD SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR RECORD SURVEYS AS SET FORTH IN SECTION 91011-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO FLORIDA STATUTE 910.02.

DATE: OCT 13 1998

REVISIONS				OUTLAW, RICE, SOYKA & SWEENEY, INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 1222 NORTH DANDY CITY BOULEVARD - MELBOURNE, FL 32956	NAME	DATE	DESC.	DATE	CITY OF SATELLITE BEACH FLORIDA	SPORTS AND RECREATION COMPLEX SKATE PARK RECORD SURVEY (SHEET 2 OF 2) SKATE AREA
DATE	BY	DESCRIPTION	DATE							



[Symbol] = PROPOSED SPOT ELEVATION (ORIGINAL DESIGN)
 [Symbol] = FIELD MEASURED (10-01-98) SPOT ELEVATION
 1. THIS SHEET OF RECORD SURVEY IS FOR THE FOLLOWING PURPOSE ONLY:
 - SHOW THE PARKING AND DRIVE AREA AS CONSTRUCTED.
 - SHOW THE WATER METER LOCATION AS CONSTRUCTED.
 2. ELEVATIONS SHOWN HEREON ARE BASED ON THE PROJECT BENCHMARK AS SHOWN HEREON.
 3. FIELD MEASURED DIRECTIONS, DISTANCES AND IMPROVEMENTS SHOWN HEREON WERE LOCATED ON 10/01/98.

RECORD SURVEY
 I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT BASED ON ACTUAL MEASUREMENTS TAKEN IN THE FIELD.
 I FURTHER CERTIFY THAT THE RECORD SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR RECORD SURVEYS AS SET FORTH IN SECTION 91077-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 90.01.
 MICHAEL J. SWERNEY, RES-1070

REVISIONS			
DATE	BY	DESCRIPTION	DATE

OUTLAW, RICE, SOYKA & SWERNEY, INC.
 CONSULTING ENGINEERS + PLANNERS + SURVEYORS
 1222 VIKING BLVD. SUITE 100 WILMINGTON, FL 32555

DATE	NAME	DATE	DATE

CITY OF SATELLITE BEACH
 FLORIDA

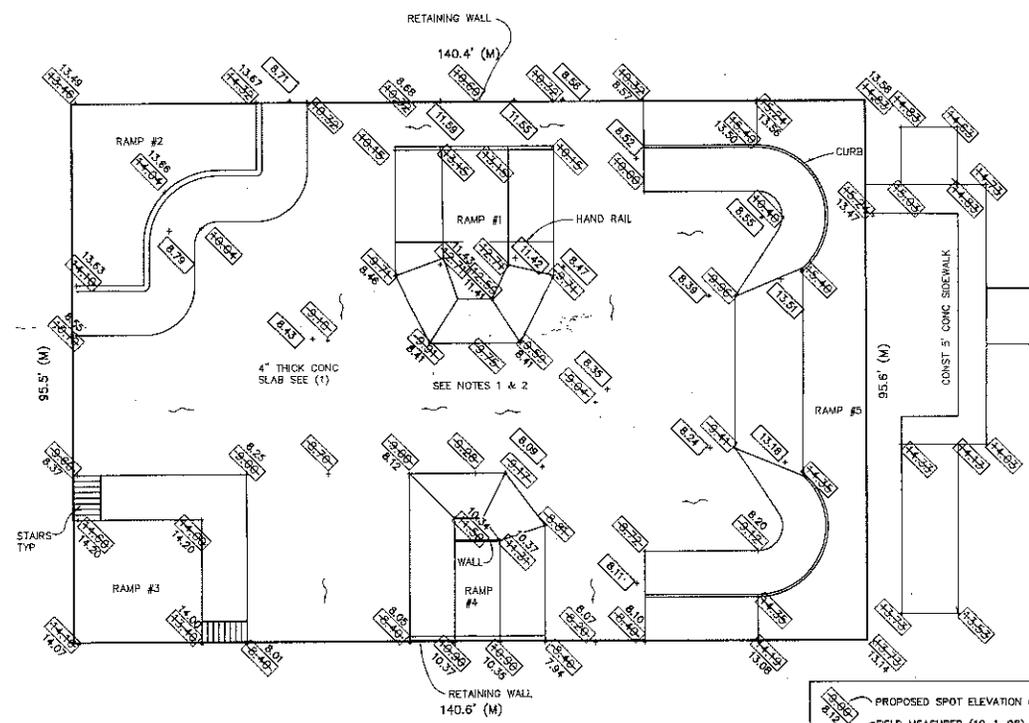
SPORTS AND RECREATION COMPLEX SKATE PARK
 RECORD SURVEY (SHEET 1 OF 2)
 SITE ACCESS AND PARKING AREA

PROJECT NO.	SHEET NO.
ET00-2-43	2
15' SURVEY FINAL/REVISED	

- LEGEND:**
- = EXIST 6" CHAIN LINK FENCE
 - - - = PROP CHAIN LINK FENCE
 - - - = WATER LINE
 - ⊙ = SPOT ELEVATION
 - △²⁰ = PALM TREE & SIZE (INCHES)
 - ¹⁰ = PINE TREE & SIZE (INCHES)
 - ⊠ = DRINKING FOUNTAIN
 - ☆ = LIGHT POLE
 - (M) = AS FIELD MEASURED

* DRINKING FOUNTAINS SHALL BE HAWK MODEL # 3482 OR APPROVED EQUAL

- NOTES:**
1. THE SKATE RINK CONTRACTOR SHALL CONSTRUCT THE 4" CONCRETE SLAB FOOTINGS, HANDRAILS, AND ALL OTHER WORK WITHIN THE 96'X141' SKATE RINK.
 2. THE SITE CONTRACTOR SHALL FURNISH, INSTALL, AND COMPACT CLEAN FILL MATERIAL TO WITHIN 4" OF FINISHED ELEVATIONS AS SHOWN IN THE GRADING PLAN.



- △²⁰ PROPOSED SPOT ELEVATION (ORIGINAL DESIGN)
 ⊙¹⁰⁻¹⁻⁹⁸ FIELD MEASURED (10-1-98) SPOT ELEVATION
 ⊠ SPOT ELEVATION (NO PROPOSED DESIGN ELEVATION SHOWN ON ORIGINAL PLANS)
1. THIS SHEET OF RECORD SURVEY IS FOR THE FOLLOWING PURPOSE ONLY:
- SHOW THE CONSTRUCTED VERTICAL ELEVATIONS OF THE SKATE PARK.
 2. SKATE PARK FEATURES, (i.e. STEPS, RAILS, WALLS, ECT.), SHOWN HEREON ARE PER ORIGINAL DESIGN AND ARE NOT FIELD VERIFIED.
 3. ELEVATIONS SHOWN HEREON ARE BASED ON THE PROJECT BENCHMARKS AS SHOWN ON SHEET 1.
 4. FIELD MEASURED DIRECTIONS, DISTANCES AND IMPROVEMENTS SHOWN HEREON WERE LOCATED ON 10/01/98.

OCT 13 1998

RECORD SURVEY
 I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT BASED ON ACTUAL MEASUREMENTS MADE IN THE FIELD.
 I FURTHER CERTIFY THAT THE RECORD SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR RECORD SURVEYS AS SET FORTH IN SECTION 90.17-A, FLORIDA ADMINISTRATIVE CODE PURSUANT TO FLORIDA STATUTE 90A.

MICHAEL J. SHERNEY, REG. 9878

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

OUTLAW, RICE, SOYKA & SHERNEY, INC.
 CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 1222 PINEAPPLE BLVD. SUITE 100 • WELLSVILLE, FL 32085

DATE	BY	DATE	BY

CITY OF SATELLITE BEACH
 FLORIDA

SPORTS AND RECREATION COMPLEX SKATE PARK
 RECORD SURVEY (SHEET 2 OF 2)
 SKATE AREA

CONSTRUCTION PLANS

CITY OF SATELLITE BEACH SPORTS AND RECREATION COMPLEX SKATE PARK SATELLITE BEACH, FLORIDA

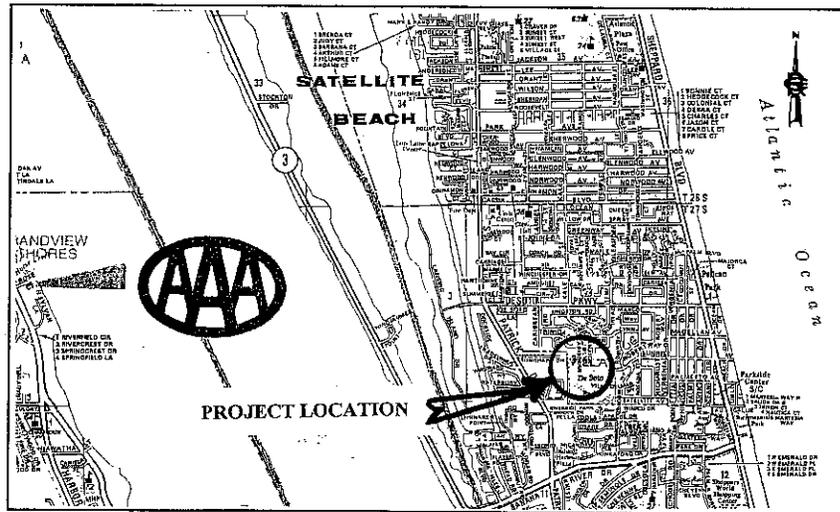


TABLE OF CONTENTS

SHEET	DESCRIPTION
1	COVER SHEET
2	NOTES, LEGEND & ABBREVIATIONS
3	TYPICAL SECTIONS
4	SITE PLAN
5	SECTIONS
6	BOWL DETAILS
7-8	DETAILS
9	PAVILION PLAN

**DRAWINGS ARE
REDUCED 50%**

OUTLAW, RICE, SOYKA & SWEENEY, INC.
CONSULTING ENGINEERS
MELBOURNE, FLORIDA
TELEPHONE: (407) 254-9721

NOTES:
Prior to any excavations the contractor shall comply with the Underground Facility Damage Prevention and Safety Act per Chapter 656 of Florida Law. Call the "Sunshine State One-Call Center" 1-800-432-4770 for underground utility locations.

PRELIMINARY PLANS 100% OCT 22 1997
FINAL DESIGN PLANS _____
BIDDING SET _____
FIELD COPY _____
SHEET 1 OF **9**
E 100-2-43
C:\STBCH\COVER

	LIGHT POLE		PALM TREE	-----E-----E-----E-----	ELECTRIC LINE
	POWER POLE		OAK/FRUIT TREE	-----BE-----BE-----BE-----	BURIED ELECTRIC LINE
	TRAFFIC POLE		EXISTING HYDRANT	-----FM-----FM-----FM-----	FORCE MAIN LINE
	MAIL BOX		PROPOSED HYDRANT	-----FM-----FM-----FM-----	PROPOSED FORCE MAIN LINE
	CABLE TV RISER		EXISTING VALVE	-----G-----G-----G-----	GAS LINE
	TELEPHONE RISER		PROPOSED VALVE	-----RU-----RU-----RU-----	PROPOSED REUSE LINE
	ELECTRICAL RISER		11', 22', 45', 90' FITTINGS	-----S-----S-----S-----	SANITARY LINE
	CONCRETE LIGHTING PULL-BOX		TEE	-----S-----S-----S-----	PROPOSED SANITARY LINE
	WATER METER		CROSS	-----SP-----SP-----SP-----	SPRINKLER LINE
	CLEAN OUT		REDUCER	-----SS-----SS-----SS-----	STORM SEWER LINE
	SPRINKLER		CAP/PLUG	-----T-----T-----T-----	TELEPHONE LINE
	GAS VALVE		SOIL PROFILE LOCATION	-----TV-----TV-----TV-----	CABLE TV LINE
	EXISTING MANHOLE		BENCHMARK	-----W-----W-----W-----	WATER LINE
				-----WM-----WM-----WM-----	PROPOSED WATER LINE
				-----WS-----WS-----WS-----	PROPOSED WATER SERVICE
				-----X-----X-----X-----	FENCE LINE
				-----D-----D-----D-----	WOOD FENCE LINE
				-----O-----O-----O-----	GUARDRAIL
				-----V-----V-----V-----	VEGETATION/TREE LINE

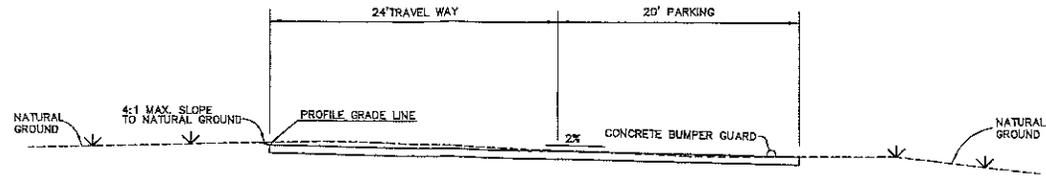
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS	MATL	MATERIAL
AC	ACRE	MAX	MAXIMUM
AGG	AGGREGATE	MIN	MINIMUM
ALT	ALTERNATE	MHW	MEAN HIGH WATER
ALUM	ALUMINUM	MILE	MILE
APPROX	APPROXIMATE	MIN	MINIMUM
ASPH	ASPHALT	MISC	MISCELLANEOUS
AC	ASPHALTIC CONCRETE	ML	MECHANICAL JOINT
ASPH CONC	ASPHALTIC CONCRETE	MLW	MEAN LOW WATER
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS	NIC	NOT IN CONTRACT NUMBER
AVE	AVENUE	NO	
BBL	BARREL	OD	OUTSIDE DIAMETER
BCCMP	BITUMINOUS COATED CORRUGATED METAL PIPE	OVHD	OVERHEAD
BCPA	BITUMINOUS COATED PIPE ARCH	PC	POINT OF CURVATURE
BCPCMP	BITUMINOUS COATED & PAVED CORRUGATED METAL PIPE	PERF	PERFORATED
BCPPA	BITUMINOUS COATED & PAVED PIPE ARCH	PI	POINT OF INTERSECTION
BEG	BEGIN	POC	POINT ON CURVE
BHT	BITUMINOUS	POI	POINT ON TANGENT
BL	BASELINE	PP	POWER POLE
BLDG	BUILDING	PREST	PRECAST
BLVD	BULEVARD	PROJ	PROJECT
BM	BENCH MARK	PT	POINT OF TANGENCY
BOT	BOTTOM	PWT	PAVEMENT
BP	BORROW PIT	Q	PEAK DISCHARGE
BW	BARBED WIRE		
C&G	CURB & GUTTER	R	RADIUS
CAF	CORRUGATED ALUMINUM PIPE	RCP	REINFORCED CONCRETE PIPE
CB	CATCH BASIN	RD	ROAD
CD	CROSS DRAIN	RDWY	ROADWAY
CEM	CEMENT	REF	REFERENCE
CH	CHANNEL	REINF	REINFORCED
CM	CAST IRON PIPE	RES	RESIDENCE
CMU	CONCRETE MONUMENT	REUSE	RECLAIMED
CMP	CORRUGATED METAL PIPE	RR	RAILROAD
CL	CENTER LINE	RT	RIGHT
CONC	CONCRETE	R/W	RIGHT OF WAY
CONST	CONSTRUCT	S	SOUTH
CONTR	CONTRACTOR	SAN	SANITARY
CCR	CORNER	SE	SOUTHEAST
COR	CORNER	SECT	SECTION
CULV	CULVERT	SHLDR	SHOULDER
CY	CUBIC YARD	SPEZ	SPECIFICATION
D	DEGREE OF CURVATURE	SQ FT	SQUARE FEET/FOOT
DA	DRAINAGE AREA	SQ IN	SQUARE INCH
DET	DETOUR	SY	STATE ROAD
DTCH	DITCH	SS	STORM SEWER
DOT	DEPARTMENT OF TRANSPORTATION	ST	STREET
DRWY	DRIVEWAY	STA	STATION
EA	EACH	STD	STANDARD
EL	ELEVATION	STL	STEEL
ELEV	ELEVATION	STR	STRUCTURE
ELEC	ELECTRIC	SUBGR	SUBGRADE
ELLIP	ELLIPICAL	SURF	SURFACE
EMBK	EMBANKMENT	SW	SOUTHWEST OR SIDEWALK
EDP	EDGE OF PAVEMENT	SYST	SYSTEM
EQUIP	EQUIPMENT	T	TANGENT LENGTH OF CURVE
ESMT	EASEMENT	TBM	TEMPORARY BENCH MARK
EW	ENDWALL	TC	TANGENT TO CURVE
EXCV	EXCAVATION	TEC	TEMPORARY CONSTRUCTION EASEMENT
EX	EXISTING	TEL	TELEPHONE
EXIST	EXISTING	TH	TOP
FN	FIRE HYDRANT	TOB	TOP OF BANK
FIN	FINISH	TRAF	TRAFFIC
FL	FLOW LINE	TS	TANGENT TO SPIRAL
FT	FEET/FOOT	TWP	TOWNSHIP
GIP	GALVANIZED IRON PIPE	UNDR	UNDERDRAIN
GR	GUARDRAIL	USGCS	U.S. GEODETIC SURVEY
GND	GROUND	USGS	U.S. GEOLOGICAL SURVEY
GTR	GUTTER	VAR	VARIABLE
HDWL	HEADWALL	VC	VERTICAL CURVE
HDRWL	HANDWALL	VEH	VEHICLE
HORIZ	HORIZONTAL	VERT	VERTICAL
HOUSE	HOUSE	VOL	VOLUME
HSE	HIGH WATER	W	WEST
HWF	HIGHWAY	WB	WESTBOUND
HWT	HYDRANT	WM	WATER MAIN
HYD	HYDRANT	WT	WATER TABLE
I	INCH	X	COORDINATE DISTANCE (EAST-WEST)
IP	IRON PIPE	X RD	CROSS ROAD
JB	JUNCTION BOX	XING	CROSSING
L	LENGTH OF CURVE	X-SEC	CROSS SECTION
LB	POUND	Y	COORDINATE DISTANCE (NORTH-SOUTH)
LBR	LUMBER BEARING RATIO	ZL	TWO LANE
LC	LONG CURVE		
LF	LINEAR FEET		
LDTH	LENGTH		
LT	LEFT		

- NOTES:
- SILT FENCES AROUND INLETS SHALL BE PER D.O.T. INDEX 102 AND COST SHALL BE INCLUDED IN THE UNIT PRICE OF INLETS/STRUCTURES.
 - MAINTENANCE OF TRAFFIC SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 102, MAINTENANCE OF TRAFFIC AS SPECIFIED IN THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - DITCH BOTTOM INLETS AND STRUCTURES SHALL HAVE CAST IRON GRATES PER D.O.T. INDEX 275.
 - INLETS AND MANHOLES OTHER THAN D.O.T. STANDARD SIZES SHALL HAVE ALL REINFORCING MATERIALS EQUIVALENT TO SIMILAR D.O.T. STRUCTURES.
 - SEEDED AND SODDED AREAS SHALL BE MOWED BY THE CONTRACTOR WHEN THE HEIGHT OF THE GRASS EXCEEDS 12" OR AS DIRECTED BY THE OWNER. THIS COST SHALL BE INCLUDED IN THE UNIT PRICE OF SEEDING AND SODDING.
 - THE CONTRACTOR SHALL PROTECT ALL CURBING, DRIVEWAYS, AND PAVEMENT OUTSIDE THE LIMITS OF CONSTRUCTION. DAMAGED OR UNDERMINED AREAS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
 - ALL CONNECTIONS AND JOINTS FOR PIPE SHALL BE WRAPPED WITH ADS 420 FILTER MATERIAL WITH 12" EXTENDING ON THE SIDES AND A 24" OVERLAP OF THE FILTER MATERIAL. THE FILTER MATERIAL SHALL BE SECURED USING MATERIAL WHICH IS SUITABLE FOR THIS PURPOSE. THE COST OF THE FILTER MATERIAL LABOR AND ANY OTHER MATERIALS/WORK NEEDED TO COMPLY WITH THIS REQUIREMENT SHALL BE INCLUDED IN THE UNIT PRICES FOR PIPE. SEE DOT INDEX 280.
 - ALL DRAINAGE FACILITIES CONSTRUCTED UNDER THE PROJECT SHALL BE CLEANED PRIOR TO ANY FINAL (PRE-FINAL) INSPECTION ALL DEBRIS IN EXISTING PIPES/STRUCTURES, WHICH ARE LEFT IN PLACE SHALL ALSO BE CLEANED PRIOR TO ANY FINAL (PRE-FINAL) INSPECTION. THE COSTS ASSOCIATED WITH THIS REQUIREMENT SHALL BE INCLUDED IN THE UNIT PRICE FOR PIPE.
 - SODDING SHALL BE USED ON ALL AREAS ON PROJECT. AREAS OUTSIDE OF LIMITS OF CONSTRUCTION OR RIGHTS-OF-WAYS DISTURBED BY THE CONTRACTOR SHALL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.
 - SEE ADDITIONAL NOTES IN THE SPECIAL CONDITIONS WHICH ARE INCLUDED IN THE DOCUMENTS.

DRAWINGS ARE REDUCED 50%

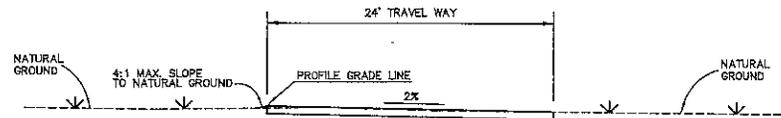
OCT 22 1997

REVISIONS				OUTLAY, RICE, SOTKA & SWENEY, INC.				CITY OF SATELLITE BEACH				SPORTS AND RECREATION COMPLEX SKATE PARK											
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
CONSULTING ENGINEERS * PLANNERS * SURVEYORS								FLORIDA								NOTES, LEGENDS AND ABBREVIATIONS							
1222 NORTH BAYVIEW CITY BOULEVARD - MIAMI BEACH, FL 33508								APPROVED BY:															



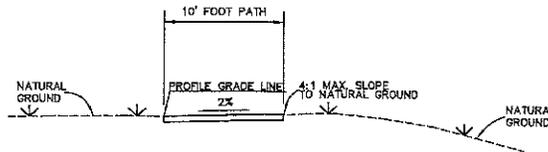
TYPICAL ROADWAY/PARKING SECTION

PAVEMENT DESCRIPTION
 STABILIZE 8" TO LBR 50, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180, PRIMED
 COVER WITH 2% LEAN SAND MIX; 30 LBS/SY.



TYPICAL ROADWAY SECTION

PAVEMENT DESCRIPTION
 STABILIZE 8" TO LBR 50, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180, PRIMED
 COVER WITH 2% LEAN SAND MIX; 30 LBS/SY.



TYPICAL FOOT PATH SECTION

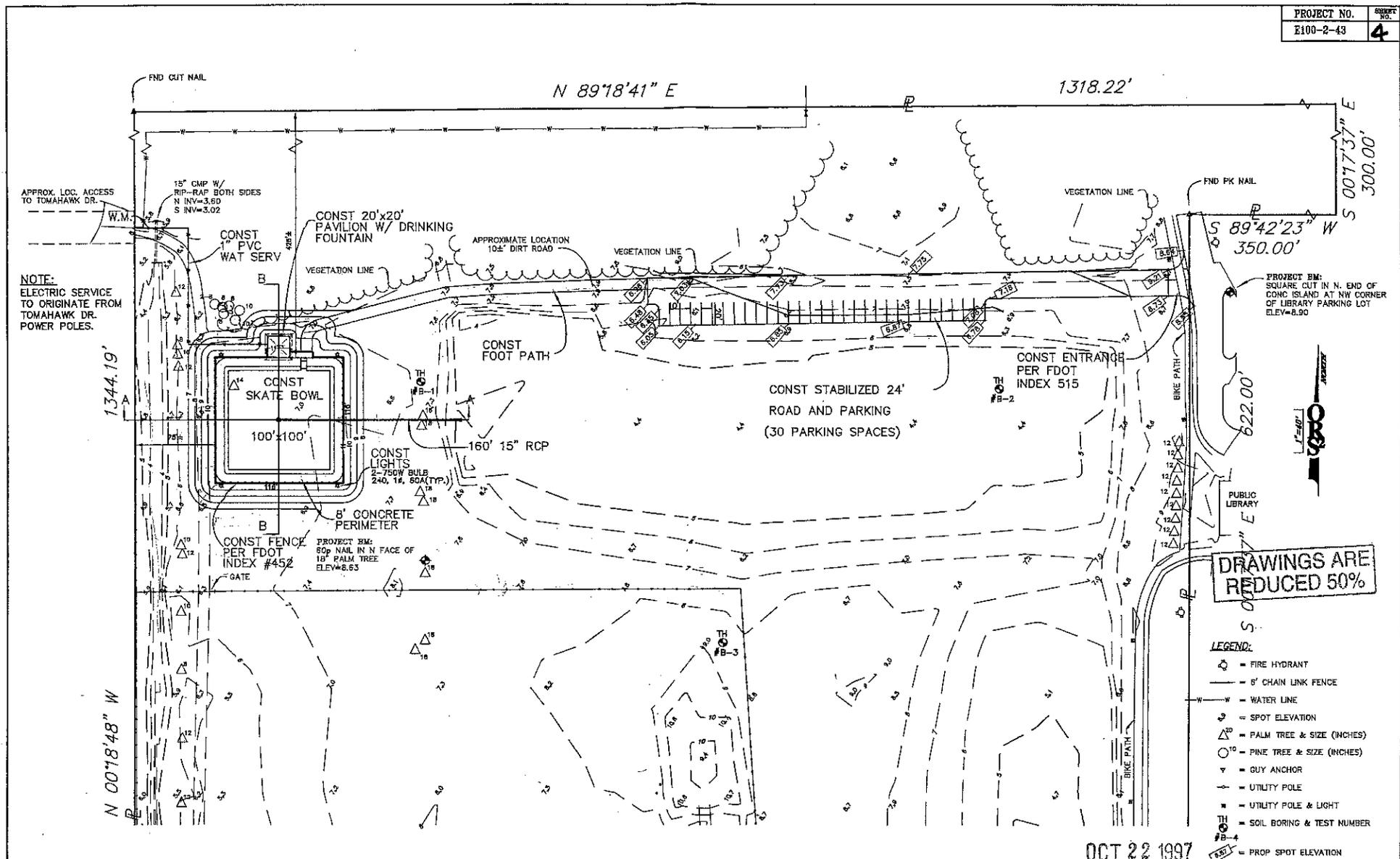
PAVEMENT DESCRIPTION
 STABILIZE 8" TO LBR 50, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180, PRIMED
 COVER WITH 2% LEAN SAND MIX; 30 LBS/SY.

DRAWINGS ARE
 REDUCED 50%

OCT 22 1997

REVISIONS						DATE	BY	DESCRIPTION									
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION												

OUTLAW, RICE, SOYKA & SWENNY, INC. CONSULTING ENGINEERS & SURVEYORS 1225 WICKI BARRON CITY DEVELOPER - MIAMI, FL 33136	DATE	BY	DATE	BY	DATE	BY	CITY OF SATELLITE BEACH FLORIDA	SPORTS AND RECREATION COMPLEX SKATE PARK TYPICAL SECTIONS
--	------	----	------	----	------	----	------------------------------------	--



NOTE:
 ELECTRIC SERVICE
 TO ORIGINATE FROM
 TOMAHAWK DR.
 POWER POLES.

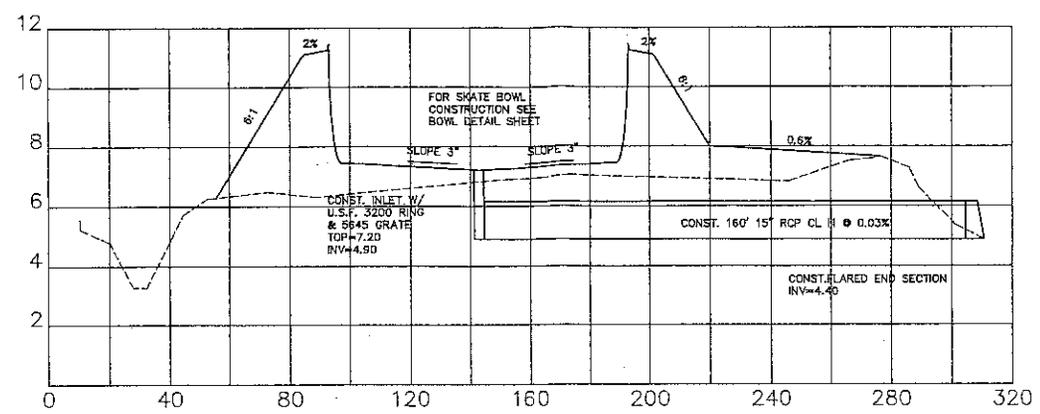
**DRAWINGS ARE
 REDUCED 50%**

- LEGEND:**
- ⊗ - FIRE HYDRANT
 - - 6" CHAIN LINK FENCE
 - - WATER LINE
 - ⊙ - SPOT ELEVATION
 - △ - PALM TREE & SIZE (INCHES)
 - - PINE TREE & SIZE (INCHES)
 - ▽ - GUY ANCHOR
 - - UTILITY POLE
 - - UTILITY POLE & LIGHT
 - ⊕ - SOIL BORING & TEST NUMBER
 - ⊕ - PROP SPOT ELEVATION

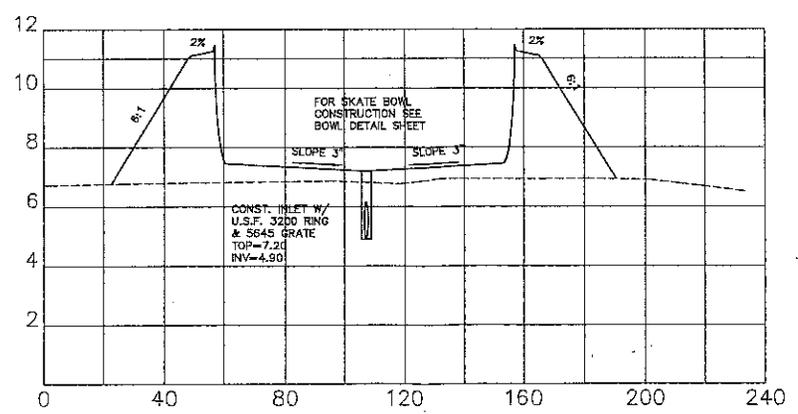
OCT 22 1997

REVISIONS						OWNER				CITY OF SATTELLITE BEACH		PROJECT	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	NAME	DATE	NAME	DATE	FLORIDA	SPORTS AND RECREATION COMPLEX SKATE PARK	PRELIMINARY SITE PLAN	

OUTLAW, RICE, SOYKA & SWANEY, INC.
 CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 1222 NORTH HARBOR CITY BOULEVARD - MIAMI BEACH, FL 33139



SECTION A-A



SECTION B-B

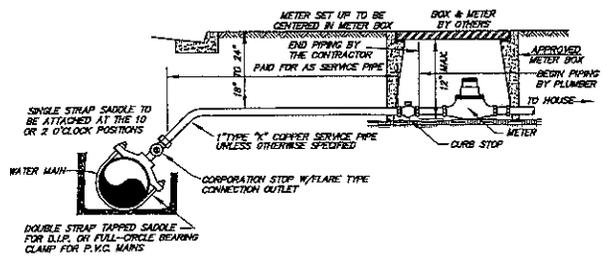
**DRAWINGS ARE
REDUCED 50%**

SCALE: 1"=20' HORIZ
1"=2' VERT

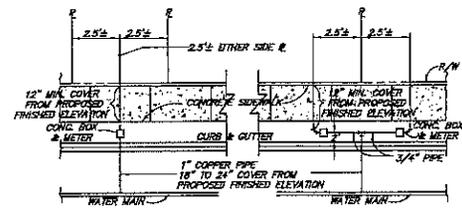
OCT 22 1997

REVISIONS						DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	NAME	DATE	TYPE	DATE	CITY OF SATELLITE BEACH FLORIDA	SPORTS AND RECREATION COMPLEX SKATE PARK SECTIONS
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION												

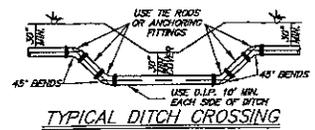
OUTLAW, RICK, SOYKA & SWERNEY, INC.
CONSULTING ENGINEERS & PLANNERS & SURVEYORS
1222 NORTH BARRON CITY BOULEVARD - MELBOURNE, FL 32906



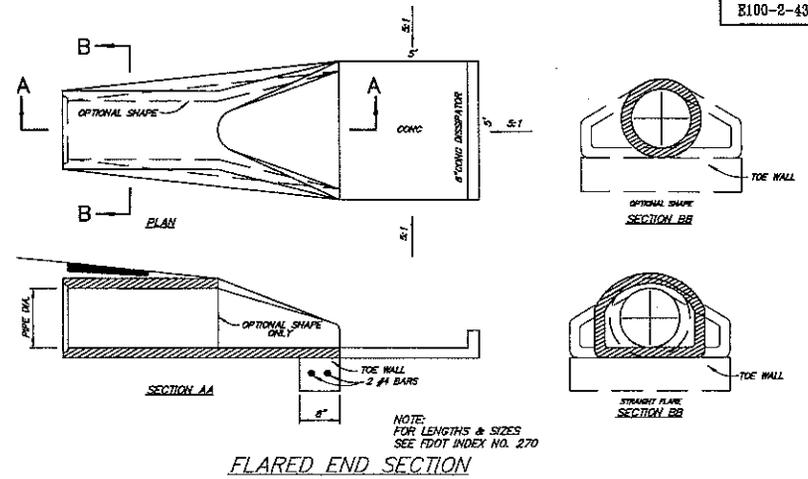
TYPICAL CONSUMER SERVICE & CONNECTION



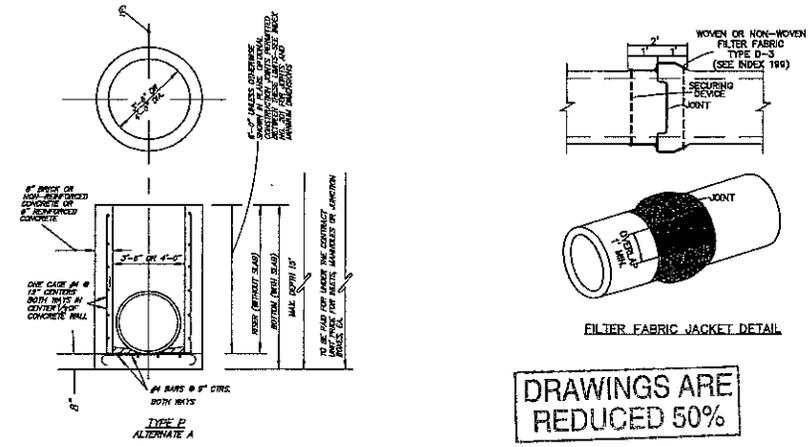
SINGLE SERVICE CONNECTIONS DOUBLE SERVICE CONNECTIONS FOR NEW CONSTRUCTION



TYPICAL DITCH CROSSING



FLARED END SECTION

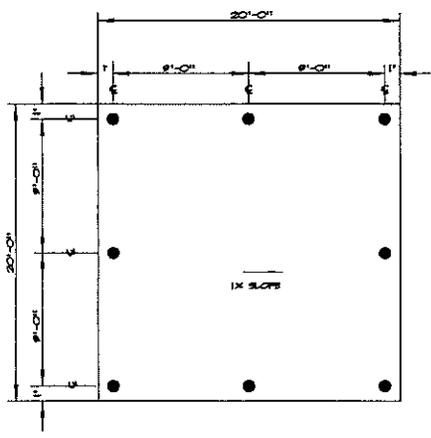


DRAWINGS ARE REDUCED 50%

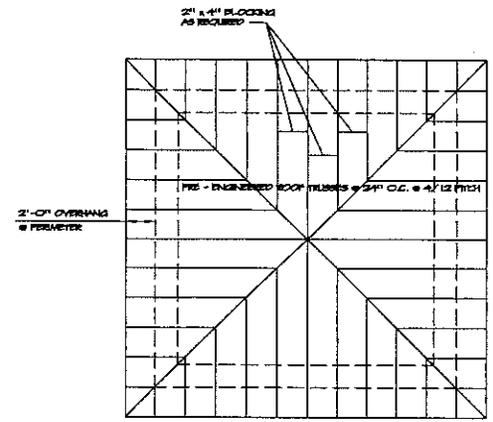
OCT 22 1997

REVISIONS						CITY OF SATELLITE BEACH FLORIDA	SPORTS AND RECREATION COMPLEX SKATE PARK DETAILS
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		

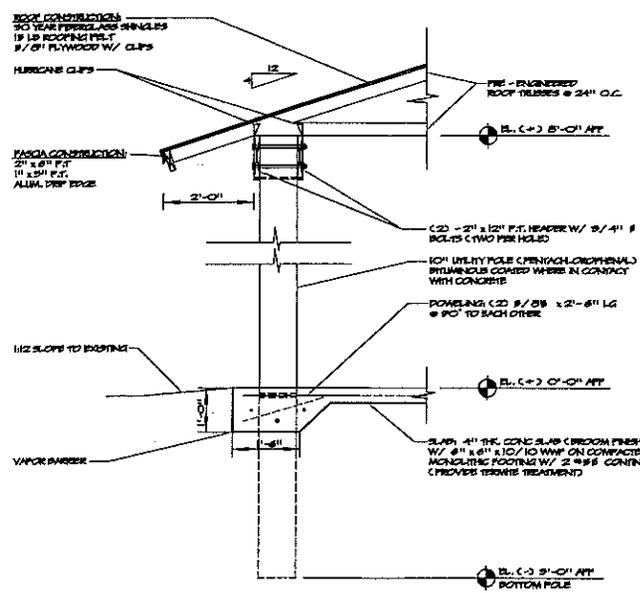
OUTLAW, RICE, SOYKA & SWEENEY, INC.
 CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 1222 NORTH BAYVIEW CITY BOULEVARD - KISSIMEE, FL 32759



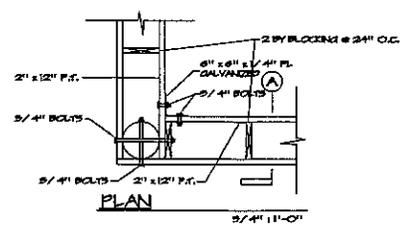
FLOOR PLAN



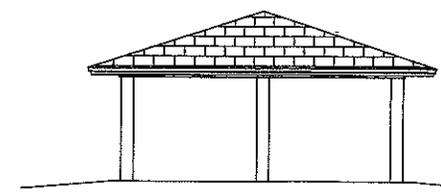
ROOF FRAMING PLAN



TYPICAL WALL SECTION & DETAILS



SECTION "A"



TYPICAL ELEVATION

DRAWINGS ARE REDUCED 50%

NOTE: ALL EXPOSED WOOD TO BE STAINED COLORED TO BE SELECTED BY OWNER

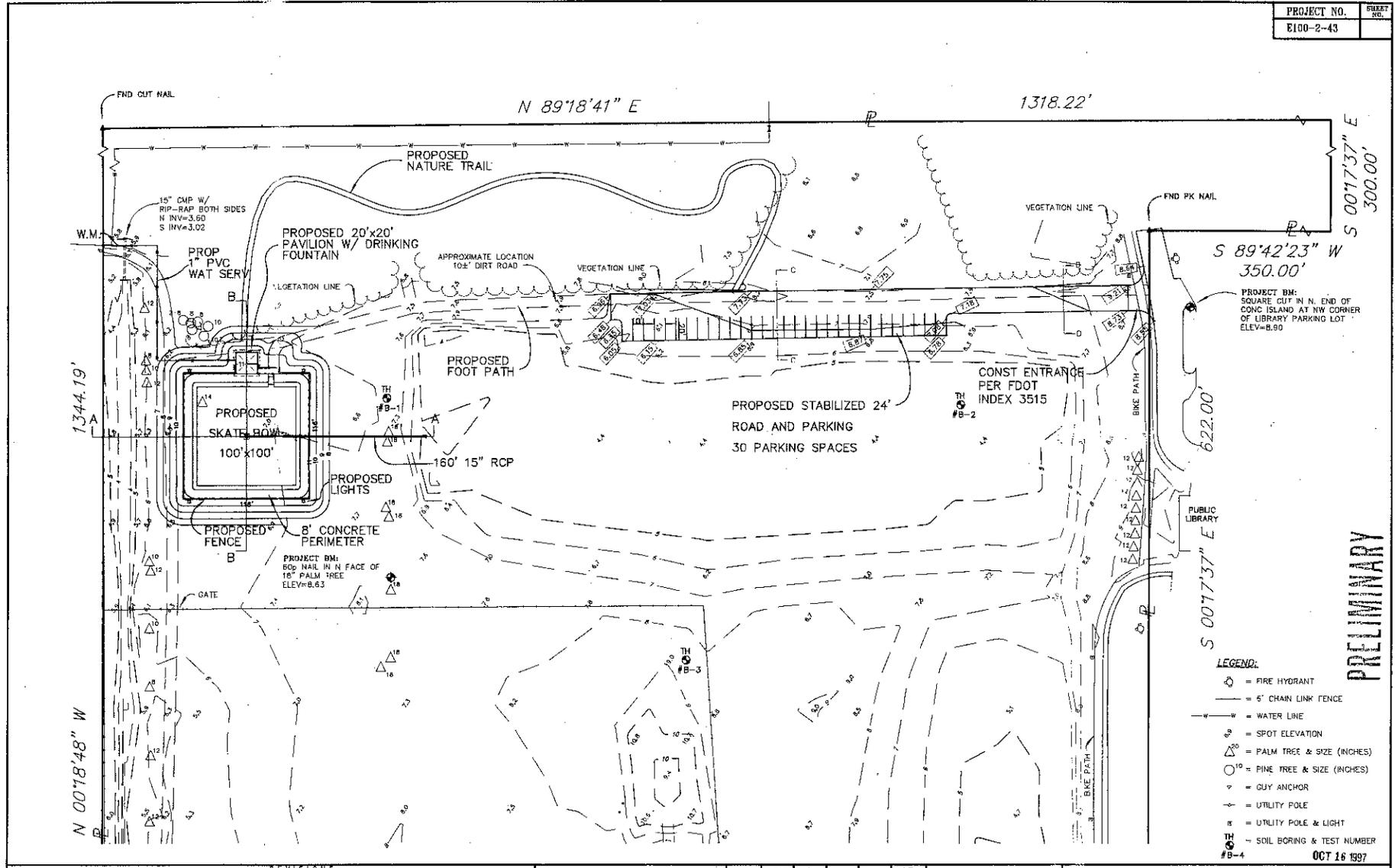
OCT 22 1997

DATE		BY		DESCRIPTION		DATE		BY		DESCRIPTION	
<p>OUTLAW, RICE, SOYKA & SWANEY, INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 2222 WOODHURST DRIVE, SUITE 100 - MIAMI, FL 33156</p>											
DESIGNED BY		NAME		DATE		CHECKED BY		NAME		DATE	
DRAWN BY		NAME		DATE		CHECKED BY		NAME		DATE	
APPROVED BY		NAME		DATE		APPROVED BY		NAME		DATE	

CITY OF SATELLITE BEACH
FLORIDA

SPORTS AND RECREATION COMPLEX STATE PARK
PAVILION PLAN

PROJECT NO.	SUBJECT NO.
E100-2-43	



- LEGEND:**
- ⊕ = FIRE HYDRANT
 - = 6" CHAIN LINK FENCE
 - = WATER LINE
 - = SPOT ELEVATION
 - △ = PALM TREE & SIZE (INCHES)
 - = PINE TREE & SIZE (INCHES)
 - ⊕ = GUY ANCHOR
 - ⊕ = UTILITY POLE
 - ⊕ = UTILITY POLE & LIGHT
 - ⊕ = SOIL BORING & TEST NUMBER
- #B-4
OCT 16 1997

PRELIMINARY

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

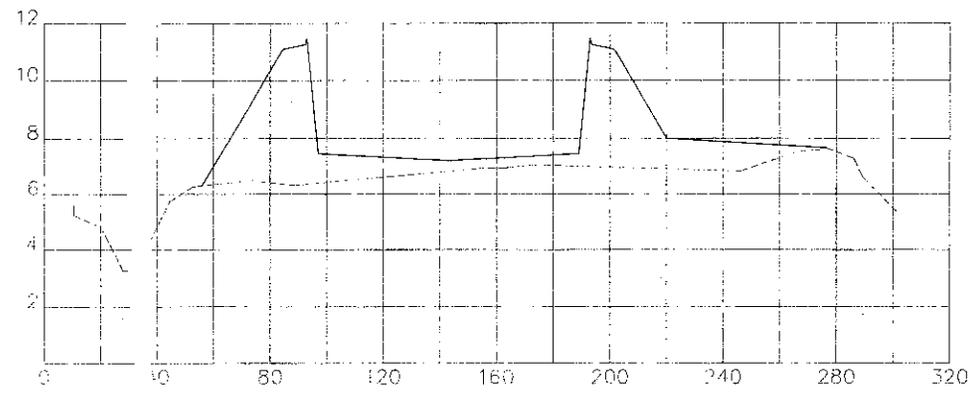
OUTLAW, RICK, SOYKA & SWEENEY, INC.
CONSULTING ENGINEERS • PLANNERS • SURVEYORS
1222 NORTH PALM BEACH CITY BOULEVARD - MELBOURNE, FL 32901

NO.	DATE	NAME	DATE

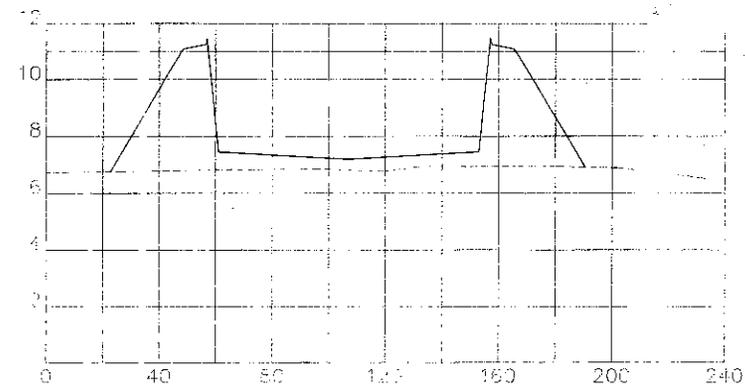
CITY OF SATELLITE BEACH
FLORIDA

LIBRARY PARK SITE
SKATE PARK

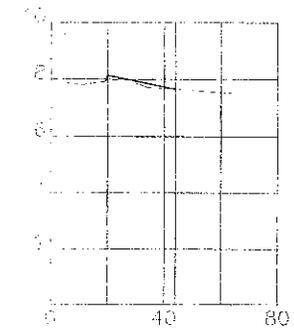
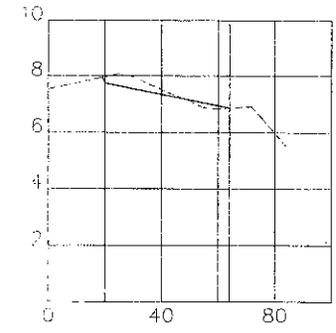
PROJECT NO.	SHEET NO.
E100-2-43	



SECTION A-A



SECTION B-B



SECTION D-D

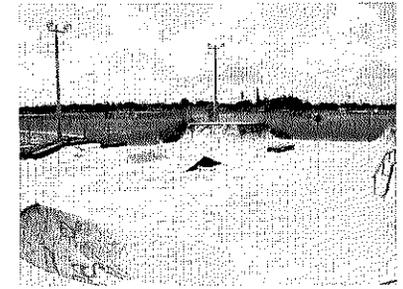
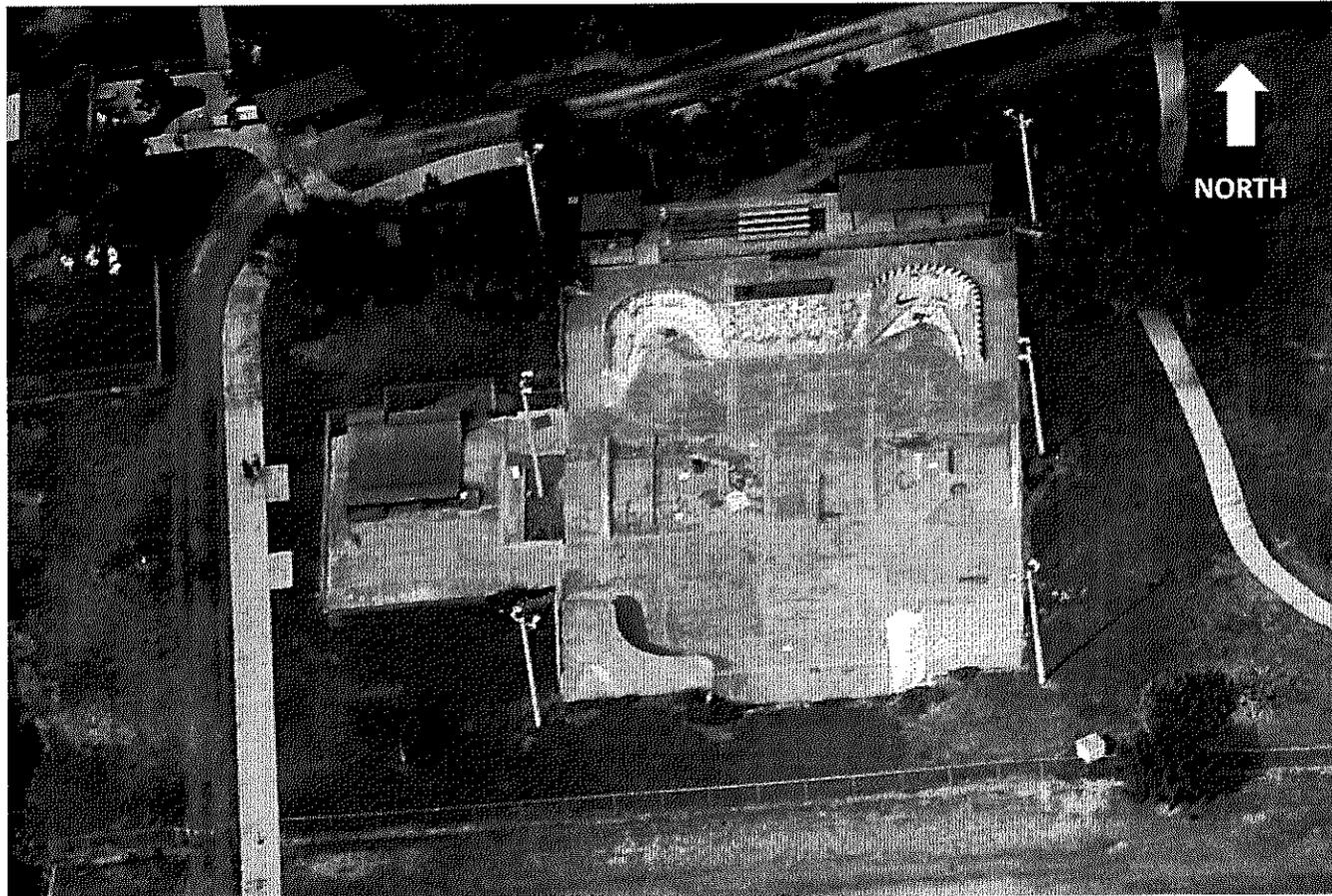
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1"=2' VERT

PRELIMINARY

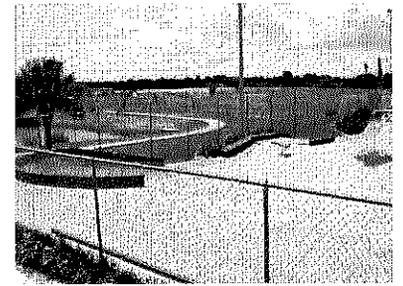
OCT 16 1997

REVISIONS				OUTLAW, RICE, SOYKA & SWEENEY, INC.				CITY OF SATELLITE BEACH			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	NAME	DATE	NAME	DATE	NAME	DATE
						REMOVED BY:		ISSUED BY:		CITY OF SATELLITE BEACH	
						CHANGED BY:		CHANGED BY:		FLORIDA	
						APPROVED BY:				LIBRARY PARK SITE	
										SKATE PARK	

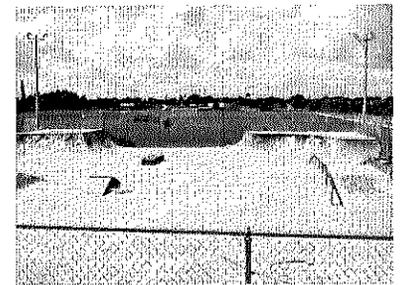
Exhibit B
Photography of Existing Skate Park



Looking SOUTH EAST



Looking EAST



Looking SOUTH



SATELLITE BEACH SKATE PARK

QLH
Quantin L. Hampton Associates
Consulting Engineers

Exhibit C

Certification of Drug-Free Workplace

In accordance with Section 287.087, Florida Statutes, the undersigned contractor

hereby certifies that _____:
(name of business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-abuse violations.
3. Gives each employee engaged in providing the contractual services under bid a copy of the statement specified in paragraph 1.
4. In the statement specified in Paragraph 1, notifies employees that, as a condition of working on the contractual services under bid, they will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statutes Chapter 893 (Drug Abuse Prevention and Control) or any federal or state controlled-substance law for a violation occurring in the workplace no later than 5 days after such conviction.
5. Imposes a sanction on any such convicted employee, or requires their satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the convicted employee's community.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

I hereby certify that this business fully complies with the above requirements.

Signature

Title

Printed Name

Date

Exhibit D

Sworn Statement on Public Entity Crime

I understand that "public entity crime" as defined by Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation related to transacting business with any public entity.

I understand that "convicted" or "conviction" as defined by Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime resulting from charges brought by indictment or information, in any federal or state trial court, as a result of a jury verdict, non-jury trial, or entry of a guilty plea or nolo contendere.

I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the affiliate's management. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length contract, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that "person" as defined by Section 287.133(1)(e), Florida Statutes, means a natural person or an entity organized under federal or any state's laws with the power to enter into binding contracts for goods or services or otherwise transact business with a public entity. "Person" includes the officers, directors, executives, partners, shareholders, employees, members, and agents active in the entity's management.

Mark the statement below that is true about the entity submitting this sworn statement:

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

(A copy of the Final Order must be attached to this sworn statement.)

I UNDERSTAND THE FOLLOWING:

1. THIS FORM IS ONLY FOR THE CITY OF SATELLITE BEACH ("the City") AND IS VALID THROUGH DECEMBER 31, 2016.
2. BEFORE ENTERING INTO A CONTRACT WITH THE CITY EXCEEDING \$35,000, I AM REQUIRED TO INFORM THE CITY OF ANY CHANGE IN INFORMATION PROVIDED IN THIS STATEMENT.

Signature Printed Name

Name of Business Title

Business Address

Federal Employer ID Number (FEIN) OR _____
(if applicable) Social Security Number

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2016

Personally known _____ OR
Produced identification _____ Type of Identification _____

(SEAL) _____
Notary Public

Exhibit E
Statement of Non-Collusion

Contractor hereby affirms that the business submitting this proposal, and its owners, officers, employees or agents, have not directly or indirectly participated in any collusion or otherwise taken any action in restraint of free competitive bidding related to this proposal.

Signature

Title

Name of Business

Date

Exhibit F

Addendum Receipt Acknowledgement

City of Satellite Beach

RFP No. 15/16-04

Addendum # _____

NOTE: Contractors submitting proposals must:

- Acknowledge receipt of each RFP addendum, and***
- Submit the signed acknowledgement(s) with their proposals.***

Business Name: _____

Official's Signature: _____

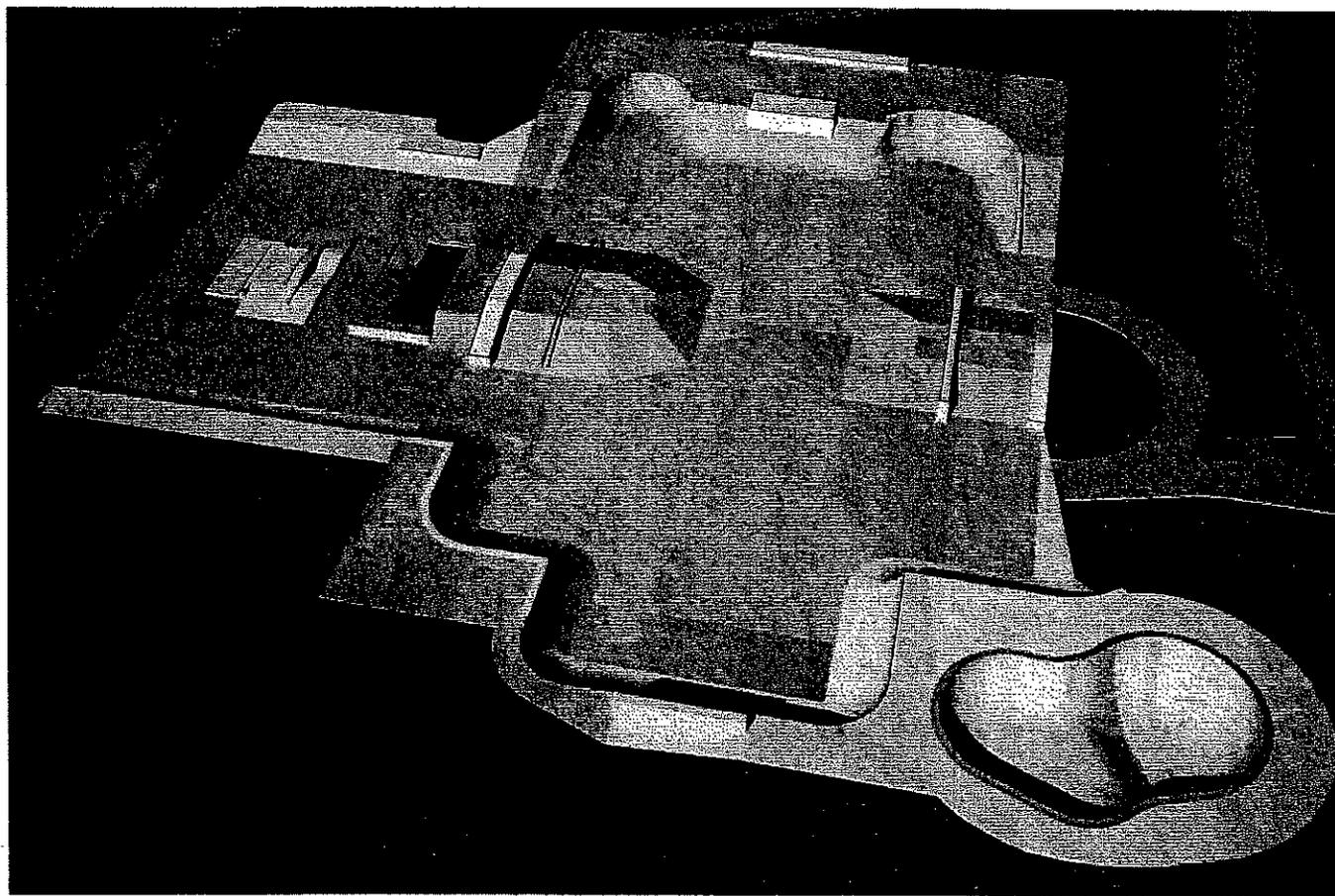
Official's Printed Name and Title: _____

Date Addendum Received: _____



RFP No. 15/16-04
Skate Park Improvements

Submittal Date: April 19, 2016



Satellite Beach Skate Park - Renovation Concept

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- **CONCEPT DESIGN**

- **PRICE PROPOSAL**

- **ADDENDUM ACKNOWLEDGEMENT**

- **ADDITIONAL DOCUMENTS**
 - CERTIFICATION OF DRUG-FREE WORKPLACE
 - SWORN STATEMENT ON PUBLIC ENTITY CRIME
 - STATEMENT OF NON-COLLUSION
 - 5% BID BOND
 - CERTIFICATE OF LIABILITY INSURANCE
 - TRENCH SAFETY AFFIDAVIT

LETTER OF TRANSMITTAL



April 19, 2016

Office of the City Clerk
City of Satellite Beach, City Hall
565 Cassia Boulevard
Satellite Beach, FL 32937

Re: REQUEST FOR PROPOSAL NO. 15/16-04 - CITY SKATE PARK IMPROVEMENTS

Dear Selection Committee Members,

We are pleased to present our proposal for renovations to the existing skate park located in Satellite Beach. Our team is comprised of Team Pain Enterprises, Inc., a world-wide leader in Custom Skate Park Design & Construction with over 30 years skate park experience and Florida Civil Engineer, Dan Vickstrom of Vickstrom Engineering, a Civil Engineering & Management Firm having over 32 years of experience and completing 9 municipal concrete skate parks, in Florida, with Team Pain. We bring to this project not only a history of working together in planning, designing and constructing municipal concrete skate parks but both firms are located in the central Florida area adding to our overall familiarity and experience in the state. Although, Team Pain works world-wide, we have designed and constructed 29 custom; municipal concrete skate parks in the state of Florida.

It is our understanding that the City of Satellite Beach is looking for an experienced design-build skate park firm to update their current skate park. I confirm that we have participated in the mandatory Pre-Proposal meeting, community ideas meeting and skate park site visit and we are committed to meeting the specifications and providing the services requested in the RFP and Addendums. Our team also has the capacity to bring in additional engineers, should the City require this.

As you know, Team Pain designed and built the original skate park over 19 years ago and despite it's age, we are very pleased with the condition of the concrete, however we do agree and are aware of the needs for modernizing this facility. Team Pain has always been enthusiastic about the progression of skateboarding and as a skate park specialist, it is our responsibility to continually advance our skills in order to develop well designed; modern-day skate parks that provide for all skill levels. It is with this experience, that our team has a proven structure and project approach for delivering engaging skate parks that enrich community park systems and meet the desires of our clients and the needs of the community.

We appreciate the opportunity to present our proposal to the selection committee members and look forward to the possibility of working together on this project.

Should you have any further questions, please feel free to contact me directly at 407-366-9221 or tim@teampain.com.

Sincerely,

A handwritten signature in black ink that reads "Tim Payne" with a long horizontal flourish extending to the right.

Tim Payne - President
Team Pain Enterprises, Inc.

890 Northern Way Suite D-1 Winter Springs, FL 32708 ph 407-366-9221 fx 407-366-6889 www.teampain.com info@teampain.com



OVERVIEW



CITY OF ARVADA, COLORADO - 42,000 sq. ft.

Team Pain is a skate park specialist with over 30 years experience working nationally and internationally developing custom skate parks and skate structures for municipal and government agencies, communities, private sector and professional skateboarders and bmx riders.

The company is comprised of experienced skateboarders and this dedication to the sport coupled with the modern design principles and unrivaled craftsmanship held by each member, have dedicated the team to providing highly functional; custom skate park facilities.

Team Pain specializes in three mediums of custom skate structures; concrete skate park facilities, indoor wood facilities and specialty structures for professional riders. Many years of experience and developed knowledge have given the company an ability to work with municipalities around the world by providing design and construction services of concrete skate park facilities since 1997. This stems from over 30 years experience the company has with professional riders for extremely challenging "first-ever" structures that push the limits of skateboarding, numerous private training facilities for core industry companies, as well as, televised media events.

By taking into consideration all skaters, from top professional to novice, the approach is to create a unique and one of kind skate park facility that is not only innovative and challenging, but encourages the personal advancement of any individual who experiences a Team Pain Skate Park.

CORPORATE SNAPSHOT

- Owner and Principal is Tim Payne, possessing over 30 years of skate park experience
- Team Pain Enterprises, Inc. incorporated in the State of Florida on January 30, 1997, with no changes in ownership
- Team Pain Enterprises, Inc. established a Certified Trade Mark on the official date of February 21, 2006
- Team Pain is licensed, insured and bonded
- 25 employees, consists of experienced skaters and touring professionals
- Extensive municipal experience
- Extensive skateboard industry experience

EXPERTISE



TEAM MEMBER, JOE FERNANDEZ, FACILITY TESTING

Team Pain's modern design principles are the direct result of the skateboarding experience each team member has. We have continuously implemented and perfected our method, collectively as a team, to produce cutting edge concrete skate parks. One of the most critical issues brought to this industry is the importance of well designed and built skate parks. By nature, skate parks are in itself an art form. The radius', heights, slopes and locations of each element requires precise coordination produced by an experienced team of skateboarders, to create a park that the users will get the most enjoyment of. As the Skate Park Specialist, we utilize our experienced personnel in the design concepts of the skateable features to the actual construction of these features, allowing the company to deliver high quality; custom skate parks, on-line quickly and within budget.

"I haven't seen many firms that so completely combine their vocation and passion together." -- John Oswald, Construction Project Manager. City of Colorado Springs.

Team Pain's philosophy has always been to work with the client to maximize their overall budget to allow for an accommodating facility. We feel that our success in this industry is derived by our free spirited; skateboarding roots, the rare camaraderie between skateboarders across the world and our professional manner in which we accomplish every project.

AWARDS & RECOGNITION

- 2014-2015 Project of the Year "Structures" - Florida West Coast Branch American Public Works Association
- "2014 Build It Award" - FL Ch. American Planning Assoc. Lakeland Skate Park
- May 2012: Wall Street Journal "The Architect of Awesome Ripping"
- March 2012: Denver Westword News voted Arvada Skate Park "Best Skate Park in Colorado"
- 2011 Starburst Award - Lafayette, CO Skate Park
- 2010 Award of Excellence from American Concrete Institute - Lafayette, CO Skate Park
- 2010 Starburst Award - Steamboat Springs, CO Bear River Skate Park
- March 2010: Denver Westword News voted Roxborough Skate Park "Best Skate Park in Colorado"
- April 2009: "The 10 Best of Everything Families" publication National Geographic
- March 2009: Denver Westword News: Colorado Springs, CO "Best Skate Park in Colorado"
- January 2007: Tim Payne: Florida Skater "Hall of Fame"
- August 2006: Time Magazine: "It's All In The Swoop"

- 2002: "Merit Award for Design" by the American Society of Landscape Architects Aspen Skate Park

- January 2002: Tim Payne acknowledged with a "Lifetime Achievement Award" from SPAUSA

- 2003: Team Pain "Recognition for Outstanding Work" by Concrete Disiples & Skates Park Assoc. USA

- June 2003: Tim Payne: "Lifetime Achievement Award" from FloridaSkater.com

KEY RESUMES



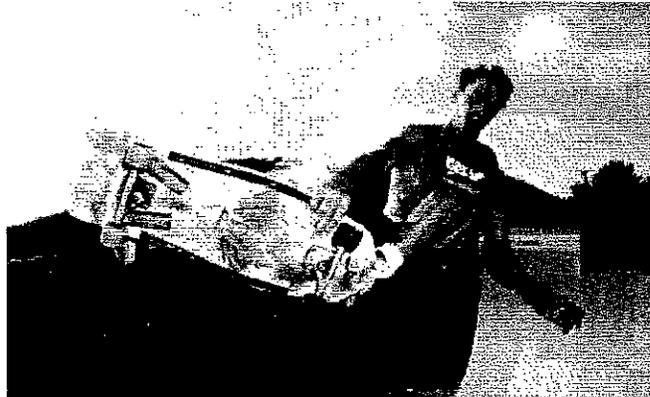
TEAM PAIN
SKATE PARKS

TIM PAYNE
FOUNDER | PRESIDENT

BRIEF HISTORY

Team Pain's Founder & President, Tim Payne is renowned for his 30 + years of continuous contribution to the skate park industry. Since his humble beginnings growing up in Orlando and building skate ramps in the late 1970's, Mr. Payne has only had one profession and that is designing and building skate parks. His many years of skateboarding experience coupled with his unique design and construction capabilities has made Mr. Payne a leader in the skate park industry. He has personally designed and built over 200 skate facilities worldwide and has received Lifetime Achievement Awards, inductions into Industry Hall of Fames and interviews and articles in prestigious publications.

When forming Team Pain in 1997, Mr. Payne knew the only way to continue producing high quality, one of a kind custom skate parks was to ensure everyone in the company was an expert at skating. With the exception of a few administrative staff, every Team Pain member has a minimum of 10 years skateboarding experience. This quality coupled with extensive design knowledge and meticulous craftsmanship contributes to the overall core understanding of how the design and final product is achieved to develop a true custom skate park that the users will get the most enjoyment of for years to come. Mr. Payne, his staff and colleagues work closely with communities, municipalities, general contractors, architects, engineers and professional skateboarders to develop a one of kind Team Pain skate park.



AWARDS & RECOGNITION

- May 2012: Wall Street Journal "The Architect of Awesome Ripping"
- March 2012: Denver Westword News voted Arvada Skate Park "Best Skate Park in Colorado"
- 2011 Starburst Award - Lafayette, CO Skate Park
- 2010 Award of Excellence from American Concrete Institute - Lafayette, CO Skate Park
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- 2002: "Merit Award for Design" by the American Society of Landscape Architects
- January 2002: Team Pain Award of Excellence in Skate Park Design
- January 2002: Tim Payne acknowledged with a "Lifetime Achievement Award" from SPAUSA

• 2002: "Merit Award for Design" by the American Society of Landscape Architects

• January 2002: Team Pain Award of Excellence in Skate Park Design

• January 2002: Team Pain Award of Excellence in Concrete Skate Park Design & Construction

KEY RESUMES



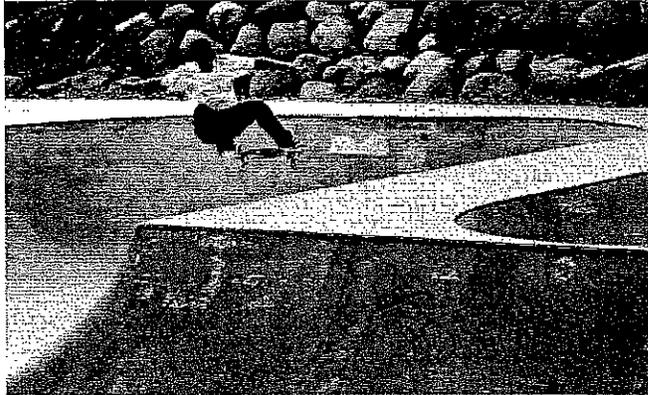
TITO PORRATA

SALES | DESIGNER

BRIEF HISTORY

Tito Porrata joined Team Pain in 2002. Tito's skating ability lead to judging and organizing various skate contests and events while working for several skate retailers in Florida. He eventually transferred to New York City to pursue and study art at which time he was also offered a position as retail buyer and product manager for various skate companies. With his retail experience with skate shops, he began training management for new pop up retail skate stores throughout the New York City area. During this time he also began working for Team Pain on several projects which than lead him back to Florida to join Team Pain on a permanent basis.

Today, Tito's dedicated passion and understanding for skateboarding has positioned him into lead designer for the company which includes conceptual designs, detail specifications, presentations and consultations for proposed projects. In addition, he also works behind the scenes ensuring Team Pain projects are run smoothly. His attention to detail, sales background and dedication to the company is an invaluable asset to the company.

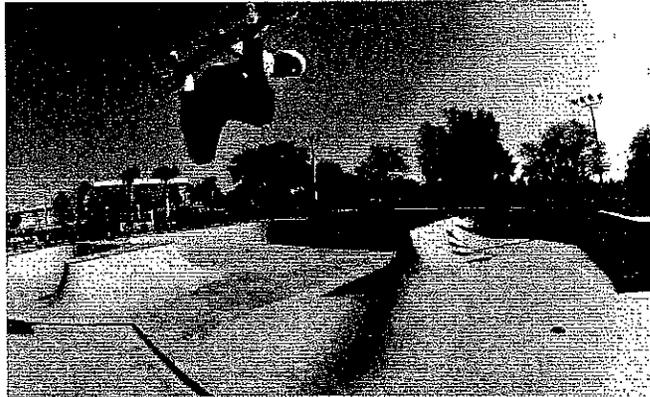


PROJECT EXPERIENCE

- City of Golden, CO -- Design
- City of Aspen, CO -- Design
- Hillsborough County, FL -- Design and Administrations
- City of Arvada, CO -- Design and Administrations
- City of Lafayette, CO -- Design and Administrations
- City of Broomfield, CO -- Design and Administrations
- City of Steamboat Springs, CO -- Design and Administrations
- Village of Roxborough, CO -- Design and Administrations
- City of Colorado Springs, CO -- Design and Administrations
- City of New Tampa, FL -- Design and Administrations
- Charlotte County, FL -- Design and Administrations
- City of Jacksonville, FL -- Design and Administrations
- St. Lucie County, FL -- Design and Administrations
- City of Antwerp, Belgium -- Administrations
- City of Dunedin, FL -- Administrations
- City of Milton, FL -- Design and Administrations
- Woodward Camp, PA -- Design and Administrations
- City of Kortrijk, Belgium -- Administrations
- City of St. Petersburg, FL -- Design and Administrations
- Woodward West, Tehachapi, CA -- Administrations
- City of Powell, OH -- Consultation, Design and Administrations
- City of Sarasota, FL -- Consultation, Design and Administrations



RESUMES



JAMES HEDRICK

SENIOR CONSTRUCTION PROJECT FOREMAN | DESIGNER

Brief History

James Hedrick joined Team Pain in 1997. His professional skateboarding experience and eagerness to learn the skate park construction trade, was paramount to Team Pain. James' recognition by the skateboarding industry, allowed him to become a sponsored skater for many companies over the years. These experiences naturally developed his knowledge of the various skating elements available which sparked his interest in skate park design. Being an avid skater for many years, he did not want to just design skate parks, he wanted to learn how to build them. With years of learning invaluable construction techniques, he quickly became a crew leader for Team Pain project sites.

Today, James is at the forefront of concrete skate park design and construction, combining his efforts with the design team and following through to the final product, to produce many award winning concrete skate parks. James manages and oversees all aspects of the concrete project sites, in addition to working hands on during the construction process. James attention to detail and ensuring the end product goes beyond expectations of the users, is a trait that Team Pain is very proud of.

HIGHLIGHTED EXPERIENCE

- City of Pueblo, CO
- City of Apex, NC
- City of Breckenridge, CO
- City of Loveland, CO
- City of Gunnison, CO
- City of Wheat Ridge, CO
- City of Arvada, CO
- City of Lafayette, CO
- City of Broomfield, CO
- City of Arvada, CO
- City of Steamboat Springs, CO
- Village of Roxborough, CO
- City of Colorado Springs, CO
- St. Lucie County, FL
- Charlotte County, FL
- City of Jacksonville, FL
- City of Antwerp, Belgium (II)
- City of Naples, FL
- City of Dunedin, FL
- City of Cocoa Beach, FL
- Woodward West, CA
- City of Tallahassee, FL
- City of Antwerp, Belgium
- City of St. Petersburg, FL
- City of Powell, OH
- City of Mason, MI
- City of Aspen, CO
- City of Kortrijk, Belgium
- Town of Silverthorne, CO

• City of Lansing, MI

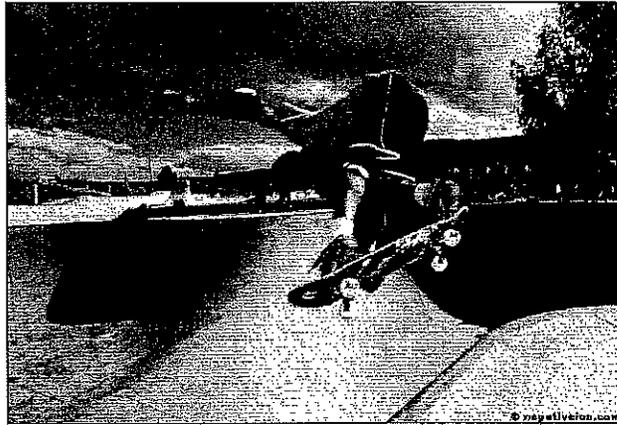
• City of Asheville, NC

• Town of Ocean City, MD

• Town of Silverthorne, CO



RESUMES



CURT BAKER
CONSTRUCTION PROJECT FOREMAN

Brief History

Curt joined Team Pain in 2007 after several years of building skate parks with other skate park firms out west. He resides in Port Orange, Florida and has been an avid skateboarder for over 30 years. Curt became a professional skateboarder and was sponsored by companies like Alva Skateboards and Bones Wheels to name a few. His skating expertise and creativity along with his background in construction techniques meshed well with Team Pain's design-build philosophies.

Today, he manages and oversees all aspects of the concrete project sites, in addition to working hands on during the construction process. Curt's attention to final details and ability to resolve issues that may arise, made him an ideal Project Foreman. He has worked on many projects for Team Pain throughout the United States and overseas and we are proud to have him as part of the Team.

HIGHLIGHTED EXPERIENCE

- City of Tampa, FL
- Orange County, FL
- Town of Apex, NC
- City of Jackson Springs, FL
- City of Port Orange, FL
- City of Lakeland, FL
- City of Gunnison, CO
- City of Virginia Beach, VA
- City of Bradenton, FL
- Hillsborough County - Brandon
- Hillsborough County - Apollo Beach
- City of Northglenn, CO
- City of Lafayette, CO
- City of Broomfield, CO
- City of Arvada, CO
- City of Steamboat Springs, CO
- Village of Roxborough, CO
- City of New Smyrna Beach, FL
- City of Colorado Springs, CO
- St. Lucie County, FL
- Charlotte County, FL
- City of Jacksonville, FL
- City of Dunedin, FL
- City of Milton, FL
- City of Antwerp, Belgium (IL)
- City of Naples, FL

RESUMES



VICKSTROM ENGINEERING SERVICES, INC.
DANIEL M. VICKSTROM, P.E. - PRINCIPAL

The principal of the firm, Daniel M. Vickstrom, P.E. has over 32 years of experience in the civil engineering consulting field. Mr. Vickstrom has prepared the site development plans for numerous parks, municipal, residential and commercial sites; designed stormwater management facilities to serve developments, and designed water and wastewater systems. He has obtained permits from the local municipalities, as well as, State permitting agencies, including Water Management Districts, FDEP, and State Health Departments.



Specific Skate Park Design Experience:

Mr. Vickstrom has been involved in numerous skate park design, permitting and construction projects with Team Pain. While with his previous firm, he served as the Engineer of Record for the following Skate Parks projects:

- **Lake Vista Park Skate Park, City of St. Petersburg**
- **New Tampa Community Center Skate Park, City of Tampa**
- **Stirling Skate Park, M.L. King, Jr Recreation Center, City of Dunedin**
- **Fleishman Skate Park, City of Naples**
- **East Providence Skate Park, Hillsborough County**
- **Apollo Beach Skate Park, Hillsborough County**
- **Lake Bonny Skate Park, City of Lakeland**

Under Vickstrom Engineering Services, Inc, he has been the Engineer of Record for:

- **Jackson Springs Skate Park, Hillsborough County**
- **Jacksonville Beach Skate Park, City of Jacksonville Beach**

Other Representative Projects:

Parks and Recreation:

Civil engineer of record responsible for the site design of parks and recreation facilities. Prepared construction documents including site plan, paving and grading plan, storm water management plan, and utility plan. Obtained permits for construction from water management district and FDEP. Projects include:

- Lowry Park Zoo Vet Clinic, Tampa
- New York Yankees Minor League Training Facility Field Renovations
- New York Yankees Minor League Training Facility Dining Pavilion
- Mirror Lake Park Improvements, St. Petersburg
- Boyd Hill Tram Station & Trailhead Pavilion, St. Petersburg
- Gardenville Recreation Center Renovations, Gibsonton
- Gladden Park Teen Center Addition, St. Petersburg
- Jackson Springs Recreation Center Addition, Town N Country
- Lake Vista Recreation Center Addition, St. Petersburg
- Rio Vista Park, St. Petersburg

EDUCATION:

Virginia Polytechnic Institute and State University
Masters in Business Administration, 1982

Virginia Polytechnic Institute and State University
Bachelor of Science in Civil Engineering, 1980

REGISTRATIONS:

Professional Engineer #46090 (Florida) 1992

RELATED PROJECT EXPERIENCE:

Over 32 years of experience in civil engineering

AREAS OF QUALIFICATIONS INCLUDE:

Site Design and Permitting
Stormwater Management
Design and Permitting
Utility Design and Permitting
Surface Water Hydrology and Hydraulics

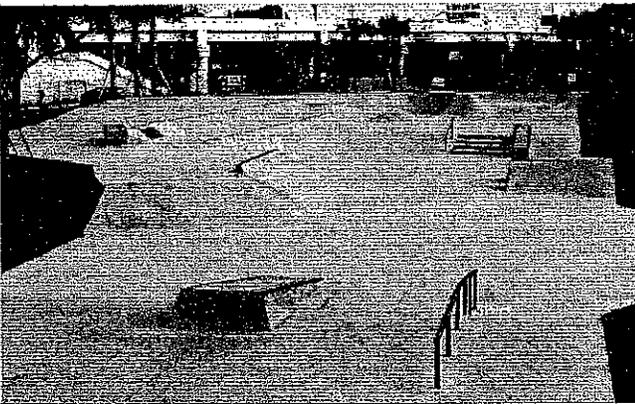
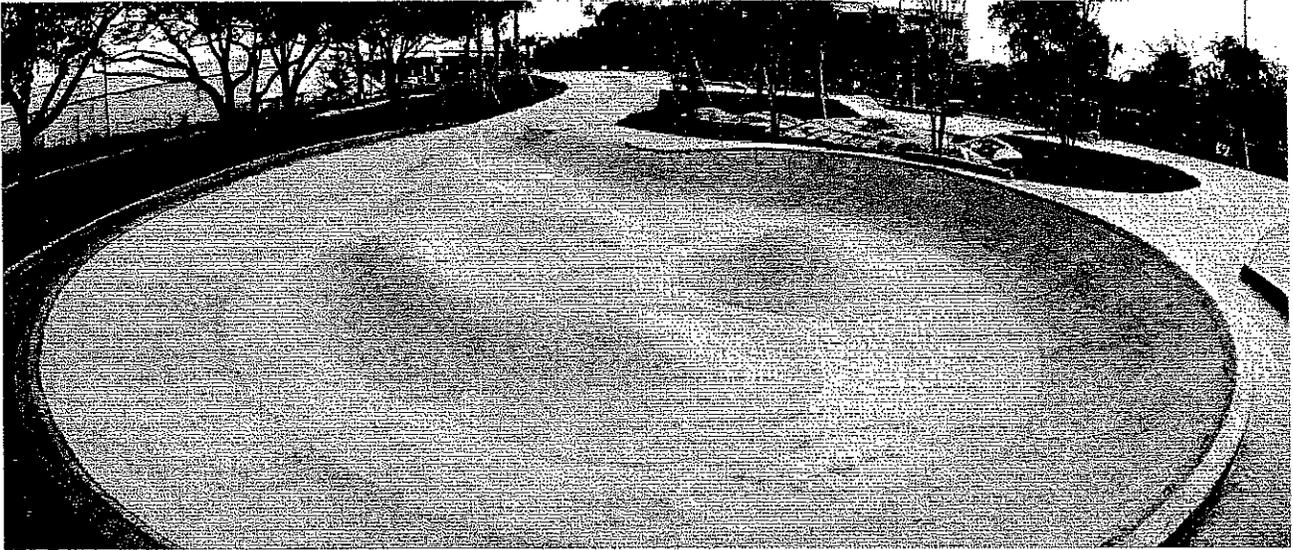
PAST PROJECTS

Highlighted Skate Park Projects

**** Team Pain has completed 29 successful municipal concrete skate parks in the State of Florida.**

Location	Completed	Size	Features
City of Tampa, Florida-Perry Harvey Park	January 2016	16,750 sq. ft.	Replica of "Bro Bowl" & new street
Orange County, Florida	November 2015	8,000 sq. ft.	Street, bowl hybrid
City of Pueblo, Colorado	October 2015	23,000 sq. ft.	Street, bowls, transition hybrid
Town of Apex, North Carolina	August 2015	18,000 sq. ft.	Street, bowl
City of Zephyrhills, Florida	January 2015	8,000 sq. ft.	Bowl, street
Town of Breckenridge, Colorado	October 2014	18,000 sq. ft.	Bowls, Snake Run, Street, Art Elements
City of Loveland, Colorado	September 2014	15,000 sq. ft.	Bowl, Snake Run, Street, Art Elements
City of Jackson Springs, Florida	January 2014	13,000 sq. ft.	Street, Ditch/flow hybrid
City of Port Orange, Florida	December 2013	13,000 sq. ft.	Renovation - Flow & beginners course
City of Lakeland, Florida	May 2013	25,000 sq. ft.	Street, Snake Run, Bowls, Sculptures
City of Gunnison, Colorado	November 2012	12,000 sq. ft.	Bowl, flow course, street
City of Virginia Beach, Virginia	October 2012	25,000 sq. ft.	Snake run, bowl, street course
City of Bradenton, Florida	August 2012	15,000 sq. ft.	Bowl, street
City of Wheat Ridge, Colorado	June 2012	12,000 sq. ft.	Bowl, street
Hillsborough County, Florida-Brandon	February 2012	11,000 sq. ft.	Bowl, street
Hillsborough County, Florida-Apollo	January 2012	12,000 sq. ft.	Street
City of Arvada, Colorado	December 2011	42,000 sq. ft.	Street, bowls, snake run, beginner
City of Northglenn, Colorado	July 2011	16,000 sq. ft.	Bowl, cradle, street
City of Lafayette, Colorado	December 2010	19,000 sq. ft.	Pool, bowl, snake run, street, beginner
City of Sunny Isles, Florida	December 2010	7,000 sq. ft.	Street
City of Broomfield, Colorado	June 2010	12,000 sq. ft.	Pool, bowl, street
City of Arvada, Colorado	April 2010	5,000 sq. ft.	Skate spot
City of Steamboat Springs, Colorado	November 2009	9,600 sq. ft.	Bowl, street
Village of Roxborough, Colorado	August 2009	15,000 sq. ft.	Pool, bowl, street course
City of New Tampa, Florida	April 2009	15,000 sq. ft.	Bowl, street/flow course
City of New Smyrna Beach, Florida	January 2009	8,500 sq. ft.	Street/flow course, pool
City of Colorado Springs, Colorado	November 2008	40,000 sq. ft.	Street course, plaza, pools, bowls
City of Jacksonville, Florida	June 2008	8,000 sq. ft.	Street / flow course
St. Lucie Co. - Ft. Pierce, Florida	April 2008	13,000 sq. ft.	Street course with snake run
City of Antwerp, Belgium	November 2007	10,800 sq. ft.	Pool, bowl, full pipe
City of Dunedin, Florida	August 2007	10,500 sq. ft.	Pool, Bowls, Street obstacles
Charlotte Co. - Englewood, Florida	June 2007	18,000 sq. ft.	Bowls, Snake Run, Street
City of Milton, Florida	January 2007	8,000 sq. ft.	Bowl, hybrid street, snake run
City of Antwerp, Belgium	September 2006	9,300 sq. ft.	Street Course
City of Naples, Florida	July 2006	13,500 sq. ft.	Snake run, Pool, Bowl
City of Kortrijk, Belgium	October 2005	8,000 sq. ft.	Bowl, Cradle, flow course
City of Cocoa Beach, Florida	May 2005	13,400 sq. ft.	Flow Course, Bowl, Cradle, Street
Kona - Jacksonville, Florida	May 2005	Skate pool	Pool Renovation
City of Powell, Ohio	October 2004	18,000 sq. ft.	Pool, Street, Beginner, Flow Course
City of Sarasota, Florida	October 2003	25,000 sq. ft.	Flow Course, Bowl, Pool, Street
City of Oviedo, Florida	June 2003	30,000 sq. ft.	Flow Course, Bowl, Street
City of Mason, Michigan	August 2002	12,500 sq. ft.	Flow Course
City of Lansing, Michigan	May 2002	18,000 sq. ft.	Flow course, street
City of Tallahassee, Florida	January 2002	25,000 sq. ft.	Flow course, street
City of Asheville, North Carolina	August 2001	20,000 sq. ft.	Flow course, street, bowl, beginner
City of St. Augustine, Florida	April 2001	25,000 sq. ft.	Flow course, street, bowl
City of North Port, Florida	January 2001	14,500 sq. ft.	Flow course, street, bowl

PAST PROJECTS



Perry Harvey Park Skate Park aka Bro Bowl 2.0 Renovation

City of Tampa

Parks and Recreation Dept.
3402 W. Columbus Drive
Tampa, FL 33607

Contact:

Brad Suder
Parks & Recreation Superintendent of
Planning & Design
813-274-5177
brad.suder@tampagov.net

Size:

16,750 square feet
Original Bro Bowl re-creation, Street
Course addition

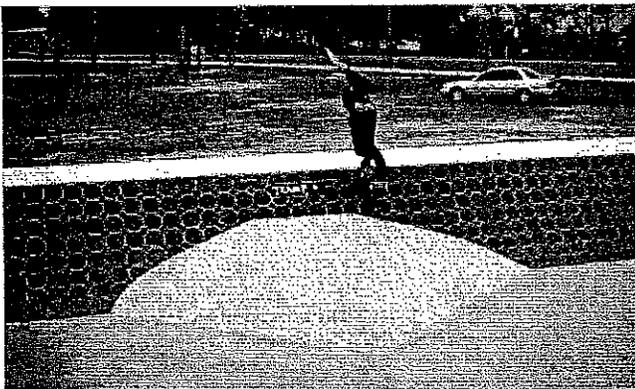
Construction Completion:

1/11/16

The Bro Bowl was originally built in 1978 in downtown Tampa and listed on the National Register of Historic Places in 2013. As part of an 11 acre \$6.95 million renovation to Perry Harvey Sr. Park, named for the local Civil Rights activist, a compromise was reached between the City of Tampa, local civil rights groups and the Skateboarding Heritage Foundation, for a new skate park. The compromise was that the Bro Bowl had to be replicated within the new skate park. This was accomplished by having engineers from the University of South Florida laser scan the bowl to get the exact points of the entire feature. A General Contractor was awarded the overall project and Team Pain was subcontracted for the specialty skate park work. What was once a 70's style downhill skate park, is now a new skate park honoring the original bowl replication in addition to a modern street

course allowing for various, more technical styles of skating, catering to the new generation of skaters. The bowl replica is still a slalom-style downhill bowl with slanted banks and bumps at the bottom. The street course contains stair sets, handrails, ledges, and more transition elements, as well. The staunch supporters of preserving the original bowl now acknowledge the benefits of the new skatepark providing for a diverse park that all disciplines and generations of skateboarders can enjoy together for years to come.

PAST PROJECTS



Florida West Coast Branch American Public Works Association - 2014/2015 Project Of the Year "Structures"

Zephyrhills Skate Park

City of Zephyrhills
39096 Alston Avenue
Zephyrhills, FL 33542

Contact:

Shane LeBlanc
Public Works Director
813-780-0022 x3561
sleblanc@ci.zephyrhills.fl.us

Size:

8,000 square feet
Street course and Bowl

Construction Completion:

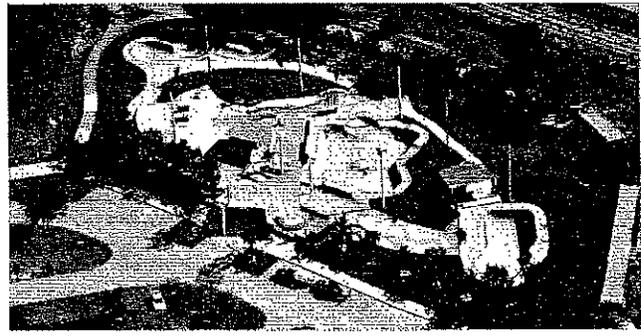
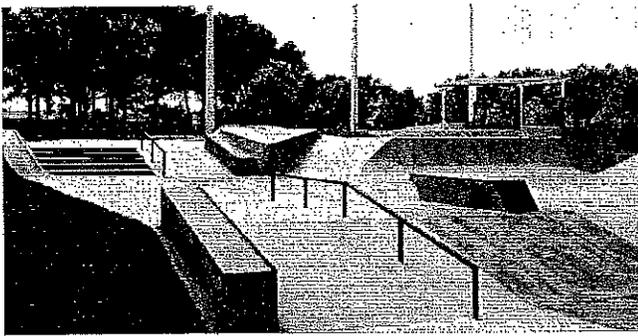
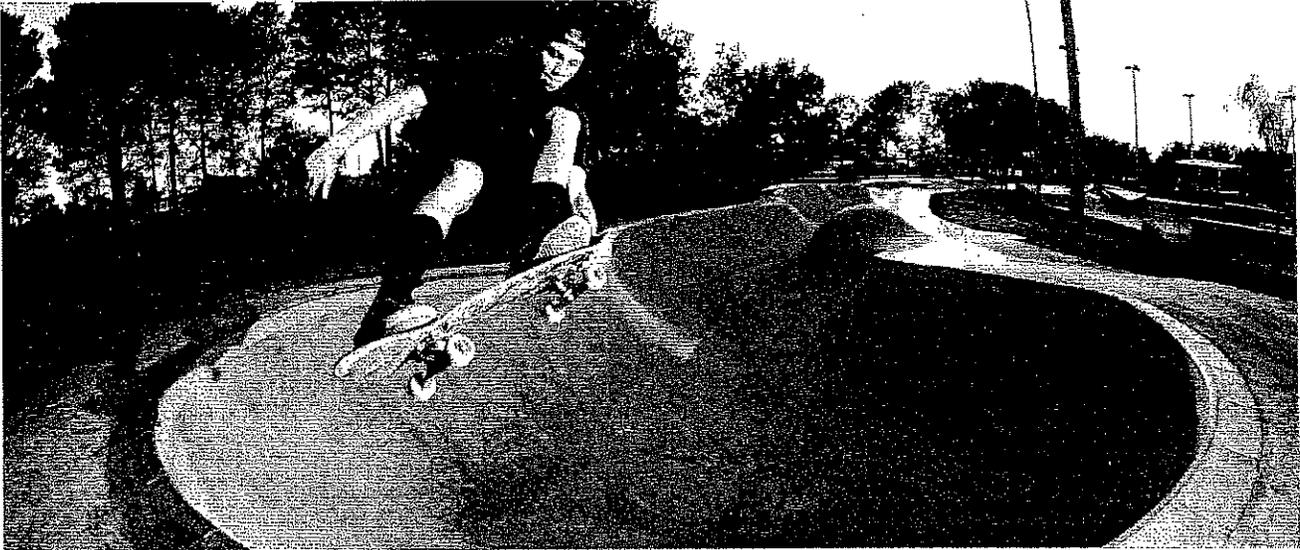
1/8/15

The City of Zephyrhills Florida is a very small town located in the middle of the state between Orlando and Tampa. The area only had a steel constructed skate park that was falling apart so the City needed an upgrade. The community rallied up the city, who dedicated a budget to provide a small skate spot/skatepark for the community. They sent out a nationwide bid for the design and construction of a new concrete skate park. Our Team was awarded the project and we partnered with a local general contractor and worked with the city's own engineer, under a continuing services contract, to secure as many funds as possible to go towards the actual construction of the new facility. We conducted multiple public input sessions for design development. The community desired both street and transition elements, but their budget was just shy of properly providing their needs. With the city's support, the community applied and was

awarded the Tony Hawk Foundation grant. Team Pain reached out to vendors for donations and used the media to help spread the word to help expand the skatepark! The world renowned Skatepark of Tampa also donated a Skate Art feature and the City transported the piece. Together the project was able to grow in size to an 8,000sf skate park.

The bowl is a multi-level bowl with pool, tile and steel coping, escalators, extension, 5 corners and two awesome hips! The street course came out unreal! There are quarter pipes, hips, china banks, textured banks, the Skate art repurposed, tons of rails and ledges, jersey barriers, and on one of the rails an actual piece of rail road track was used that lines up with the train line a block away! Our Team is very proud of the end result for both its community effort and functional design.

PAST PROJECTS



"2014 Build It Award" - from the Heart of Florida Section - Florida Chapter of the American Planning Association

Lake Bonny Skate Park

City of Lakeland
800 US 98 South
Lakeland, FL 33801

Contact:
Pamela Page
Deputy Director of Parks & Recreation
863 834-6088
pam.page@lakelandgov.net

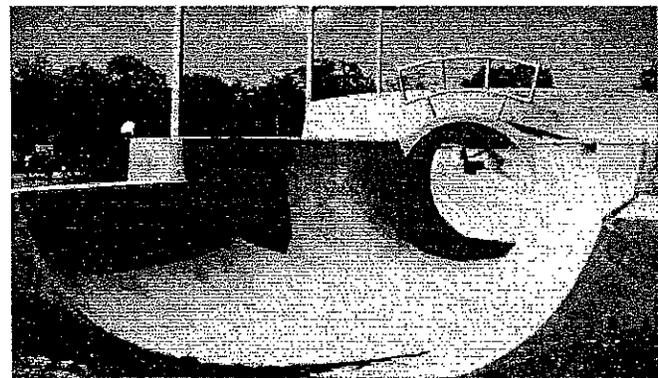
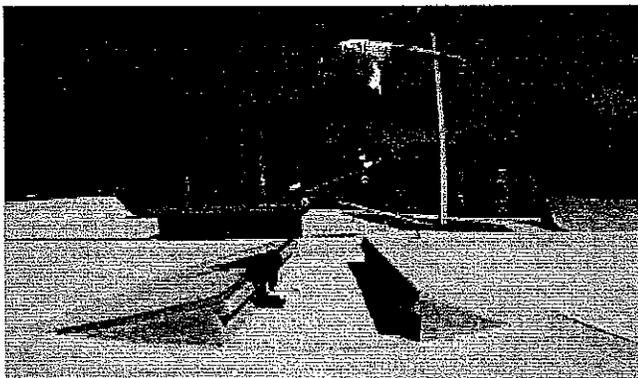
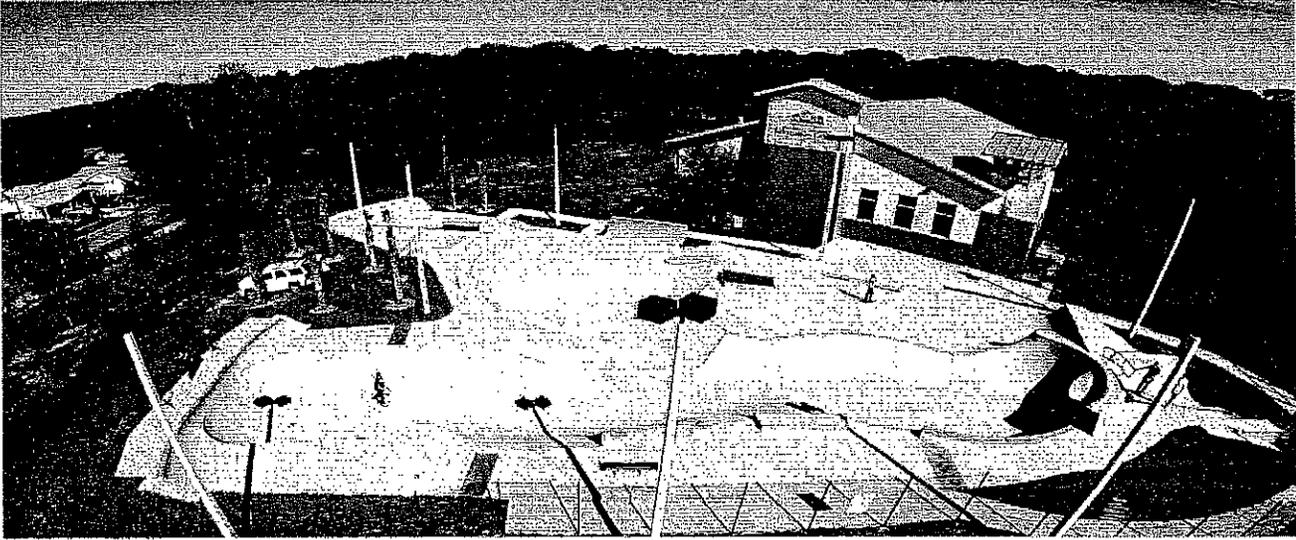
Size:
25,000 square feet
Street Plaza, Obstacles, Snake Run,
Bowls & Sculptural Elements

Construction Completion:
4/24/13

This project was an inspiration for the dedication the City of Lakeland had for their community of skaters. The force behind it was Deputy Director of Parks and Recreation, Pam Page. From the moment the City said go; it was all positive vibes to say the least. A General Contractor was awarded the overall project and Team Pain was subcontracted for the specialty skate park work. Vickstrom Engineering was also brought in as the team's engineer. From the colored concrete and the granite ledges this park packs a punch. Located in the heart of Lakeland, Florida the community was asking for a well rounded park. Through community input meetings we worked together with the community and City to produce a multi level destination park for all disciplines.

This park is broken up into 4 main skating areas. The Advanced bowl is a multi level bowl with hips that allow for big airs and transfers. The Intermediate bowl has many elements like; hips, extensions, transitions to bank to walls, escalators and mogul all lining up perfect for continuous momentum. The Street Course has ledges, Jersey barricades, multi manual pads, granite, manual pads and flat bars, banks, step ups, stairs and handrails and a little mini ramp. Last but not least is the Snake Run featuring pool coping and tile in the deep end, mini spine, hips, ledges, metal coping, concrete spine edge and bump to bump roll in. The City change ordered for additional decorative concrete seating benches within the skate park.

PAST PROJECTS



Jackson Springs Skate Park

Hillsborough County
8620 Jackson Springs Rd.
Tampa, FL 33615

Contact:

Bill Hand - Hillsborough County
Project Manager - Facilities Mgmt.
813-307-1034
HandW@HillsboroughCounty.ORG

Size:

13,000 square feet
Ditch, Street Course,
Tunnel with Mini Ramp

Construction Completion:

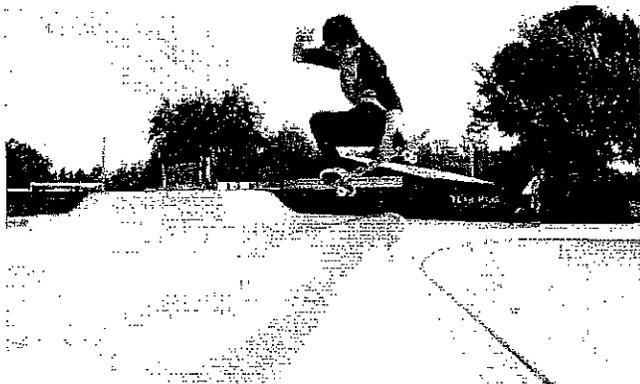
1/22/14

Hillsborough County, Florida had no skate parks in their system, so they did an independent study to determine the need, countywide. Hillsborough County has a very high population with some internationally recognized cities including Tampa. Based on the study, it was determined that a County wide master plan for three skate parks was necessary. Each skate park would be classified as a "community skate park" with a size of approximately 10,000sf to 13,000 sf each. Under separate bids, Team Pain was fortunate to provide the community input services, design and construction for each of the parks.

From the public input meetings, the local community expressed a strong need for a skate park that had good street elements

along with fun transition elements with a mix of unique banks and structures that resemble a roadside ditch. A "ditch" has always been a skater's destination to skate that pre-dates modern skate parks. So with such requests our team responded with a very unique designed skate park that is laid out into the shape of a "V". One strip is all street containing various ledges, embankments and rails with the other resembling a ditch/mini ramp concept. Connected in the center, the entire skatepark can be skated as one flowing park or separately. Additionally, the park features a skate tunnel that you can skate over and through to the back side which contains a mini ramp. This feature alone is unique to the area and the entire park has become a clear destination for the region.

PAST PROJECTS



Port Orange Skate Park Renovation

City of Port Orange
4655 City Center Circle
Port Orange, FL 32129

Contact:
Susan L. Lovallo - City of Port Orange
Parks & Recreation Director
386-506-5852
slovallo@port-orange.org

Size:
13,000 square feet
Flow Course, Beginners Flow Course,
Street Elements

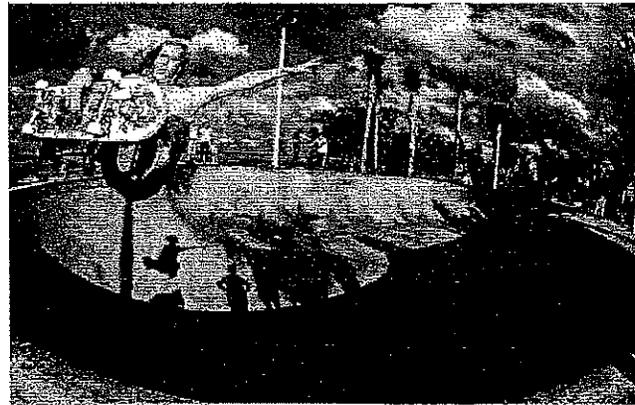
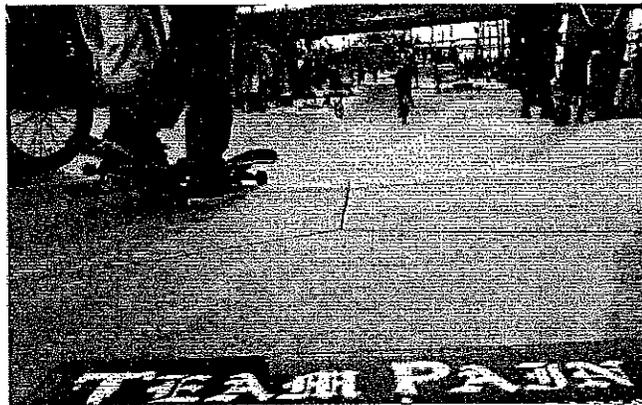
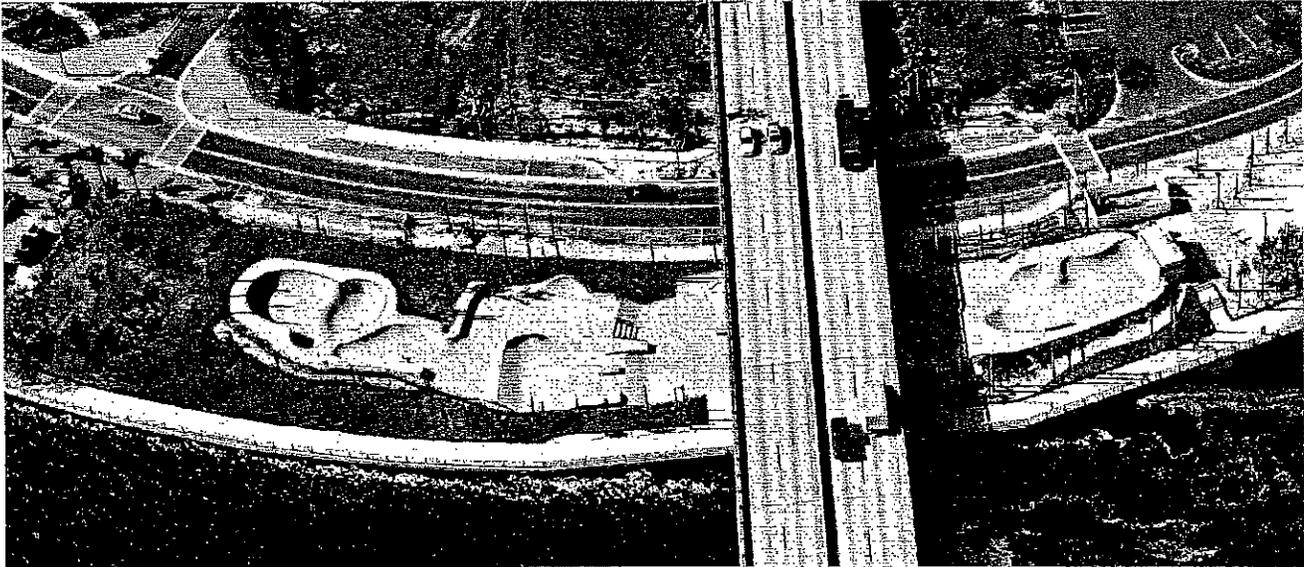
Construction Completion:
12/14/13

In August of 2001 the City of Port Orange, Florida built their first public skate park. Unfortunately, this park was designed and built by a contractor with no skate park experience. When they asked for our help on giving their park a face lift, we put together a renovation proposal that the city council voted unanimously in favor of.

Due to budget constraints we needed to implement value engineering in order to make this park not just a cover up, but rather a completely new and unique destination for skaterboarders all over the state. We worked with the Public Works Department on recycling items from the existing park, as well as, from their stock yard to incorporate unique and some sentimental features into the design. We used parts of the existing park benches to make mosaic "love seat" panels in the flow course. In addition, we

also included an old fire hydrant, painted it up and made it a recognizable feature within the park. This park features a multi-leveled flow course, a beginners flow course, street elements such as flat rails, ledges, hubbas and a pole jam that all make for a park that has a little something for everyone to enjoy and more importantly is very skateable now!

PAST PROJECTS



Bradenton Riverwalk Skate Park

Bradenton Downtown Development
Authority
154 Waterfront Drive
Bradenton, FL 34205

Contact:

David Gustafson - Ex. Director
Bradenton Downtown Development
Authority
941-932-9439

Size: 15,000 square feet

Street plaza, obstacles, snake run, bowls &
sculptural elements

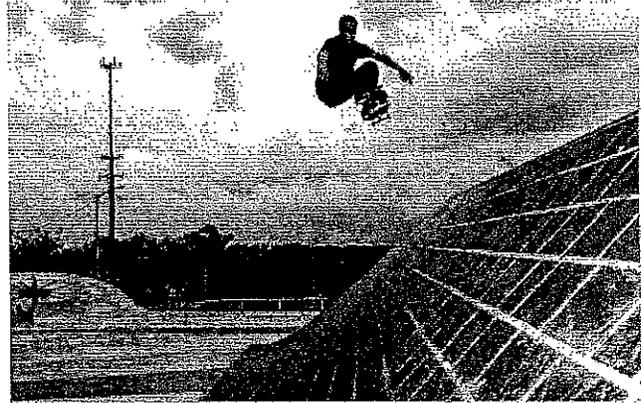
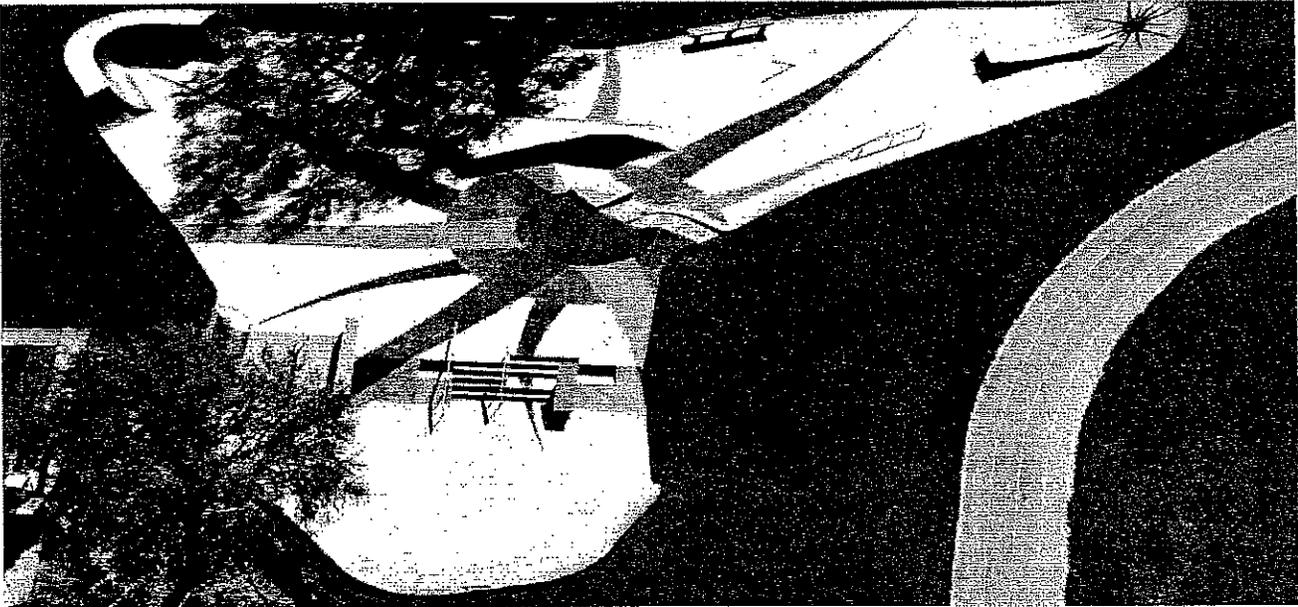
Construction Completion:

8/2/12

Bradenton, FL had a community driven skate park project that was part of the Downtown Development Authority's revitalization plan for Bradenton Riverwalk Park. Riverwalk Park is located along the Manatee River. This \$6.2 million project transformed Bradenton's riverfront into a 1.5 mile long signature attraction for residents, tourists and commercial businesses. The skate park was designed by Team Pain and Kimley-Horn & Associates. Numerous public charettes were held to solicit input from a broad spectrum of residents, businesses and government officials. In addition, coordinating with Realize Bradenton, a local organization committed

to promoting the art, culture and heritage of downtown Bradenton, an on-line survey was completed by over 1,400 individuals. All of these master planning efforts were completed with the intent of creating a facility in which the community had a sense of ownership. The skate park is located partially under a bridge along the Manatee River and contains: multiple ledges, hips, manual pads, stairs and rails, 3 pieces of granite, moguls, a mini flow bowl with vert wall and a pool with tile and pool coping. The skate park has been one of the outstanding features visited by residents as well as tourists traveling through.

PAST PROJECTS



Apollo Beach Skate Park

664 Golf and Sea Blvd.
Apollo Beach, FL 33572

Contact:

Bill Hand – Hillsborough County
Project Manager
(813) 272-5810

Size: 12,000 square feet
Street Plaza and Obstacles

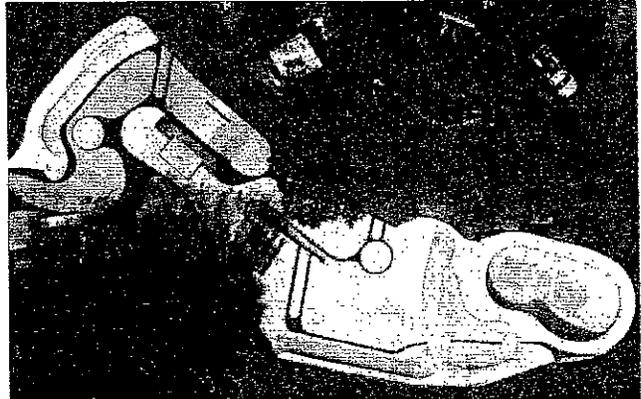
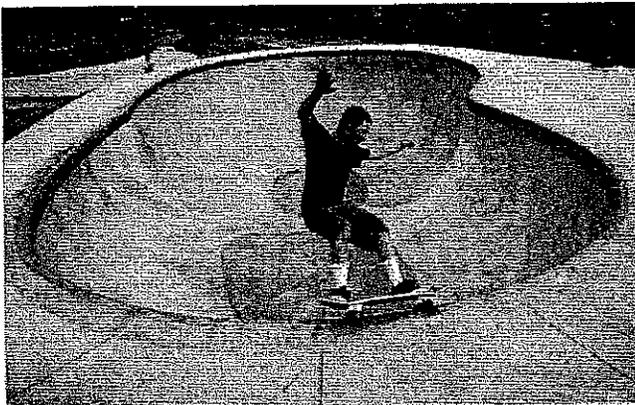
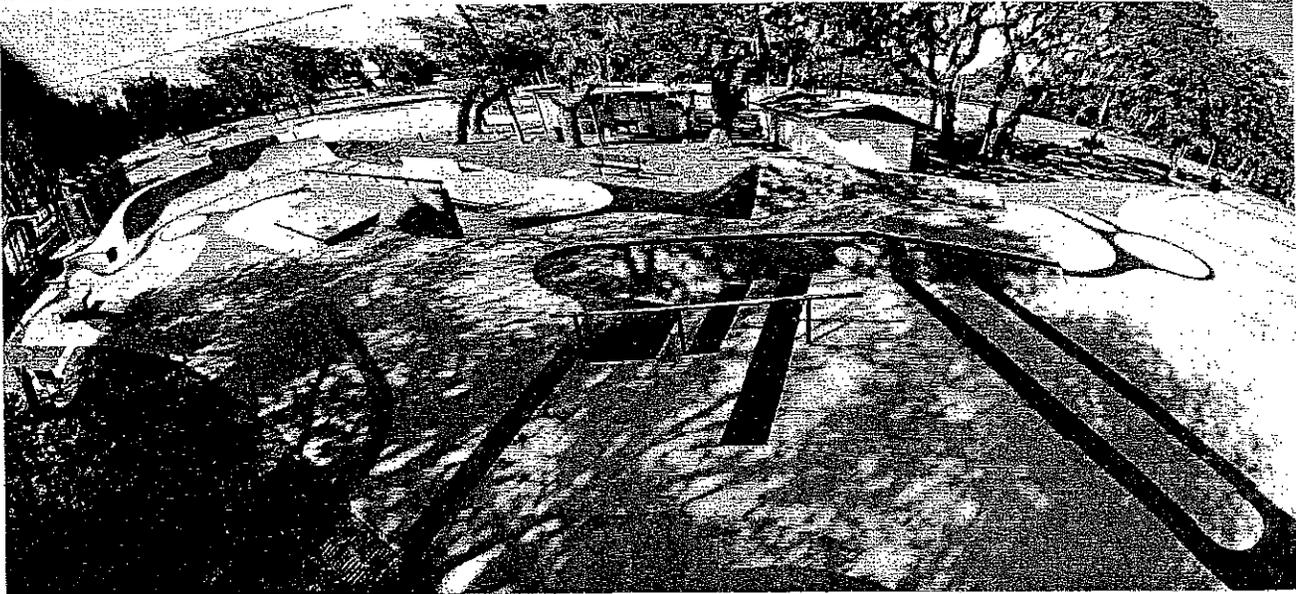
Construction Completion:
1/22/12

Hillsborough County, Florida and the skating community wanted more of a street plaza environment for their skate facility. Team Pain teamed with Charlotte Engineering to provide the plans. Team Pain provided community input meetings and conceptual designs to the engineer. A general contractor performed the site work and amenities while Team Pain performed the specialty skate park construction of the 12,000 square foot facility. The County also wanted to incorporate artistic features and was able to receive additional funds from an art grant. Team Pain designed the "sun"

layout and incorporated acid staining and black stamped brick patterns throughout the park, in addition to using granite and rocks to make the facility aesthetically pleasing.

The skate park contains: a step up, rock gap, multiple ledges, stairs and handrails, 3 granite elements that include a bench, ledge & ledge wall, jersey barrier, quarter pipe and hip, large bank and radius launch kicker.

PAST PROJECTS



Brandon Providence Skate Park

Hillsborough County
5720 Providence Rd
Riverview, FL 33578

Contact:
Bill Hand – Hillsborough County
Project Manager
(813) 272-5810

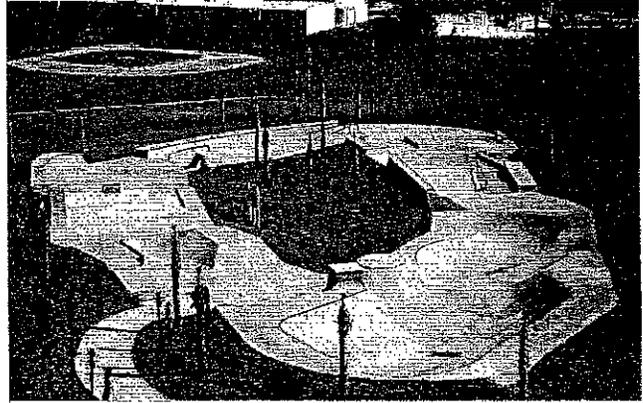
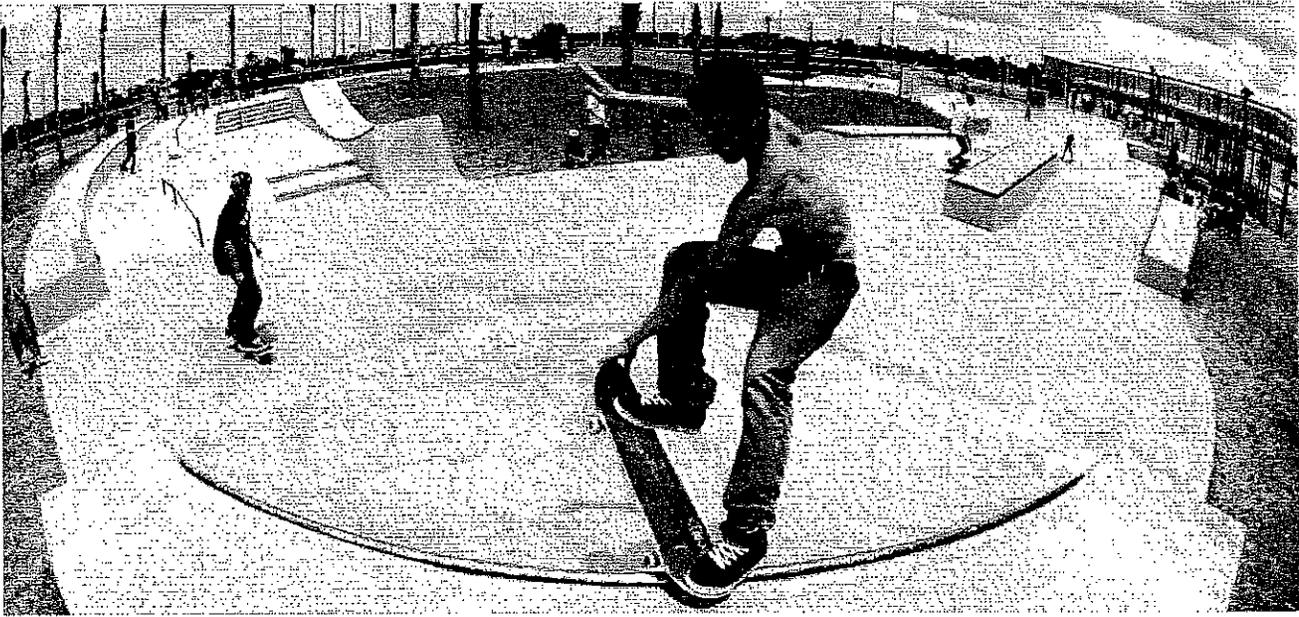
Size: Size: 12,000 square feet
Bowl and street plaza & obstacles

Construction Completion:
2/12/12

Hillsborough County, Florida Brandon's Providence East Skate Park was the 2nd skate park to be designed and built by Team Pain. The community wanted a deep bowl and street sections to accommodate different styles and levels of skating. Once again, Team Pain teamed with Dan Vickstrom, of Charlotte Engineering to provide the plans for the skate park. Like Apollo Beach Skate Park, the County wanted to incorporate artistic features and received additional funds from an Art Grant to develop a ribbon design throughout the park by incorporating colored concrete and acid staining.

The skate park contains: an 11 foot deep bowl with pool coping and tile. The street section contains a brick pyramid bank with a 3 inch flat bar on top, granite up-ledge, manual pad, stairs and handrails, step up, quarter pipe with extension, several moguls and various sized transition areas throughout.

PAST PROJECTS



Lawnwood Skate Park

St. Lucie County
2100 Virginia Avenue
Fort Pierce, FL 34953

Contact:

Mark DiMascio
Project Manager
(772) 462-2551

Size: 13,000 square feet
Street, Snake Run

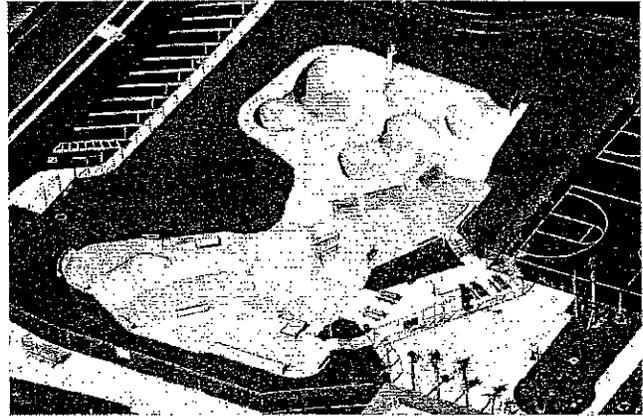
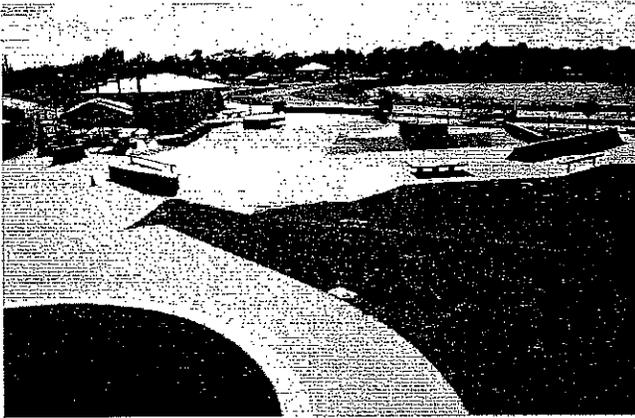
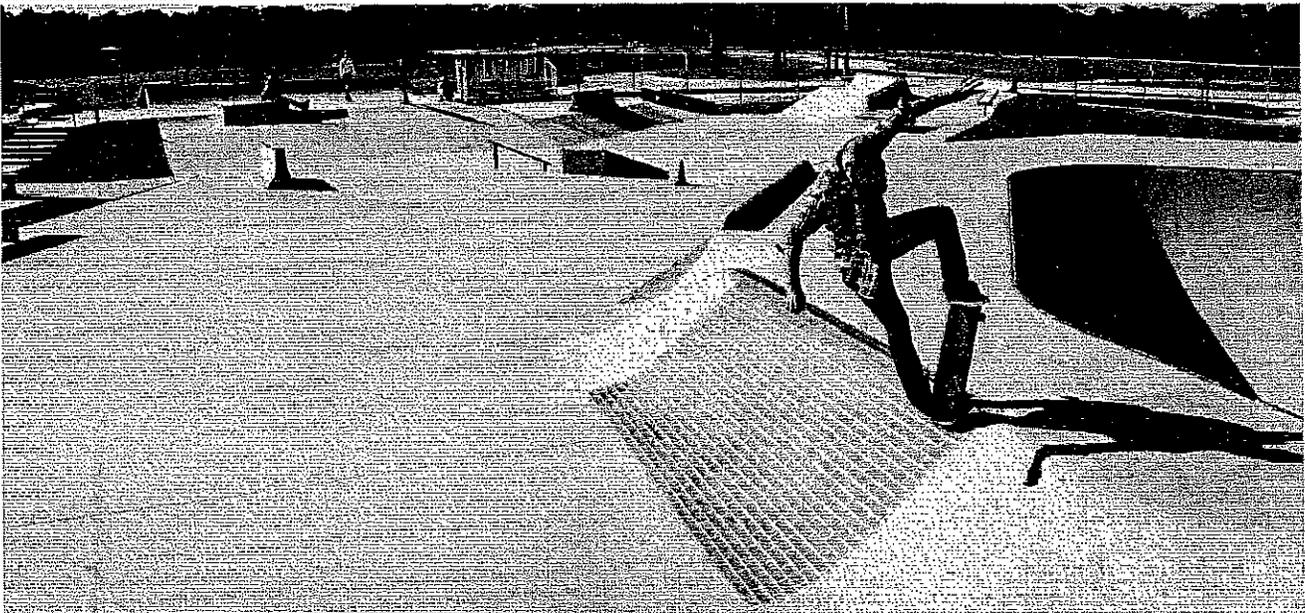
Construction Completion:
4/25/08

Located in Ft. Pierce, Florida, St. Lucie County contacted Team Pain to design and construct the Lawnwood Skate Park. Taking input from the local skate committee Team Pain was able to design a unique park using our innovative design/build process to ensure creativity throughout the construction process.

The 13,000 square foot skate park has a very organic flow design with beautiful green space complete with palm trees. The park features bank ramps, a step-up, a 4 flat 4 double stair set with a handrail and hubba, a brick bank with coping, a "ski jump" launch ramp with coping and a lot more just in the street

course. The park also features a snake run mixed with a warped bowl design, also very innovative and complete with a tombstone. Lawnwood Skate Park is very unique and truly a Regional Skate Park.

PAST PROJECTS



J.M. Berlin / Rotary Oyster Creek

Charlotte County
6791 San Casa Road
Englewood, FL 34224

Contact:

David Milligan
Director of Fiscal Services
(941) 743-1200

Size: 18,000 square feet
Concrete Bowls, Street Course & Snake Run

Construction Completion:
6/18/07

Charlotte County, Florida wanted to provide a well rounded skate facility to contain elements for all levels & types of skating for their community. The County contacted Team Pain to work with an engineer already contracted by the County in order to design the actual skateable surfaces. Team Pain provided community input meetings and conceptual designs to the engineer. The County then change ordered for Team Pain to perform the specialty skate park construction of a 15,000 square foot facility under a general contractor who was already contracted by the County to perform the site work and amenities. During

the middle of the project a private individual donated funds to expand the park an additional 3,000 square feet.

The 18,000 sf skate park features 2 concrete bowls complete with pool coping and tile, a snake run and a street section containing various banks with stamped brick, ledges, hubbas, stairs, rails, and much more for the avid street skater.

REFERENCE LETTERS



CITY OF ZEPHYRHILLS

"City of Pure Water"

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • Fax (813) 780-0005

GENE WHITFIELD
Mayor

CITY COUNCIL

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Council President

KENNETH M. BURGESS JR.
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LANCE A. SMITH

STEVEN F. SPINA
City Manager

LINDA D. BOAN
City Clerk

JOSEPH A. POBLICK
City Attorney

February 2, 2015

To whom it may concern,

Team Pain Skate Parks recently completed a custom design / build concrete skate park for the City of Zephyrhills.

My experience with Team Pain was outstanding. From the very beginning of the conceptual design, Tito Porrata from Team Pain engaged the youth of our community to seek their input and applied their suggestions into the final design.

The construction phase was equally impressive. Team leader Lance Spiker and his crew worked tirelessly to assure that the client was satisfied throughout the entire project. Their customer service and quality control standards are second to none.

Most importantly, the Team Pain staff are experienced skateboard enthusiasts and very passionate about what they do. Their experience from skate boarding blends into their design and construction methods. I'd compare our skate park to a fine piece of art, each component is custom designed, hand crafted and all components flow together for the best experience possible for the park user.

Our project was under budget and completed two months earlier than expected. Owners, Tim and Linda Payne are also very hands on throughout the entire process.

In closing, I highly recommend Team Pain Skate Parks to anyone who wishes to have a truly professionally designed and constructed skate park in their community.

Respectfully,

Shane J. LeBlanc,
Public Works Director

REFERENCE LETTERS



**Pamela Page | Deputy Director
Parks & Recreation Department**

pamela.page@lakelandgov.net

863 834.6088 (o)

863 860.3445 (m)

FAX 863/834.6071

May 29, 2014

Tito Porrata
Team Pain
890 Northern Way, Suite D-1
Winter Springs, FL 32708

Re: Lake Bonny Skate Park

Dear Tito,

We are so very grateful to you and all of Team Pain for the outstanding skate facility that your firm designed and built for the residents of and visitors to the City of Lakeland. Your group collaborated seamlessly with our local skate alliance, professional consultants, contractor, elected officials and city staff. The design process was fluid, we meshed our goals with skaters wants and developed a skate park that was built within budget, on schedule and still challenges the best of skaters. A win for all involved.

Our city staff can be very demanding as far as pushing the design envelope your team responded beautifully and was great to work with. We can honestly say that our skate park was designed by skaters, built by skaters for skaters! There isn't any part of the process that we would have altered.

We look forward to seeing what your team unveils with each new skate park that you take on. Please feel free to have anyone contact me with questions about our collaboration.

Sincerely,

Pam
Pamela Page
Deputy Director, City of Lakeland Parks & Recreation

228 S. Massachusetts Avenue ❖ Lakeland, Florida 33801-5086
Phone 863/834-6000 ❖ www.lakelandgov.net

REFERENCE LETTERS



BOARD OF COUNTY COMMISSIONERS

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Felene Maria

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Bonnie M. Wise

DEPUTY COUNTY ADMINISTRATORS
Lucia E. Casys
Sharon D. Suludan

February 20, 2013

Linda Payne
Team Pain Enterprises, Inc.
890 Northern Way
Suite D-1
Winter Springs, FL 32708

Re: Team Pain Skate Parks
Client Reference for Apollo Beach Skateboard Park and Brandon Skateboard Park

Dear Linda:

As the Hillsborough County project manager for the above two projects located in Hillsborough County, Florida, I would like to take the opportunity to express my appreciation for the excellent services provided by the Team Pain design and construction team headed by Tito Parrata and Tim Payne.

Although both projects were executed through different Design-Builders, your expert staff took the lead in assuring equally well-designed and unique projects, including your public art components at both. On a design-build project, "team player" is the key to averting disappointing results. Not only did your staff operate in a professional and efficient manner, they also excelled as a team player. They interfaced smoothly with the other design-build team members and end users, from initial public-input design charrettes, through construction and warranty services. Of particular note is the personal attention provided by your staff and timely follow-up through construction administration and warranty phases.

Of course, the positive response we have received from our public end users on our first two skateboard parks is most important in our continued consideration of your firm for future skateboard parks.

Should you have any further questions, please contact me at (813) 307-1034. Thanks.

Sincerely

William F. Hand, AIA
Project Manager
Facilities Management Services Department
Hillsborough County

Post Office Box 1110 • Tampa, Florida 33601

www.hillsboroughcounty.org

-An Affirmation About Equal Opportunity Through

REFERENCE LETTERS



Bradenton
Downtown Development Authority
www.ddabradenton.com

November 21, 2012

To Whom It May Concern,

I would like to take the opportunity to recommend Team Pain Enterprises Inc as a specialty skate park contractor for any park projects you might consider. Team Pain successfully used their knowledgeable and creative talents to construct our Skatepark as a center piece for the recently opened River walk Park project. They satisfied our project goal by providing a great, inviting addition to our city park that will compliment the surrounding area and draw skaters from all around.

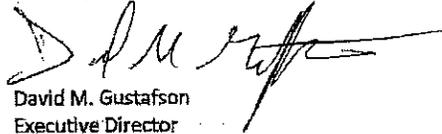
The Bradenton Downtown Development Authority revitalization project involved local influence and participation. Team Pain did an excellent job of incorporating skater input into their design through public input meetings and direct involvement with the community. They worked professionally with other project consultants and the general contractor to complete this large, intricately designed park.

From conceptual design throughout construction, Team Pain gave their complete effort to artfully create this skater's dream. Their process consisted of a series of public input meeting to formalize a design. Team Pain then worked with a local landscape architectural firm to finalize the construction documents. Their professionalism and ability to work well with other companies made the project process move along in a timely and orderly manner.

Team Pain Enterprises is a very talented group comprised of great designers and excellent craftsmen and highly motivated workers. Because all of the team members are skaters themselves, they were able to make modifications throughout the project to enhance the skating experience. Our community now has the privilege of enjoying this Skateable masterpiece.

Please do not hesitate to contact me if you have any questions.

Sincerely,


David M. Gustafson
Executive Director

Board of Directors

Chairman,
Gregory C. Green

Vice Chairman,
Verdon DeSear

Secretary/Treasurer,
Jim "Cork" Adler

Tom Seguin

Michele Weaver

Jason Bartz

Jayne Kocher

Kerry Ward

Executive Director,
David Gustafson

dgustafson@ddabradenton.com

Program Director,
Karen Kyser

kyser@ddabradenton.com

101 Old Main Street - City Hall • Bradenton, Florida 34205 • 941-932-9440 • Fax 932-9552

REFERENCE LETTERS

BOARD OF
COUNTY
COMMISSIONERS



PARKS &
RECREATION

DEBRA BRISSON
Director

October 13, 2008

To Whom It May Concern:

St. Lucie County Parks and Recreation Department has worked with Team Pain Skate Parks on the St. Lucie County Skate Park project. The project began on January 21, 2008, and was completed July 18, 2008.

Team Pain Skate Parks' personnel in all facets of the project were professional, thorough, knowledgeable and extremely efficient. The quality and quantity of their work performance was excellent and we were very pleased with their ability to adapt to the various changes that were made through the project completion.

St. Lucie County Parks and Recreation would work with Team Pain Skate Parks again, if given the opportunity and highly recommend them to any other company/government entity entering into an agreement or contract with them.

Sincerely,

Mark A. DiMascio
SLC Project Manager
Parks and Recreation

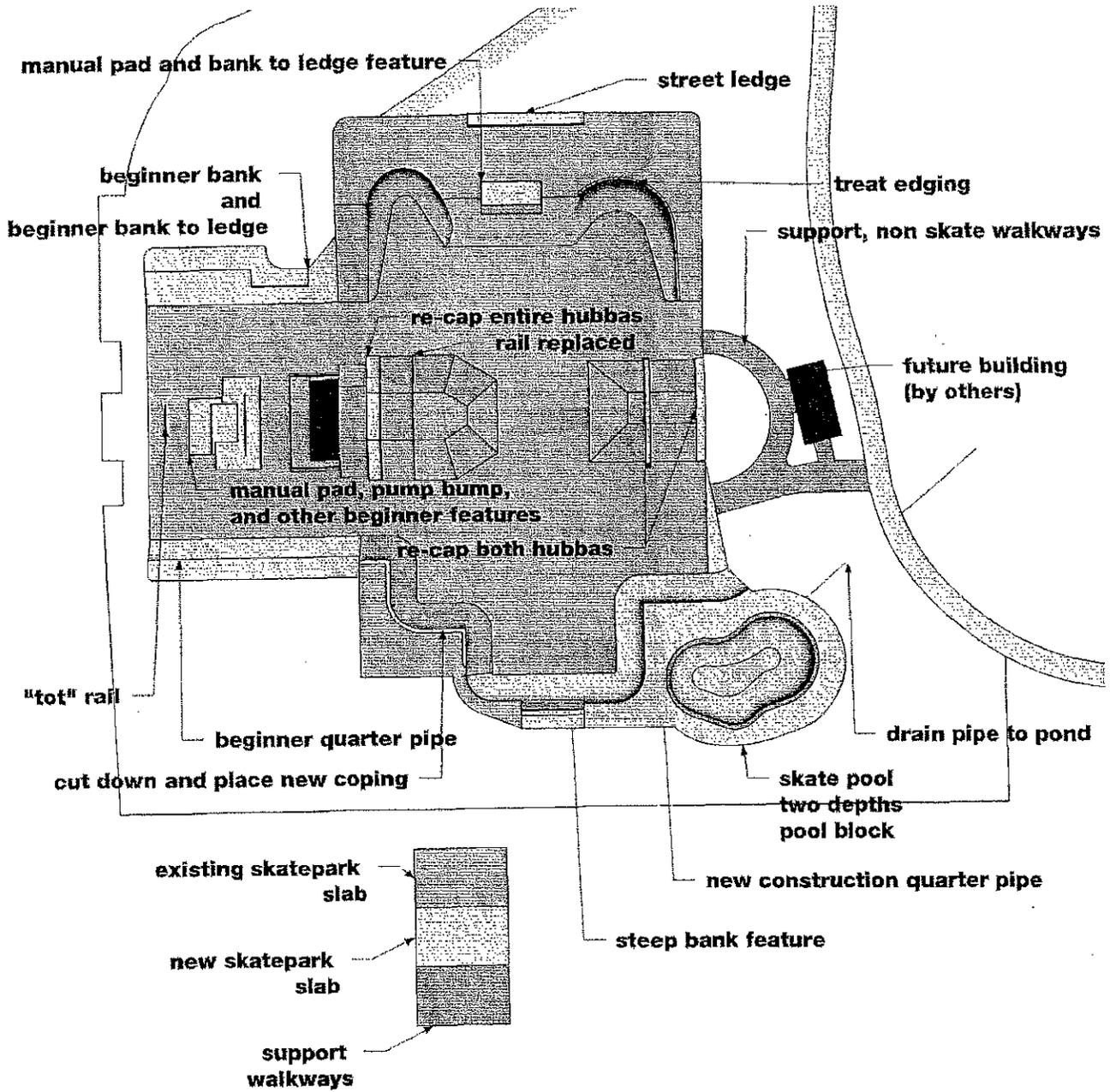
MD: em

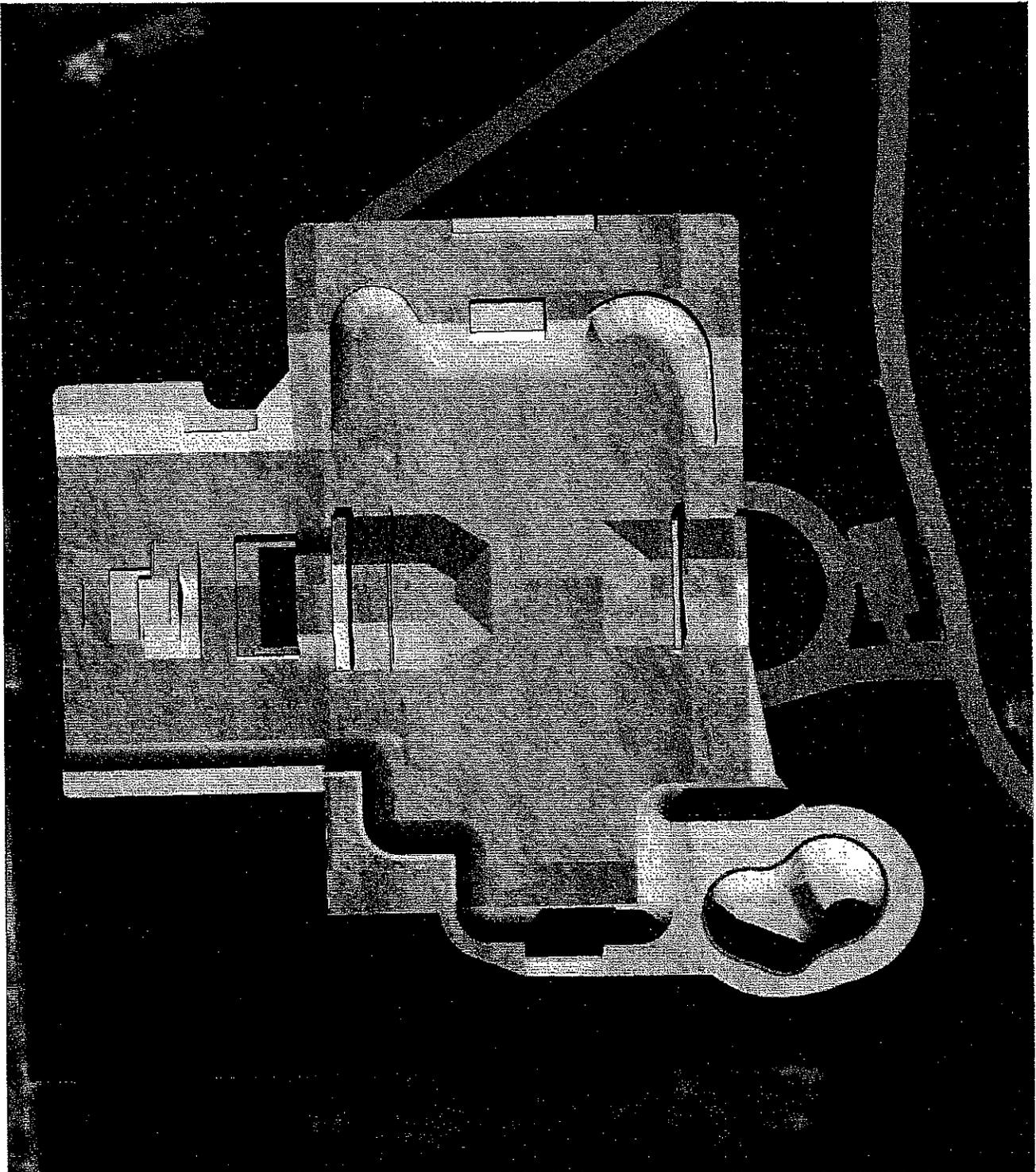
JOSEPH E. SMITH, District No. 1 • DOUG COWARD, District No. 2 • PAULA A. LEWIS, District No. 3 • CHARLES GRANDE, District No. 4 • CHRIS CRAFT, District No. 5
County Administrator - Douglas M. Anderson

2300 Virginia Avenue • Fort Pierce, Florida 34982-5652

CONCEPT DESIGN

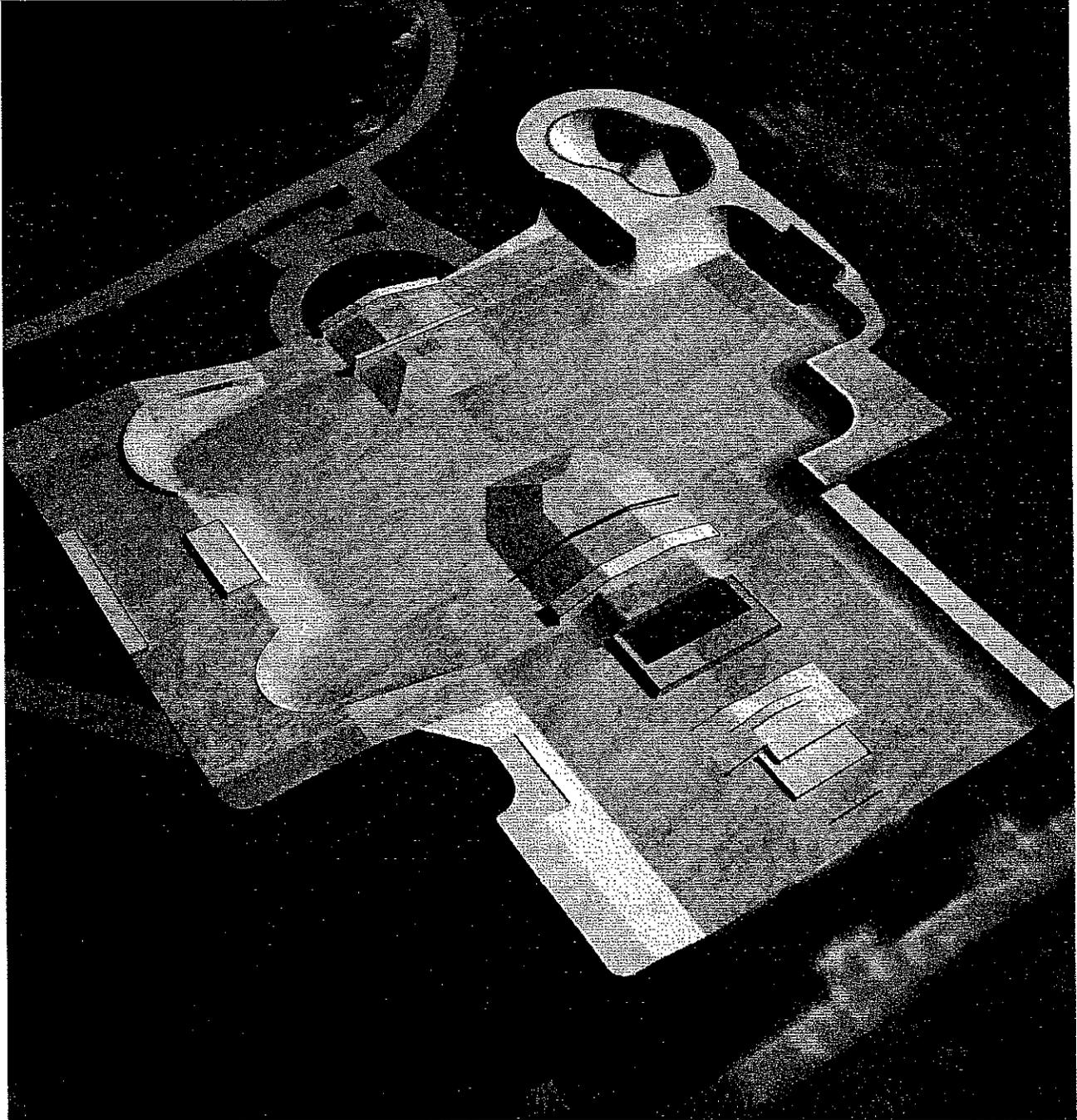
DESCRIPTION





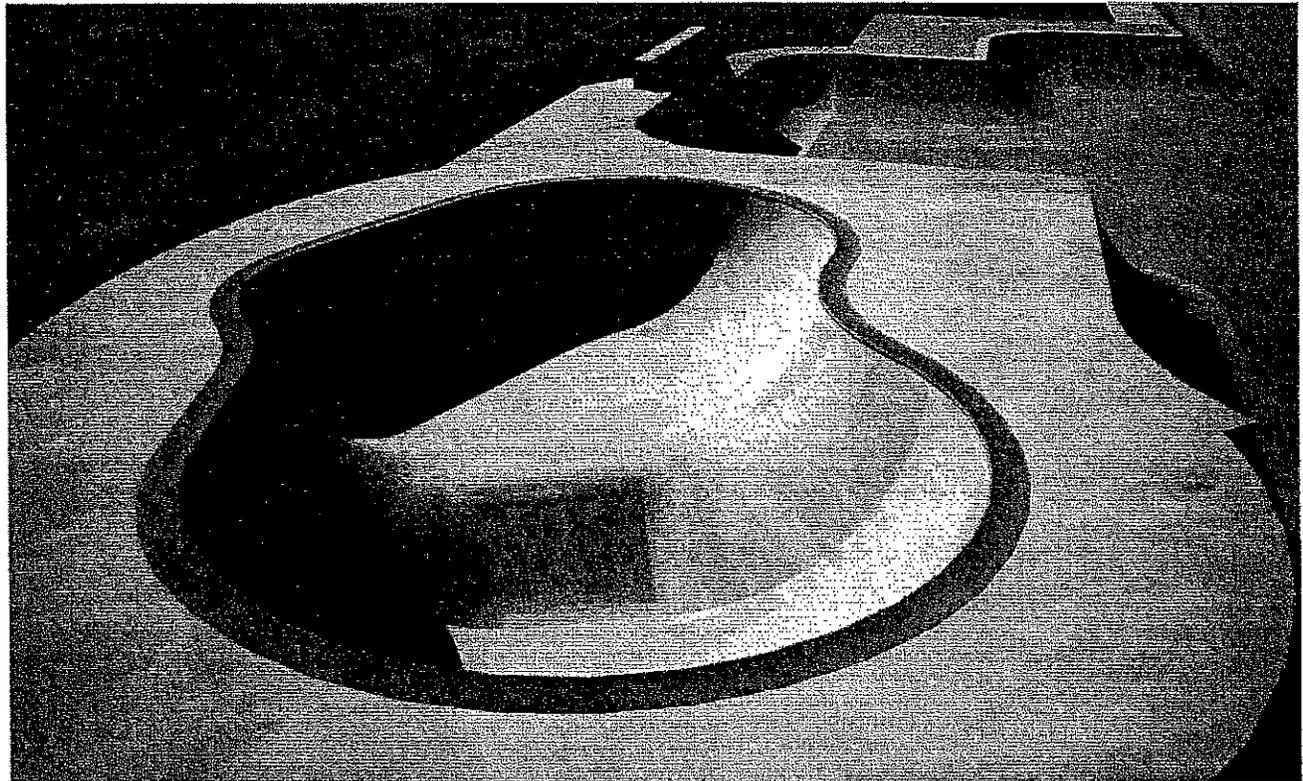
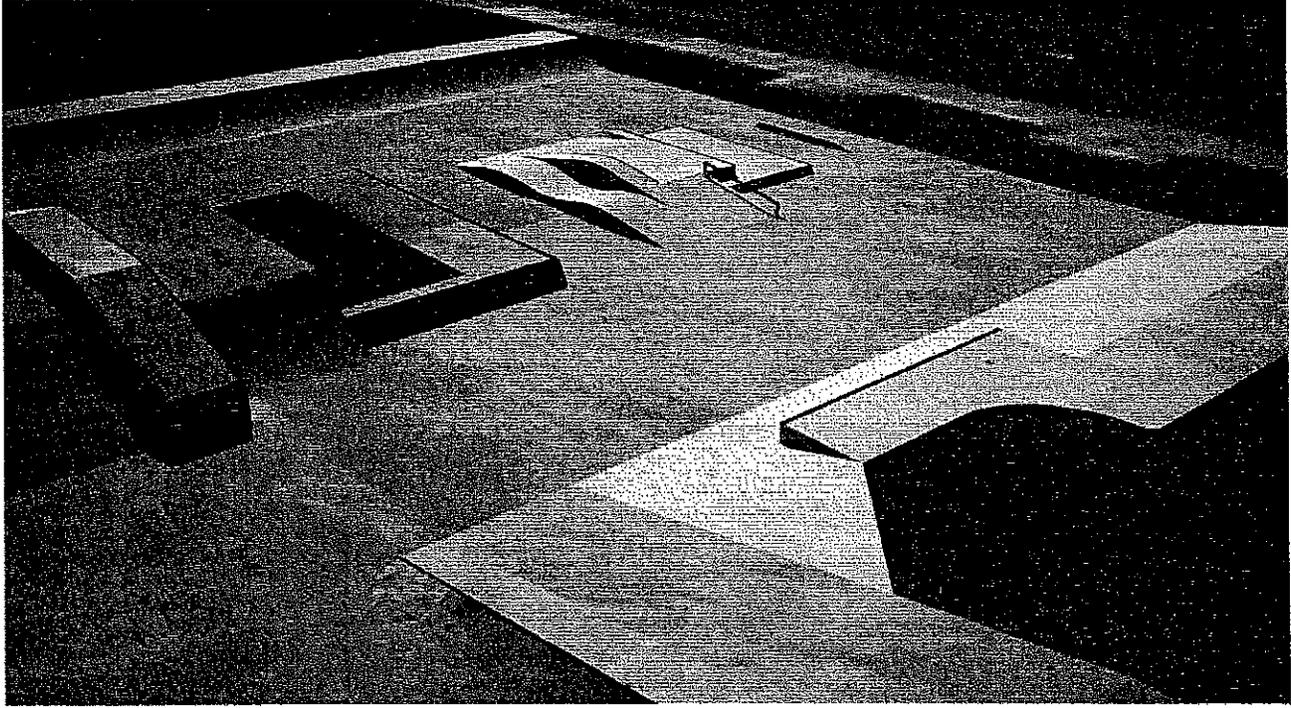
CONCEPT DESIGN

BIRDS EYE VIEW



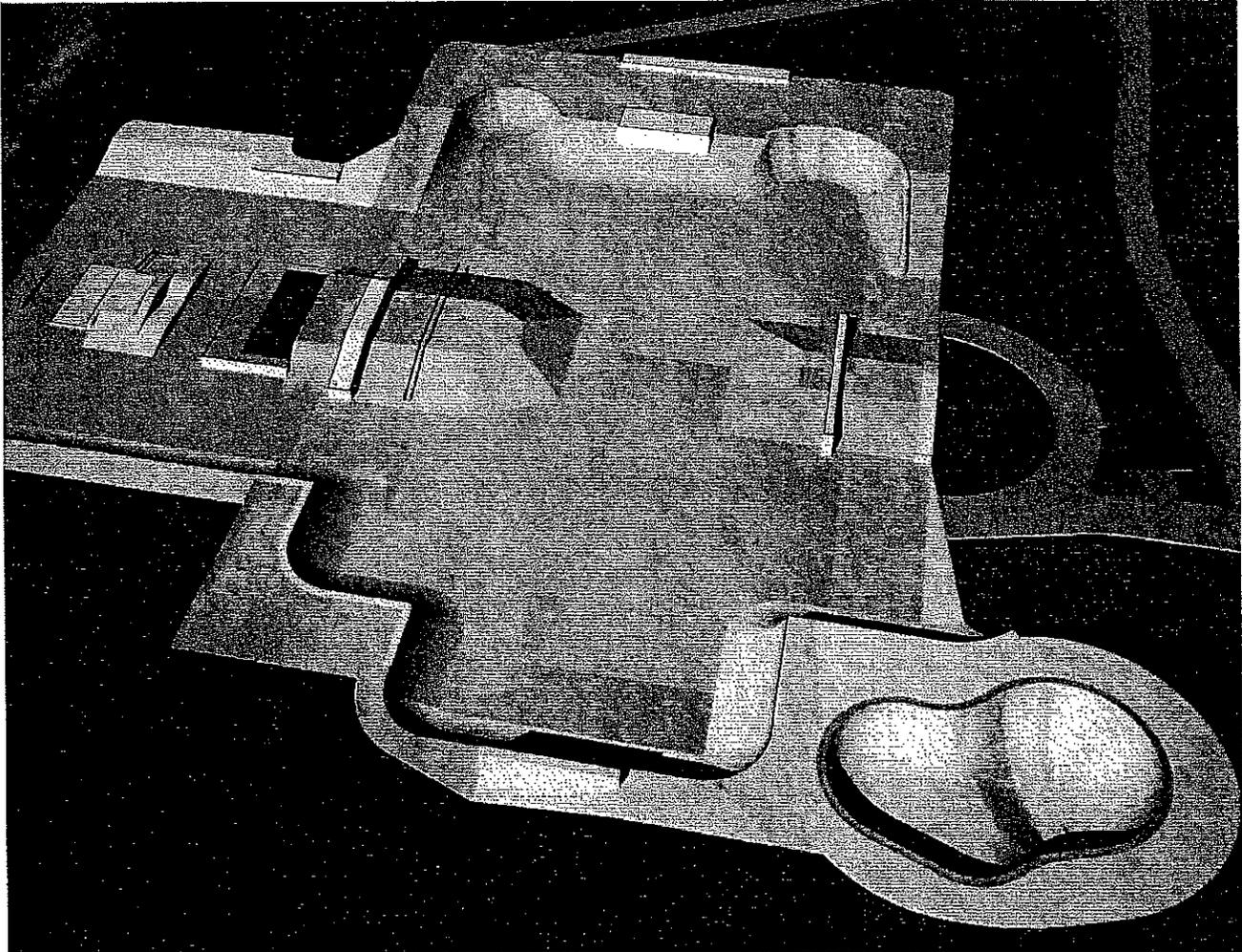
CONCEPT DESIGN

STREET & BOWL PERSPECTIVE



PRICE PROPOSAL

Our team can provide the specialty design and construction of the skate park renovation for the City's budget of \$200,000.



ADDENDUM ACKNOWLEDGEMENT

Exhibit F

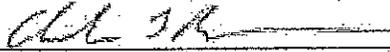
Addendum Receipt Acknowledgement

City of Satellite Beach
RFP No. 15/16-04
Addendum # 1

NOTE: Contractors submitting proposals must:

- Acknowledge receipt of each RFP addendum, and
- Submit the signed acknowledgement(s) with their proposals.

Business Name: Team Pain Enterprises, Inc.

Official's Signature: 

Official's Printed Name and Title: Charles T. Payne - President

Date Addendum Received: April 1, 2016

CERTIFICATION OF DRUG-FREE WORKPLACE

Exhibit C

Certification of Drug-Free Workplace

In accordance with Section 287.087, Florida Statutes, the undersigned contractor

hereby certifies that Team Pain Enterprises, Inc.
(name of business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-abuse violations.
3. Gives each employee engaged in providing the contractual services under bid a copy of the statement specified in paragraph 1.
4. In the statement specified in Paragraph 1, notifies employees that, as a condition of working on the contractual services under bid, they will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statutes Chapter 893 (Drug Abuse Prevention and Control) or any federal or state controlled-substance law for a violation occurring in the workplace no later than 5 days after such conviction.
5. Imposes a sanction on any such convicted employee, or requires their satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the convicted employee's community.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

I hereby certify that this business fully complies with the above requirements.


Signature

President

Title

Charles T. Payne

Printed Name

3/31/16

Date

SWORN STATEMENT ON PUBLIC ENTITY CRIME

Exhibit D

Sworn Statement on Public Entity Crime

I understand that "public entity crime" as defined by Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation related to transacting business with any public entity.

I understand that "convicted" or "conviction" as defined by Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime resulting from charges brought by indictment or information, in any federal or state trial court, as a result of a jury verdict, non-jury trial, or entry of a guilty plea or nolo contendere.

I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the affiliate's management. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length contract, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that "person" as defined by Section 287.133(1)(e), Florida Statutes, means a natural person or an entity organized under federal or any state's laws with the power to enter into binding contracts for goods or services or otherwise transact business with a public entity. "Person" includes the officers, directors, executives, partners, shareholders, employees, members, and agents active in the entity's management.

Mark the statement below that is true about the entity submitting this sworn statement:

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

{A copy of the Final Order must be attached to this sworn statement.}

5% BID BOND



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Team Pain Enterprises, Inc.
890 Northern Way Ste D-1
Winter Springs, FL 32708

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
City of Satellite Beach
565 Cassia Blvd.
Satellite Beach, FL 32937

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)
Project Name/Description: City Skate Park Improvements

Project/Contract No. RFP No. 15/16-04 Job location: Satellite Beach, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of April, 2016

(Witness)

Team Pain Enterprises, Inc
(Principal) *(Seal)*

(Title) President

(Witness)

The Ohio Casualty Insurance Company
(Surety)

(Title) Agent of Record



CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MT

DATE (MMDDYYYY)
04/14/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Rd Winter Springs, FL 32708 Harry J. Arthur		CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TEAMP-1															
INSURED Team Pain Enterprises, Inc 890 Northern Way Ste D-1 Winter Springs, FL 32708		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AXIS Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER B: Commerce and Industry Insuranc</td> <td>19410</td> </tr> <tr> <td>INSURER C: Nationwide</td> <td>10723</td> </tr> <tr> <td>INSURER D: Travelers Construction</td> <td></td> </tr> <tr> <td>INSURER E: Houston Specialty Insurance Co</td> <td>12936</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AXIS Insurance Company	39993	INSURER B: Commerce and Industry Insuranc	19410	INSURER C: Nationwide	10723	INSURER D: Travelers Construction		INSURER E: Houston Specialty Insurance Co	12936	INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBRN INSR WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
E	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Non Con <input checked="" type="checkbox"/> Per Project Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TEN18092	07/19/2015	07/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PP-Agg \$ 4,000,000
E			TEN16092	07/19/2015	07/19/2016	
E			TEN16092	07/19/2015	07/19/2016	
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACPBAZ3006763001	07/19/2015	07/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
C			ACPBAZ3006763001	07/19/2015	07/19/2016	
C			ACPBAZ3006763001	07/19/2015	07/19/2016	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		EAU788642	07/19/2015	07/19/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products \$ 5,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC019609858	05/28/2015	05/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Transit & Install		660-6717M225-TIL-13	05/22/2015	05/22/2016	TransInst 125,000
D	Rented/Leased Equi		660-6717M225-TIL-13	05/22/2015	05/22/2016	Rented/Le 750,000 CAT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER INFORMATION PURPOSES ONLY For a certificate call Malinda at 321-527-7986 or email @ mtorres@jeanarthurins.com XXXXXXXXXXXXXXXXXXXXXXXX, FL XXXXXXXXX	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/09)

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TRENCH SAFETY AFFIDAVIT

TRENCH SAFETY ACT COMPLIANCE FORM

1. The bidder acknowledges the existence of the Florida Trench Safety Act at §§53.58 through 53.64, Florida Statutes (hereinafter called the "Act") and the requirements established herein.
2. The bidder further acknowledges that the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interior State standard applicable to this project in regards to trench safety.
3. The bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The bidder will consider the geotechnical information available from the District, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The bidder acknowledges that the District is not obligated to provide such information, that bidder is not to rely solely on such information if provided, and that bidder is solely responsible for the selection of the data on which he relies in designing and safety system, as well as for the system itself.
5. The bidder acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1998. The undersigned further identifies the costs to be \$_____ per linear foot.
6. The amount in Item 5 hereon includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
Totals:				\$ _____

Use additional blank sheets to further itemize if more rows is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the District or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in any way relieve the undersigned of his sole responsibility for complying with all applicable safety requirements.

Company: Team Pain Enterprises, Inc.

By: [Signature] 4/18/10
 Signature of Authorized Representative Date

"N/A - NO trenches greater than 5' expected"



Posted: 04/01/16

CITY OF SATELLITE BEACH
FLORIDA

ADDENDUM #1
REQUEST FOR PROPOSAL (RFP)

SOLICITATION TITLE: SKATE PARK IMPROVEMENTS FOR THE CITY OF SATELLITE BEACH

Solicitation Number: RFP No. 15/16 - 04 Contact: Suzanne Sherman

Response Due Date: April 19, 2016 Pre-proposal Meeting: March 22, 2016

Due Time: 2:00 P.M. Issue Date: February 29, 2016

Purpose / Description

REQUEST FOR PROPOSALS – ADDENDUM #1
No. 15/16-04
City of Satellite Beach, Florida

The City of Satellite Beach is seeking one qualified contractor to provide design, permitting, and construction services for renovations of the existing skate park facility.

This Addendum is being issued to provide responses to questions from the Mandatory Pre-Proposal meeting, responses to additional questions received through the March 31, 2016 deadline for questions, and to provide the notes from the Community Ideas meeting.

Sealed proposals shall be delivered to the Office of the City Clerk located at 565 Cassia Blvd., Satellite Beach, FL 32937 no later than April 19, 2016 at 2:00 P.M. EST.

Solicitation Distribution

The City of Satellite Beach website is the official location used by the City for posting of solicitation documents, addendums, questions/answers and other related material. Vendors obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources.

The official City website is <http://www.satellitebeachfl.org/Pages/BidsandProposals.aspx>

Please contact Suzanne Sherman, Assistant City Manager at 321-773-4407 Ext. 225 or via email ssherman@satellitebeach.org for further clarification or questions regarding the RFP.

Addendum #1 – RFP No. 15/16-04 SKATE PARK IMPROVEMENTS FOR THE CITY OF SATELLITE BEACH

Questions from Mandatory Pre-Proposal Meeting (March 22, 2016, 5:00 p.m.)

1. Does the contractor need to include an electrical engineer, structural engineer and surveyor as part of the team that wins the bid?
 - a. Response: The City would like to know that you could provide these team members if needed. A statement in the proposal from the Contractor that they can provide these team members if needed will be sufficient.
2. Does the proposal need to include a design for the pro shop that is planned for the project?
 - a. Response: Designing a pro shop is not a requirement of the contractor for this project. Concept and final designs should include a placeholder location for the pro shop.
3. Is it necessary to have a Florida-licensed general contractor on the project?
 - a. Response: No.
4. Will the City help with any building permit expenses or St. Johns Water Management District permit fees?
 - a. Response: Yes, this will be covered by the City outside of the project budget.

Additional Questions Received

Some of the things we heard at the meeting and proposal were:

- ✓ Lighting improvements-
- ✓ The actual movement of the building.
- ✓ Modification of Irrigation system
- ✓ Fence (new, relocate, repair or remove)
- ✓ Soccer field entrance gates
- ✓ New walkway to shop area (ADA)
- ✓ Bleacher removal

Some questions we do have in regards to the scope are:

- Want to make sure we are not responsible for:
 - ✓ Any electrical and water to new building
 - ✓ The building pad Construction
 - ✓ The relocation of such prefab building
 - ✓ RE: Lighting improvements- LED or just modify existing?
- Can Public works assist with:
 - ✓ Partial concrete demo and removal of some of the existing skatepark pad
 - ✓ Partial or complete demo of existing fence
 - ✓ Fill dirt and its import.
 - ✓ Removal of bleachers
 - ✓ Removal of existing wooden ramps.
 - ✓ Strip and save sod (based on future plans)

Some of the skate community expressed that they definitely wanted the following (outside of skate requests):

- o No new lights, prefer to invest in Current skate Park.
- o No fence at all, but if so, along the park perimeter to allow for events.
- o BBQ stands

City Response

Lighting Improvements: The City of Satellite Beach will budget separately for the lighting of the skatepark. However, the bidder must include any changes to the electric requirements in the design. Concept designs may include LED or traditional lighting.

Building (pro shop): Contractor will not be responsible for the movement of the building/pro shop, pad construction, or water/electric to the building/pro shop site. Contractor should incorporate the location of the building/pro shop in the plans on the east side of the park, incorporating its location into the overall park improvements. Other concept designs with a different location for the pro shop may also be proposed.

Fence: The City will be responsible for the removal and installation of any fencing surrounding the skate area. The City will be responsible for the access in the fencing into the soccer field area. Concept designs may provide different options for fencing.

Walkways: Contractor will be responsible for the demolition/removal/re-pouring of any existing sidewalk that has to be relocated due to the new design.

Concrete: Contractor will be responsible for the demolition/removal of current skate park pad, as well as the pouring of the new pad as required in the approved plans.

Irrigation: The City will be responsible for the changes to the irrigation system due to the renovations.

Fill Dirt: Contractor should include all dirt fill requirements in the plan.

Bleachers: The City will remove the existing bleachers and will supply up to two bleachers with the same or similar seating capacity.

Wood ramps: The City will remove/dispose of wooden ramps that will not be reused.

Sod: The City will be responsible for the stripping of the sod and the reinstallation of new sod where required.

BBQ: Contractor should include in their plan submittal an area for spectator seating, at least two picnic tables and one bar-b-que grill.

Notes from Community Ideas Meeting (March 22, 2016, 6:00 p.m.)

What do you like at the Skatepark?

- Original is awesome
- Half pipe needs work
- Big pyramid- ledge to be redone
- Noise concern-wood ramp (move or use concrete?)
- Can we expand into road to Dog Park? West and South expansion?
- Like how spread out it is; just add more stuff
- Don't clutter it up
- Current mini ramp has surface that doesn't hurt as much when you fall (wood, not concrete) Ex: Melbourne skate area
- The reason I would go to the park is the Bowl. I'm not a street skater or transition skater.
- A mini ramp in the bowl would be awesome, plus a separate mini ramp. That way there can be 2 different sessions.

- A bowl that is not connected with the rest of the park.
- I like the current wood mini ramp size, just change it to concrete.
- Build a bowl like the one the park at Melbourne had (right size, right depth)
- Bowl with flow sections, banks for speed.

What would you like added?

- Expand size
- Bowls-one isolated/not connected to the rest. Small funky ones
- Flow section around main area
- Tombstone/big door
- Peanut shaped bowl, one extension
- Snake run; small hill; tribute to snake run
- 4.5' depth (6' is deep)
- Mini ramp in middle; good for less experienced (more shallow drop in)
- Obstacle/beginner stuff for kid camps/separated out
- Skatepark art/mural
- Bowl with roof over it
- Bowl similar to Cocoa Beach shallow end
- Roll into bowl is a MUST!
- Good to have bigger bowl, steeper(7') to shallow (5')
- Right hand kidney
- Current 6' bowl kind of bubbly, needs to be smoothed (on NE corner)
- Replace hand rail (same kind)
- Fix areas where water pools
- 1 ½' mini ramp (Ex: Palm Bay)
- Ledge with recently replaced concrete – needs to smooth out
- Euro gap
- Hunter Creek – taco example
- Clover
- Deck elements
- Bradenton – like deep bowl/deeper is easier

Ideas on Management operation

- No charges
- Offer over 18 waiver for no helmet
- Helmet, decide based on skill level/parents
- Sign-in skate at your own risk (Florida Statue)
- Less liability if not mandatory
- Age limit for no parental supervision? Sign-in idea?
- Time limit for kids hanging out but not skating (call parents)
- BMX – no pegs/pedals (including plastic). Could BMX have their own park?
- More hours, late night for the older guys
- Graffiti (usually a different lifestyle) – professional only: careful it doesn't make it slick
- Questionable – will everything get tagged/messed up?



Posted: 04/25/16

CITY OF SATELLITE BEACH
FLORIDA

ADDENDUM #2
REQUEST FOR PROPOSAL (RFP)

SOLICITATION TITLE: SKATE PARK IMPROVEMENTS FOR THE CITY OF SATELLITE BEACH

Solicitation Number: RFP No. 15/16 - 04

Contact: Suzanne Sherman

Response Due Date: April 19, 2016

Pre-proposal Meeting: March 22, 2016

Due Time: 2:00 P.M.

Issue Date: February 29, 2016

Purpose / Description

REQUEST FOR PROPOSALS – ADDENDUM #2
No. 15/16-04
City of Satellite Beach, Florida

The City of Satellite Beach is seeking one qualified contractor to provide design, permitting, and construction services for renovations of the existing skate park facility.

This Addendum is being issued to change the date of the public meeting of the evaluation committee, as previously published in the RFP document.

The evaluation committee will meet on **Monday, May 2, 2016 at 5:00 P.M.** in the **City Council Chamber**, located at **565 Cassia Blvd., Satellite Beach, FL 32937**.

Solicitation Distribution

The City of Satellite Beach website is the official location used by the City for posting of solicitation documents, addendums, questions/answers and other related material. Vendors obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources.

The official City website is <http://www.satellitebeachfl.org/Pages/BidsandProposals.aspx>

Please contact Suzanne Sherman, Assistant City Manager at 321-773-4407 Ext. 225 or via email ssherman@satellitebeach.org for further clarification or questions regarding the RFP.

#9
8-17-16

AGENDA
CITY COUNCIL
PROPOSED REGULAR MEETING

SATELLITE BEACH COUNCIL CHAMBER
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937

SEPTEMBER 7, 2016
7:00 P.M.

1. CALL TO ORDER BY MAYOR CATINO
2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILWOMAN GOTT
3. PRESENTATION OF PROCLAMATIONS:
 - RECOGNIZING SEPTEMBER 11, 2016, AS "PATRIOT DAY AND A NATIONAL DAY OF SERVICE AND REMEMBRANCE"
 - RECOGNIZING SEPTEMBER 17-23, 2016 AS "CONSTITUTION WEEK"
4. CITIZEN COMMENTS
5. CITY COUNCIL COMMENTS
6. CITY MANAGER REPORT
7. DISCUSS/TAKE ACTION ON A DEVELOPERS AGREEMENT WITH MBV ENGINEERING FOR 100 SCORPION COURT
8. PUBLIC HEARING:

DISCUSS/TAKE ACTION ON ORDINANCE NO. 1119, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTIONS 30-416(b) AND 30-416(d), SATELLITE BEACH CITY CODE, TO CHANGE SELF-STORAGE FACILITIES FROM PROHIBITED USES TO ALLOWED USES, WITH RESTRICTIONS, IN THE CITY'S "C-COMMERCIAL" ZONING DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

9. **DISCUSS/TAKE ACTION ON ORDINANCE NO. 1125, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, VACATING THE NORTH HALF OF THAT CERTAIN ALLEY RIGHT-OF-WAY IMMEDIATELY SOUTH OF CINNAMON DRIVE AND LOCATED BETWEEN LOTS 117 AND 118, BLOCK 1, PLAT OF MICHIGAN BEACH (A/K/A 125 AND 135 CINNAMON DRIVE); PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)**
10. **DISCUSS/TAKE ACTION ON MONTECITO PHASE 2C DEVELOPMENT – SITE PLAN**
11. **DISCUSS/TAKE ACTION ON RESULTS OF A REQUEST FOR BID FOR FINANCING OF LEASE-PURCHASE OF FIRE PUMPER TRUCK [RFB NO. 15/16-07]**
12. **DISCUSS/TAKE ACTION ON EMPLOYEE HEALTH CLINIC AGREEMENTS:**
 - **CAREATC**
 - **INTERLOCAL/PIGGYBACKING WITH CITY OF COCOA**
13. **FY 2016/2017 BUDGET:**
 - A. **PUBLIC HEARING ON PROPOSED FY 2016/2017 BUDGET**
 - B. **ORDINANCE NO. 1126, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES BY ESTABLISHING AN OPERATING MILLAGE RATE OF 8.1518 MILLS FOR FISCAL YEAR 2016/2017; PROVIDING AN EFFECTIVE DATE (FIRST READING)**
 - C. **ORDINANCE NO. 1127, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ADOPTING FY 2016/2017 BUDGET; PROVIDING AN EFFECTIVE DATE (FIRST READING)**
14. **PRESENTATION OF QUARTERLY BUDGET REPORT REVIEW**
15. **AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
16. **APPOINTMENT TO BOARDS**
17. **ADOPTION OF MINUTES:**

10
8-17-16

**CITY COUNCIL SPECIAL MEETING
UNAPPROVED MINUTES
JULY 28, 2016**

Pursuant to Public Notice, Vice-Mayor Mark Brimer convened a special meeting of the City Council on Thursday, July 28, 2016, at 7:00 p.m., in the Council Chamber. Those present were, Vice-Mayor Mark Brimer, Councilman Dominick Montanaro, Councilman Steve Osmer, City Manager Courtney Barker, and City Clerk Leonor Olexa. Mayor Frank Catino and Councilwoman Lorraine Gott were absent.

(TIME: 7:02) DISCUSS/TAKE ACTION ON 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – FLORIDA JAG DIRECT

City Manager Barker stated staff is requesting authorization to send a letter to Florida Department of Law Enforcement supporting distribution of the Justice Assistance Grant funds for FY 16/17 for the Brevard County Prisoner Transportation Program.

Vice-Mayor Brimer asked for citizen comments; there were no comments.

ACTION: Councilman Montanaro MOVED, SECOND by Councilman Osmer, to approve submitting a letter from the City to the Florida Department of Law Enforcement to support allocating \$149,558 in FY 16/17 JAG funds to Brevard County's Prisoner Transportation Program. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:05) DISCUSS/TAKE ACTION ON PRESENTATION OF FY 16/17 BUDGET

A revised budget message was provided to Council and was available at the meeting and on the City's website for the public. City Manager Barker reviewed the Council's 2016 goals and accomplishments to date. Department heads presented their departments' functions, accomplishments for FY 15/16, goals for FY 16/17, and unfunded needs. City Manager Barker presented an overview of the FY 16/17 Proposed Budget. Highlights included a 2% COLA adjustment for employees; implementation of year 2 of 3 to address pay compression; General Fund Reserves now built up to the General Fund Stabilization Reserve Policy goal; discussion of Capital Assets Projects; maintaining current departmental operating budgets; and an 8.1518 millage rate. City Manager Barker and staff responded to questions/comments from Council.

(TIME: 8:56) DISCUSS/TAKE ACTION ON SETTING PROPOSED MILLAGE FOR FY 16/17

ACTION: Councilman Montanaro MOVED, SECOND by Councilman Osmer, to approve the millage rate at 8.1518 for FY 16/17 as proposed by staff. Councilman Montanaro MOVED to withdraw his motion, SECOND by Councilman Osmer.

Vice-Mayor Brimer asked for citizen comments; there were no comments.

ACTION: Councilman Montanaro MOVED, SECOND by Councilman Osmer, to accept the proposed FY 16/17 Budget with a tentative millage rate of 8.1518 mills. VOTE: ALL YES. MOTION CARRIED.

Council thanked City Manager Barker and staff for their efforts on the budget.

Vice-Mayor Brimer adjourned the meeting at 9:00 p.m.

Leonor Olexa, CMC
City Clerk

**CITY COUNCIL WORKSHOP MEETING
UNAPPROVED MINUTES
AUGUST 3, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a workshop meeting of the City Council on Wednesday, August 3, 2016, at 6:51 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilwoman Lorraine Gott, Councilman Dominick Montanaro, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilman Steve Osmer was absent.

(TIME: 6:51 P.M.) INTERVIEW BOARD APPLICANT

Council interviewed board applicant Larry Whitney.

Mayor Catino stated that board appointments would be made at the regular Council meeting following the workshop.

Mayor Catino adjourned the meeting at 6:59 p.m.

Leonor Olexa, CMC
City Clerk

**CITY COUNCIL REGULAR MEETING
UNAPPROVED MINUTES
AUGUST 3, 2016**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, August 3, 2016, at 7:05 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Mark Brimer, Councilwoman Lorraine Gott, Councilman Dominick Montanaro, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa. Councilman Steve Osmer was absent.

Mayor Catino led a moment of silence and the Pledge of Allegiance.

(TIME: 7:05) PROCLAMATION ENCOURAGING SUPPORT OF MERRITT ISLAND NATIONAL WILDLIFE REFUGE AND EDUCATION CENTER CAMPAIGN

Mayor Catino read and presented the proclamation to Chris Fairey, President of the Merritt Island Wildlife Association.

(TIME: 7:08) CITIZEN COMMENTS

The following Satellite Beach residents addressed Council:

- John Silvers inquired about submitting an application to change the City Code.
- Joanne Regan announced the upcoming Raj S. Shah Memorial Blood Drive.

(TIME: 7:14) CITY COUNCIL COMMENTS

Councilman Montanaro thanked Ms. Regan for her efforts on the blood drive.

(TIME: 7:14) CITY MANAGER REPORT

City Manager Barker reported on the following: school starts again on August 10th; a thank-you letter received for Fire-Paramedic Eric Tippins; three members of City Council and City Manager will be attending the Florida League of Cities Conference August 18th-21st and Assistant City Manager Suzanne Sherman will be acting city manager; and Ethics Training will be held on August 15th.

City Manager Barker stated the Sustainability Board has requested to become a strategic partner with the Brevard Indian River Lagoon Coalition, which is a citizen-led nonprofit organization dedicated to the restoration of the Indian River Lagoon.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Montanaro, to approve the Sustainability Board becoming a strategic partner with the Brevard Indian River Lagoon Coalition. VOTE: ALL YES. MOTION CARRIED.

City Attorney Beadle provided an update on the court's decision on the Goersch variance case. Council discussed whether to appeal the decision.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Montanaro, to appeal to the 5th District Court of Appeal. VOTE: ALL YES. MOTION CARRIED.

Council agreed to adjust the sequence of the agenda items.

(TIME: 7:27) DISCUS/TAKE ACTION ON PARTNERSHIP WITH KEEP BREVARD BEAUTIFUL FOR THE LAGOON FRIENDLY LAWN PROGRAM

City Manager Barker introduced summer interns Jaylan Holmes, Joanna LaTorre, and Megan Comunale who presented information on the Smart Yard Program. City Manager Barker reported on the Lagoon Friendly Lawns Program. Keep Brevard Beautiful representatives Tony Sasso, Executive Director and Allison Arteaga, Volunteer and Events Coordinator presented information regarding their website and the Program, and responded to questions. Council thanked the summer interns for their excellent work on the Smart Yard Program.

(Time: 7:40) The following Satellite Beach residents addressed Council: Larry Whitney and Jeff Chestine.

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Montanaro, to approve the partnership with Keep Brevard Beautiful for the Lagoon Friendly Lawn Program and authorize the expenditure of funds not to exceed \$1,400 from the Recycling Trust Fund for the program. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:49) DISCUSS/TAKE ACTION ON THE PURCHASE OF PARK BENCHES FROM PLAY MART, INC., USING THE SATELLITE BEACH LION'S CLUB DONATION

Recreation Director Cassie Warthen reported on funds donated by the Satellite Beach Lion's Club and requested to use these funds to purchase park benches, with additional funds to come from the Recreation Trust Fund. Council thanked the Lion's Club for their donation.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilman Montanaro MOVED, SECOND by Vice-Mayor Brimer, to approve the purchase of three park benches and engraving from Play Mart, Inc. in the amount of \$2,593 to come from the Recreation Trust Fund. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:51) DISCUSS/TAKE ACTION ON THE AMERICAN ASSOCIATION OF RETIRED PERSONS (AARP) INITIATIVES AS FOLLOWS:

Fire Chief Don Hughes reported on the benefits of the American Association of Retired Persons (AARP) Age-Friendly Community Initiative. Council commented on the benefits that this Initiative will have for the community.

• APPLICATION FOR AARP NETWORK OF AGE-FRIENDLY COMMUNITIES

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Vice-Mayor Brimer MOVED, SECOND by Councilman Montanaro, to authorize the City Manager to submit the AARP application and authorize the Mayor to sign a letter of commitment. VOTE: ALL YES. MOTION CARRIED.

• RESOLUTION NO. 972, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING THE WORLD HEALTH ORGANIZATION'S AGE-FRIENDLY CITIES AND COMMUNITIES PROGRAM AND APPROVING THE CITY'S ENROLLMENT INTO THE AARP AGE-FRIENDLY COMMUNITIES INITIATIVE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE

City Attorney Beadle read Resolution No. 972 by title.

(Time: 7:53) The following Satellite Beach resident addressed Council: John Fergus.

ACTION: Councilwoman Gott MOVED, SECOND by Vice-Mayor Brimer, to adopt Resolution No. 972. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:56) DISCUSS/TAKE ACTION ON AMENDMENTS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Public Works Director Allen Potter reported on the changes to the Agreement which includes FDOT taking on more responsibility and the required inspection period for all mast arms extending from one year to two.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilman Montanaro MOVED, SECOND by Councilwoman Gott, to authorize the City Manager to sign the Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement. VOTE: ALL YES. MOTION CARRIED.

(TIME: 8:00) DISCUSS/TAKE ACTION ON RESOLUTION NO. 971, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, IMPOSING AN ANNUAL STORMWATER UTILITY ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AGAINST ALL REAL PROPERTY WITHIN THE CITY LIMITS OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA; PROVIDING FOR CLASSIFICATIONS OF PROPERTY; PROVIDING FOR CERTIFICATION OF ANNUAL STORMWATER UTILITY ASSESSMENT ROLL; PROVIDING AN EFFECTIVE DATE

City Attorney Beadle read Resolution No. 971 by title.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilman Montanaro MOVED, SECOND by Councilwoman Gott, to adopt Resolution No. 971. VOTE: ALL YES. MOTION CARRIED.

(TIME: 8:02) DISCUSS/TAKE ACTION ON RESOLUTION NO. 973, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING A SPECIAL ASSESSMENT MILLAGE FOR INDIAN RIVER LAGOON (IRL) RESTORATION; SUPPORTING THE IRL RESTORATION PLAN DEVELOPED BY THE BREVARD COUNTY NATURAL RESOURCES DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Beadle read Resolution No. 973 by title. Council discussed the importance of restoring the health of the Indian River Lagoon.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Montanaro, to adopt Resolution No. 973. VOTE: ALL YES. MOTION CARRIED.

(TIME: 8:05) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING

Council discussed agenda items for the next regular Council meeting.

(TIME: 8:05) APPOINTMENT TO BOARDS

City Council discussed the City Boards Handbook and Board configurations.

ACTION: Councilman Montanaro MOVED, SECOND by Vice-Mayor Brimer, to appoint Larry Whitney to the Board of Adjustment as a primary member, term ending 08/03/19. VOTE: ALL YES. MOTION CARRIED.

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Montanaro, to reappoint Rodney Smith to the Comprehensive Planning Advisory Board as a primary member, term ending 08/15/19. VOTE: ALL YES. MOTION CARRIED.

ACTION: Councilman Montanaro MOVED, SECOND by Councilwoman Gott, to reappoint Pat Patton to the Library Board as an alternate member, term ending 08/15/19; and reappoint Duane Swenson to the Recreation Board as a primary member, term ending 08/15/19. VOTE: ALL YES. MOTION CARRIED.

(TIME: 8:10) ADOPTION OF MINUTES: JULY 20, 2016, REGULAR MEETING

ACTION: Councilman Montanaro MOVED, SECOND by Vice-Mayor Brimer, to approve the minutes as submitted. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino adjourned the meeting at 8:11 p.m.

Leonor Olexa, CMC
City Clerk

July '16

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City of Satellite Beach

August 2016

September '16

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 CANCELLED BOA	2	3 6:00 p.m. CRA 7:00 p.m. City Council	4	5 9:00 a.m. Beautification	6
7	8 4:30 p.m. South Beaches Coalition 7:00 p.m. SCLC	9 CANCELLED RECREATION	10	11	12	13
14	15 1:00 p.m. Ethics Training 7:00 p.m. PZAB	16 6:00 p.m. Samsons	17 7:00 p.m. City Council	18 CANCELLED CRAAB	19	20
21	22 CANCELLED CPAB	23 CANCELLED CEB	24 CANCELLED Sustainability Board	25 2:00 p.m. Pension Boards	26	27
28	29	30	31			

August '16

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City of Satellite Beach

September 2016

October '16

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2 9:00 a.m. Beautification	3
4	5 Labor Day HOLIDAY 7:00 p.m. BOA	6	7 6:00 p.m. CRA 7:00 p.m. City Council	8	9	10
11	12 4:30 p.m. South Beaches Coalition 7:00 p.m. SCLC 7:00 p.m. BOA	13 6:00 p.m. Library 6:15 p.m. Recreation	14	15 7:00 p.m. CRAAB	16	17
18	19 7:00 p.m. PZAB	20 6:00 p.m. Samsons	21 7:00 p.m. City Council	22	23	24
25	26 7:00 p.m. CPAB	27 7:00 p.m. CEB	28 7:00 p.m. Sustainability Board	29	30	