

**AGREEMENT FOR ARCHITECTURAL ENGINEERING SERVICES FOR THE NEW
CIVIL COURTHOUSE BUILDING BETWEEN ALACHUA COUNTY AND DLR
GROUP, INC. NO. 13961**

This Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and the DLR Group, Inc., a Florida Profit Corporation, which is authorized to do business in the State of Florida ("Architect"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County publicly issued a Request for Proposal (RFP), #23-422 seeking to hire a qualified professional to design and provide architectural management services for a new Civil Courthouse Building in downtown Gainesville, Florida; and

WHEREAS, in such solicitation process the County complied with the requirements of the Consultants' Competitive Negotiation Act, F.S. § 287.055 ("CCNA"); and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Architect as top ranked firm; and

WHEREAS, the Architect is qualified and is willing to provide the County with the services as set forth herein; and

WHEREAS, the County desires to engage Architect to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Architect agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, County engages Architect to provide the following to services to the County: architectural, engineering, and planning services to design the Civil Courthouse on the Alachua County Judicial Justice Center site. The size of the building will be 80,000 square feet; and two - four stories, located south of the existing Criminal Courthouse, along South Main Street running Southward towards the intersection of SW 4th Ave, effectively closing SW 3rd Ave. in downtown Gainesville, Florida. (hereinafter referred to as the "Project"). The Architect agrees to provide architectural, site evaluation, engineering and planning services to design the Project in accordance with the Scope of Services attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. Architect acknowledges that **TIME IS OF THE ESSENCE** for completing the Services. The County reserves the right to make changes to the Scope of Services, including alterations, reductions or additions. If the County elects to make a change, the County shall initiate a written modification which must be in writing and executed by both the Parties.
3. **Term.** This Agreement is effective upon execution by the Parties hereto and continues until all duties are completed or until terminated as provided for herein.
4. **Definitions:** For purposes of this Agreement, the following definitions apply:

- A. **Construction Documents:** Plans, drawings, specifications, approved changed orders, revisions, addenda, and other documents which set forth in detail and communicate the Project's design, construction and administration of the construction contract for the Project.
 - B. **Final Completion:** The stage of construction when the work has been completed in accordance with the County's Agreement for Construction of the Project and the County has received all Construction Documents for closeout of the work.
 - C. **Substantial Completion:** The stage of construction when the County can occupy or beneficially use of satisfactory completed work.
5. **Qualifications and Representations.** By executing this Agreement, Architect makes the following representations to County and agrees to the following:

- A. Architect is qualified and has the skill, knowledge and expertise to provide the Services. Architect will maintain all certifications, permits, licenses, and other authorizations necessary to act as a professional and to provide the Services during the term of this Agreement.
- B. Architect will perform the Services with the skill and care which would be exercised by a qualified Architect performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Architect will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and Architect shall be responsible for any and all consequential damages to the County arising from the deficiency.
- C. Architect is familiar with the Services and the specifications and the conditions of the site and location of the Project.
- D. Architect will prepare deliverables required by this Agreement, including but not limited to Contract Documents, in such a manner that they shall be accurate, coordinated and in compliance with applicable federal, state, and local law, codes, and regulations. The Parties agree that the County's review of the deliverable in no way diminishes the Architect's warranty pertaining to the deliverables.
- E. Architect will attend scheduled meetings required by the County for the Project and related to administration of this Agreement, including any those with staff from County departments and offices and other stakeholders. Meeting protocols and obligations for before construction are included in the Scope of Services, **Exhibit "1"**.
- F. Architect will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.
- G. Pursuant to and to the extent Section 558.0035, Florida Statutes is applicable, **AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHITECT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR**

**DAMAGES RESULTING FROM NEGLIGENCE
OCCURRING WITHIN THE SCOPE OF SERVICES
PROVIDED IN THIS AGREEMENT.**

6. Payments.

- A. For timely performance and completion of the Services in accordance with the terms and conditions of this Agreement, the County shall pay the Architect as prescribed in **Exhibit “2”**, Basis of Compensation, which is attached hereto and made part hereof.
- B. As a condition precedent for any payment, Architect shall submit monthly invoices to the County, on or about the same day each month, requesting payment for Services properly rendered and expenses due. Architect shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Facilities Department
Attn: Facilities Manager
12 SE 1st Street
Gainesville, Florida 32601
- C. Architect's invoice must describe the Services rendered, the date performed and the person(s) rendering such Services. Architect's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. Each invoice shall constitute the Architect's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Architect's invoice for final payment shall further constitute the Architect's representation to the County that, upon receipt by the Architect of the amount invoiced, all obligations of the Architect to others, including its consultants and subcontractors, will be paid in full.
- D. The County will process and pay all invoices in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. In the event that the County becomes credibly informed that any representations of the Architect relating to payment are wholly or partially inaccurate, the County may withhold payment of sum then, or in the future, otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- F. Prior to the submission of requests for final payment, the County representative and the Architect will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) Review of project documents; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection, with User Group. In the

event this section conflicts with a section of the Scope of Services on close-out, this Scope of Services section will prevail over this paragraph.

- G. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- H. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Architect agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Architect will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

7. **Deliverables and Construction Documents.**

- A. Any and all Project Deliverables required by this Agreement to be prepared by Architect, such as, but not limited to, the Construction Documents and Project plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Architect represents that the Project Deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations and will be free from errors and omissions. The County's review of the Project Deliverables in no way diminishes the Architect's representations pertaining to the deliverables. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Architect in connection with the Services shall bear the endorsement of a person in the full employment of the Architect or duly retained by Architect and duly licensed in the appropriate professional category.
- B. All Project Deliverables and Construction Documents are the sole property of County and may be used by County for any purpose without restriction or limitation of use for this Project for the life of the facilities designed and constructed as part of the Project, and may be reproduced, used and published by the County for all purposes related to the Project, including but not limited to the permitting, construction, operation, maintenance, altering, repairing, remodeling and adding to the facilities designed and constructed as part of the Project.

- C. The County may allow its construction manager, contractors, consultants, and subcontractors, to reproduce applicable portions of the Deliverable, solely and exclusively for use in performing services or construction for this Project.
8. **Permits.** Architect will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services, except for the building permit(s) which may be the responsibility of the Construction Manager and the County.
9. **Inspections.** County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses. Architect shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve Architect from any of its Services or obligations hereunder.
10. **Architect's Representative:**
- A. Architect has employed and hereby designates D. Todd Orr, AIA to serve as Architect's representative (hereinafter referred to as the "Representative"). The Representative authorized and responsible to act on behalf of the Architect under this Agreement. By execution of this Agreement, Architect acknowledges that the Representative has full authority to bind and obligate Architect on all matters arising out of or relating to this Agreement. Architect agrees that the Representative shall devote whatever time is required to satisfactorily manage, perform and complete the Services to be provided by Architect hereunder. Further, Architect agrees that the Representative identified above shall not be removed by the Architect without the County's prior approval, and if so removed, must be immediately replace with a person acceptable to the County.
- B. Architect agrees that its employees, senior staff, sub-consultants and subcontractors, who will perform any Services for the Project are subject to the County's reasonable approval. Attached hereto as **Exhibit 4** is a listing of Architect's Design Team Members who have been assigned to the Project, as well as, the subconsultants and subcontractors who will be used by Architect on the Project. None of the individuals identified in **Exhibit 4** shall be removed by Architect from the Project without County's prior written approval (such approval not to be reasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonable acceptable to County. Architect further agrees, within fourteen (14) calendar days of receipt of a written request from County, to promptly remove and replace the Representative, or any other personnel employed or retained by Architect, or any subconsultants or subcontractors engaged by Architect to provide and perform Services pursuant to the requirements of this Agreement, whom County shall request in writing to be removed, which request may be made by County's Public Works Department Director with or without cause.
- C. Architect agrees not to divulge, furnish or make available to any person, firm or organization, without County's prior written consent, or unless incident to the proper performance of Architect's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by Architect hereunder, and Architect shall require all of its employees, agents, subconsultants and

subcontractors to comply with the provisions of this Paragraph.

- D. Architect acknowledges that County is contracting with a Construction Manager who shall be responsible for the construction of the Project (hereinafter to as "Construction Manager"). If Construction Manager is retained during any of the design phases, Architect agrees to cooperate with Construction Manager with respect to Construction Manager's delivery of services to County. Also, in such event, Architect agrees to incorporate, whenever practicable and consistent with professional standard of care, and after County's written approval, all suggestions or recommendations timely made by Construction Manager with respect to the Project design. The Architect shall be solely responsible for evaluating the effect, impact and ramifications, if any, which the suggested or recommended design modifications will have on the Architect's design and the Construction Documents, and Architect shall notify County, in writing, of any such effect, impact or ramification. The Architect's incorporation of any suggested or recommended design modification into Architect's design or Construction Documents, or the County's review or approval of same shall not constitute a waiver, release or acceptance of any error or omission in the Architect's design or the Construction Documents and shall in no way waive or release Architect from its duty to perform this Agreement.
- E. County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses. Architect shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve Architect from any of its services or obligations hereunder.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Architect shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Architect will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Architect will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "5"**. Architect will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Architect and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be applicable without necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$19.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Architect, failure to comply with

the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

11. Default and Termination.

- A. Termination for Default: The failure of Architect to comply with any provision of this Agreement will place Architect in default. If Architect is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Architect with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Architect.
- B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Architect. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Architect will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Architect.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Architect. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Architect.
- D. Upon termination of this Agreement, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon notice of termination, unless otherwise directed by the County in writing, the Architect will (a) stop work on the termination date, (b) transfer all Services in process to the County, (c) deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Architect in performing this Agreement, whether completed or in draft and (d) . In the event of termination, Architect's recovery against County shall be limited to that portion of this Agreement amount earned for Services done up to the date of termination. Architect shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

12. Indemnification. ARCHITECT HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA

COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF ARCHITECT OR ARCHITECT’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM ARCHITECT’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Architect’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Architect or Architect’s employees, representatives or agents, then Architect will investigate, respond to and provide a defense for any allegations and claims, at Architect’s sole costs and expense. Furthermore, Architect will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys’ fees, court costs and expert witness fees and expenses. Architect and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

13. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Architect:

301 East Pine Street
Suite 900
ORLANDO, FL 32801

To County:

Alachua County Facilities Department
Attn: Facilities Director
12 SE 1st Street
Gainesville, Florida 32601
dwhitcraft@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn:
Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance &
Accounting
dmw@alachuaclerk.org

14. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Architect, *when acting on behalf of the County*, shall keep and maintain ‘public records’ as required by Florida law, and shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Architect does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Architect or keep and maintain public records required by the County to perform the Service. If Architect transfers all public records to the County upon completion of the Agreement, Architect shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Architect keeps and maintains public records upon completion of the Agreement, Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.

IF ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARCHITECT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY’S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Architect fails to comply with this section, Architect will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Architect who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Architect will take reasonable measures to protect, secure and maintain any data held by Architect in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Architect suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Architect shall immediately notify the County in writing and will work, at Architect’s expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Architect may claim that some of Architect's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Architect in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Architect shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Architect. County will promptly notify Architect in writing if the County receives a request for disclosure of Architect's Confidential Information. Architect may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Architect shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Architect's Confidential Information in a manner not contemplated by this Agreement. Architect shall investigate, handle, respond to, and defend, at Architect's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Architect shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Architect is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Architect shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Architect releases the County from claims or damages related to disclosure by the County.

C. Laws & Regulations. Architect will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Architect is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Architect is not familiar with laws, ordinances, rules and regulations, Architect remains liable for any violation and all subsequent damages, penalties, or fines.

D. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

E. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Architect each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

F. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

G. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party or any person who is not a party to this Agreement.

H. Independent Contractor. In the performance of this Agreement, Architect is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer,

or associate of the County. Architect is solely responsible for the means, method, technique, sequence, and procedure utilized by Architect and its employees in the full performance of the Services referenced in this Agreement. The Architect does not have the power or authority to bind the County in any promise, agreement or representation.

I. **E-Verify.** Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the Agreement was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

J. **Conflict of Interest.** Architect warrants that neither Architect nor any of Architect's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Architect shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

K. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Architect breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. **Collusion.** By signing this Agreement, Architect declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. **Counterparts.** This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and

such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Architect, through its duly authorized representative.

ARCHITECT

DocuSigned by:
By: Todd Orr
4C78G2FB82E2467...
Print: Todd Orr
Title: President
Date: 11/8/2023

IF THE ARCHITECT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. Scope of Services

- 1.1. The services requested, herein, are for the architectural, engineering, and planning services to design the Civil Courthouse on the Alachua County Judicial Justice Center site. The size of the building will be 80,000 square feet; and two - four stories.
- 1.2. The plan for this facility is to provide space for justice, justice-related occupants. It shall provide space for the Civil Courthouse (Judicial), Civil Sheriff, Clerk of the Court, Court Services, and potentially alternate 911 Call Center. According to the Alachua County's Downtown Master Space Needs Plan, the facility is programmed to be constructed to the south of the existing Criminal Courthouse, along South Main Street running Southward towards the intersection of SW 4th Ave, effectively closing SW 3rd Ave. in downtown Gainesville, Florida. The Civil Design Services will not be part of A&E Scope. The existing Criminal Courthouse is located at 220 South Main Street, Gainesville, Florida
- 1.3. The County intends to proceed with this project under a Construction Manager at Risk with Guaranteed Maximum Price (GPM) contract, and will work with the Architect/Engineer, to achieve the requirements and objectives of this project. The Construction Manager will assume the risk for construction, and provide design phase assistance in the evaluation of costs, schedule, systems and materials during design.

2. General Requirements: Pursuant to the terms and conditions of the Agreement, the Architect (also as may referred as the "Architect" below) shall provide the following Services for the County and its Project, including, but not limited to:

- 2.1. Review the County's Opinion of Probable Project Cost and provide adjustments if necessary
- 2.2. All architectural, site evaluation, engineering, and planning services to design
- 2.3. Architectural and engineering services to include structural, mechanical, plumbing, fire protection and electrical engineering, programming, cost estimating, interior design, signage and graphics, audio visual, Acoustics, and security design. These services will specifically include the preparation of construction documents and technical specifications.
- 2.4. Attend all scheduled meetings and conferences required by the County in the administration of the agreement, including concurrence with Civil courthouse Judicial, Court and other agencies as deemed necessary by the County. If requested to attend additional meetings beyond those outlined in the scope of work, paragraph 2.238 additional compensation shall be provided to the Architect.
- 2.5. Maintain written minutes in such a manner as to record the agreements and understandings resulting from meetings, conferences and discussions. Architect is only responsible for consultant lead meetings as outlined in the scope of work. Construction Manager (CM) to provide minutes for all Owner Architect Contractor and CM coordination meetings during preconstruction and construction.
- 2.6. Provide schedules indicating start/completion dates for the overall design project and for

shorter term detailed information, as requested by the County.

- 2.7. Maintain oversight of the work ensuring that contractors perform in accordance with the terms, conditions, and project specifications.
- 2.8. interface with the Construction Manager as required during the design and the construction phase of the project to establish a project team which includes the Consultant, Constitutional Officer(s) and or designee(s), special interest groups, County staff and the Construction Manager.
- 2.9. Maintain records sufficient to detail history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 2.10. Ensure that the work and disposal of material are following the Solid Waste Disposal Act.
- 2.11. Assist in developing a project schedule and submittal
- 2.12. Assist in the bidding and contractor's selection process ensuring that all local, State and Federal laws are adhered to.
- 2.13. Observe work ensuring that the work is performed according to the design and construction documents.
- 2.14. Reviewing and approval of all applications for payment/s ensuring that proper documentation/s are maintained and all expenditures are recorded
- 2.15. The Architect shall work to:
 - 2.15.1. Maximize durability.
 - 2.15.2. Maximize energy efficiency
 - 2.15.3. Maximize future recyclables.
 - 2.15.4. Maximize maintainability.
 - 2.15.5. Maximize recycled content
 - 2.15.6. Maximize use of local and regional materials.
 - 2.15.7. Minimize embodied energy. Promote the highest and best use of a material to avoid wasting its embodied energy
 - 2.15.8. Minimize use of hazardous natural chemicals (asbestos, lead etc.
 - 2.15.9. Minimize use of synthetic chemicals.
- 2.16. Assist the County by furnishing the necessary design data for all necessary documents required by the City, County, State or Federal Grants, approvals or permits
- 2.17. Ensure that the Civil Courthouse building must comply with accepted Federal and State standards for the Courthouse perimeter security.
- 2.18. Ensure that all plans including construction documents meet the latest Florida Accessibility Code and 2023 Florida Building Codes.

- 2.19. Basic energy code modeling for permits and LEED confirmation.
- 2.20. Oversee building commissioning requirements and steps involved with satisfying building commissioning corrections report. The building shall be commissioned by a separate County hired 3rd Party Consultant as a WELL Health+Safety Rating Program in accordance with the standards contained in **Exhibit “6”**, attached hereto.
- 2.21. At the time this Agreement is executed, the Architect shall sign and deliver to the County Truth-In-Negotiation Certificate attached hereto and made a part hereof as **Exhibit “7”**. The Architect’s compensation shall be adjusted to modify any sums by which the County determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 2.22. Energy and Environmental Design: The Architect shall design elements into the Project necessary to achieve, at a minimum, the energy efficiency required by the Florida Building Code. As an additional service, at the request of the County, the Architect shall design to meet Energy Element Objectives 2.2 and 5.2 of the Alachua County Comprehensive Plan 2019-2040 or any additional energy efficiencies requested by the County and mutually agreed to between the County and Architect. The Architect will coordinate with the County’s Energy Behavior Consultant, Cenergistic, to allow for their review of applicable plans, particularly HVAC designs, so long as Cenergistic is under contract with the County.
- 2.23. Review the Environmental Assessment of the site provided by the County to proper remediation measures are represented in the construction documents.
- 2.24. **Project Testing Services:** The Architect shall identify the Project testing services that it determines to be appropriate and advisable to be performed during the construction phase of the Project, and the Architect will include such testing requirements in the Construction Documents. The Architect shall prepare scopes of services, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary construction phase project testing and the evaluation of such test results.
- 2.25. **Project Approval Services:** As required for the Project, the Architect shall be responsible for preparing, submitting and obtaining all required permits and approvals necessary for the Project, except for the building permits because they are the responsibility of the Construction Manager, Site/Civil Engineer, or the County.
- 2.26. Shall attend and represent the County in all City Land Development Codes Review meetings.
- 2.27. **Arts and Public Places (IF APPLICABLE)**
- 2.27.1. The Architect shall participate on the Gainesville/Alachua County Arts in Public Places Trust (APPT) Committee.
- 2.27.2. Participation in Trust meetings shall be limited to two meetings.
- 2.28. **Meeting Protocols**
- 2.28.1. The Architect shall attend meetings as required by the County, however limited to

a number of meetings by phase as defined herein:

- 2.28.1.1. Predesign/Programming (PD) = 2 Workshop Meetings with usergroups
- 2.28.1.2. Schematic Design (SD) = 3 virtual Project Management Calls with County and CM, 2 workshop meetings with usergroups;
- 2.28.1.3. Design Development (DD) = 4 virtual Project Management Calls with County and CM, 3 workshop meetings with usergroups;
- 2.28.1.4. Construction Documents (CD) = 5 virtual Project Management Calls with County and CM;
- 2.28.1.5. Construction Administration (CA) = As identified in the Agreement.
- 2.28.2. The Architect shall not have any direct or indirect contract relationship with any officer, or employee, of the County that will conflict with his ability to perform the work hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required. The A&E Firm shall assist the Owner on developing the construction document/contract;
- 2.28.3. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work;
- 2.28.4. Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences in accordance with Section 1.28.3.

3. Predesign and Programming Phase

- 3.1. The Architect, in collaboration with the County and other required stakeholders, as determined by the County, will develop a program setting forth all Project requirements, goals and objectives.
- 3.2. Conduct sufficient programming workshops with the County, and required stakeholders, as determined by the County, to verify the requirements of the Project.
- 3.3. The Architect will collaborate with County staff and develop an estimated construction cost (the "Project Budget").

4. Schematic Design Phase

- 4.1. Prepare a preliminary evaluation of the Counties program, schedule, budget for the cost of the work, Project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the project. The Consultant shall notify the County of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 4.2. Present its preliminary evaluation to the County and shall discuss with the county

alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the County regarding the requirements of the Project.

- 4.3. The Architect will submit a preliminary project design, in Revit, which will be consistent with the project criteria. The preliminary design will include plans, in Revit, which depict the building type, annual operating cost, life cycle operating cost of the building, size, location, dimension, and exterior view of the structure.
- 4.4. The consultant shall assist the County with commissioning the building including providing necessary documentation of design intent, performance verification, operation and maintenance, and training.
- 4.5. The preliminary design also will include a floor plan for each room within the project with appropriate net areas +/- 10% from the program.
- 4.6. The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings.
- 4.7. The Architect shall insure that the design, material supplies, and project methods for data and VOIP phone cabling, wiring, conduit, wall plates, patch panels and closet hardware meet current industry codes and standards as well as any County specific standards.
- 4.8. The Architect will collaborate with County staff and Construction Manager to develop an estimated total project cost including site development and improvements costs, emergency generator power to operate all security and essential functions, facility system, furnishing and equipment, 5% Owners contingencies, Arts in public places (1% of the construction budget) any fees and other expenses. For example, soil investigation, site surveys, environmental surveys and possible solutions, permits, moving expenses.
- 4.9. The Architect shall during the design phase, provide the County with an evaluation of all major materials, including green products, which will be used in the construction and operation of the building. As a minimum, the evaluation shall include energy-saving opportunities, day light harvesting, a list of green products, possible use of certified woods and products, recyclables, material and equipment life cycle, durability, water savings, maintenance, transportation impact if any, accessibility and availability of long-lead items, reuse/disposal of products and material that be locally purchased.
- 4.10. Advise the County as to the necessity of all specialized services required for the project, and act as the County's architectural and engineering representative in connection therewith.
- 4.11. Based on the County's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5. Design Development Phase

- 5.1. Based on the County's approval of the Schematic Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the cost

of the work, the Architect shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality level.

- 5.2. As the County's intent is to have the building built to LEED Standards, in accordance with **Exhibit "8"**, attached hereto, the Architect shall provide a written description of the equipment and materials to be specified for the Project and the location of same that quality as Green and or sustainable products; and
- 5.3. The Architect shall review the Construction Manager's list of Owner's Direct Purchase materials.
- 5.4. The Architect shall review and comment on the Construction Manager's updated estimate of the Cost of the Work for the Total Project Budget.

6. Construction Documents Phase

- 6.1. After approval to proceed, the Architect will prepare the detailed construction documents which will include plans and specification describing all systems, elements, details, components, materials, equipment and other information necessary for construction. BIM LOD300.
- 6.2. The Architect will review the Construction Manager's estimate of the construction cost based on preliminary design ensuring it meets LEEDS and/or Green building Certification standards.

7. Construction Bid Process

- 7.1. The Architect will attend pre-bid meetings, provide clarification, and prepare all required addendums.
- 7.2. The Architect should assist in educating the construction management firm about green building material and systems that may be unknown to them and processing substitution requests for green building materials and systems.
- 7.3. The Architect shall during the pre-bid conference conduct a full discussion explaining the importance of green buildings material and systems and how to contact manufacturers as many of them may be small or new companies. The Construction Manger shall record minutes of the pre-bid conference as to prevent misunderstanding later on into the project.
- 7.4. The Architect shall also provide a list of alternates and substitution in the bidding document to allow the bid price to be adjusted to fall within the limits of the funds available to construct the project. Another use for alternates is to identify the cost of specific materials and systems in comparison to alternate products and systems.
- 7.5. The Construction Manager, in conjunction with Architect, shall conduct a preconstruction conference within 20 days after the completion of Conformed Documents. The purpose of

the conference is to establish a working understanding of the project and to discuss schedules and procedures for handling shop drawings and other submittals.

- 7.6. The Architect shall monitor the selection of all green products and ensure that owner direct purchases (ODP) are done, if needed, in a detailed and timely manner as approved by the County.
- 7.7. The Architect shall jointly review all contract documents with the County and Construction Manager at risk. As a minimum, include general, supplementary and special conditions documents.

8. Construction Administration

- 8.1. The Architect will represent The County as its architectural and engineering representative including but not limited to interpretation of drawings and specifications and issuing instructions to the contractor.
- 8.2. The Architect must observe bi-weekly (once every 2 weeks) and provide written reports to the County providing progress and confirm that the work conforms to the contract documents, compliance with the design concept of the work and the information given in shop drawings, diagrams, illustration, brochures, catalog data, schedules, samples, test inspection results, maintenance/operating instructions, schedules, guarantees, bonds and certificates of inspections as required in the construction contracts related to this project.
- 8.3. The Architect shall function as a member of the construction team whereby creating a working relationship ensuring the project meets Green Globe/LEEDS standard while completing the project on time and within budget.
- 8.4. The Architect shall coordinate with the Construction Manager and submit to the County a list of green materials, supplies and equipment to be used on the project for approval. If the County and or Architect identify unapproved substitutions, the consultant will report to the general contractor that the list is not conformance with the contract documents.
- 8.5. The Architect must work from an approved checklist throughout construction ensuring that only the specified green building materials and approved substitutions are incorporated into the building.
- 8.6. The Architect may encourage the Construction Manager at Risk to allow more time for submittals for green building materials due to the possibility that submittal information may be more difficult to obtain.
- 8.7. The Architect shall respond to any Request for Information/s (RFIs) and or Request for Clarification/s (RFCs) within 5 business days. All RFIs and RFCs will be communicated in writing between all parties will be copied on this communication. Any RFIs or RFCs that could result in a change order will require the involvement of the County within the 5-business day period. Additional guidance will be provided in the contract document.
- 8.8. Approve monthly applications for payment based on the on-site observations of the quality of work in accordance with the contract documents and County input. Determine substantial and final completion milestones so that recommendation of final payment may be authorized. Review change order documentation for accuracy prior to the County's approval.

- 8.9. Ascertain that all documents relating to the closure of the project are submitted including but not limited to release of liens, warranties, and as –built drawings.
- 8.10. The Architect will submit a preliminary project design which will be consistent with the project criteria. The preliminary design will include plans which depict the size, location, dimension and exterior view of each structure. The preliminary design also will include a floor plan for each room within the project with appropriate dimensions. The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings.
- 8.11. The Architect will advise the County as to the necessity of all specialized services required for the project, such as survey and subsurface investigation and act as the County’s architectural and engineering representative in connection therewith.
- 8.12. The Architect shall review all close out documents as a minimum including:
- 8.12.1. Permits and inspections, including Certificate of Occupancy
 - 8.12.2. Certificate of Substantial Completion
 - 8.12.3. Certificate of Sign off from architect, mechanical and electrical engineers and structural and civil engineers (if applicable)
 - 8.12.4. Final property survey
 - 8.12.5. Maintenance bond (if applicable)
 - 8.12.6. Final lien waivers from each subcontractor and a general release of liens from the general contractor
 - 8.12.7. Warranties and operating and maintenance manuals (O&M)
 - 8.12.8. Commissioning report
 - 8.12.9. Roofing

9. Post Construction

- 9.1. The Architect shall assist the County with resolving any design issue as required by law. As a minimum, the Consultant will be expected to respond to any issues during the warranty period.
- 9.1.1. Construction Close-Out
 - 9.1.2. The Consultant shall manage the close out process by satisfying close out requirements, as a minimum ensuring the Construction Manager at Risk provides the County with the following:
 - 9.1.3. Permits and inspections, including the Certificate of Occupancy (C of O), also referred to as the Use of Occupancy (U of O) Permits
 - 9.1.4. Certificate of Substantial completion.
 - 9.1.5. Certificate of sign off from architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer.
 - 9.1.6. Final Property Survey

- 9.1.7. Maintenance Bond (if applicable)
- 9.1.8. Final Lien waivers from each subcontractor and a general release of lien from the general contractor.
- 9.1.9. All Warranties including CM and associated subcontractors
- 9.1.10. Doors and hardware O&M
- 9.1.11. Windows – O&M
- 9.1.12. Curtain wall and storefront work including anti chalking of aluminum, color retention of members, air/water infiltration O&M
- 9.1.13. Waste compactor and trash chute, and O&M
- 9.1.14. Window covering
- 9.1.15. Toilet O&M
- 9.1.16. Plumbing and Mechanical O&M Manuals including air and water balancing reports with as-built drawings
- 9.1.17. Electrical and O&M
- 9.1.18. Elevator Certification and O&M
- 9.1.19. Data/Communication O&M
- 9.1.20. Data and Telephone cabling test results
- 9.1.21. Attic Stock
- 9.1.22. Masonry O&M
- 9.1.23. HVAC O&M with – spare filters, fusible links
- 9.1.24. Fire Protection – As- Built Drawings and O&M
- 9.1.25. Start – Up & Test reports
- 9.1.26. Boilers O&M
- 9.1.27. VRF Systems O&M
- 9.1.28. Makeup air unit (MUAU) O&M
- 9.1.29. Water Treatment
- 9.1.30. Fireman's test report
- 9.1.31. Building Floor Plan PDF with in wall link pictures

10. Other Services. Upon request of the County, the Architect shall testify in any legal proceeding or deposition, concerning the design and construction of the Project, and the shall make available to the County any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the schedule attached in **Exhibit “9”**. Also at the

request the County, the Architect agrees to provide additional services as may not be clearly set forth in the Construction Documents, such as: all appropriate and advisable project testing requirements including, without limitation, geotechnical, Hazardous Substance, structural, chemical, electrical or mechanical tests and investigations and construction materials testing, and prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary project testing and evaluate such test results, and assist in implement design energy and environmental designs or obtaining energy efficient certifications.

11. Anticipated Design Schedule (Calendar Days, not including County review time)

Predesign	70
Schematic Design	70
Early Site/Foundations Package Development	30 (concurrent with Design Development)
Design Development	80
50% Drawings and Specifications	60
90% Drawings and Specifications	50
100% Construction Drawings and Specifications	30
Bidding / Permitting	60 (timeline will start at the early package bidding/permitting start date)
Construction Administration	430 (timeline will start at the early package construction start date)

Exhibit 2: Basis of Compensation

1. MONTHLY STATUS REPORTS

1.1 ARCHITECT shall submit to COUNTY, not later than the tenth (10th) day of each month, a progress report reflecting the design and construction status, in terms of the total work effort estimated to be required for the completion of the Services, as well as any Additional Services duly authorized by COUNTY pursuant to the terms of the Agreement, as of the last day of the preceding month. The report shall show all work items, the percentage complete of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed.

1.2 All monthly status reports and invoices shall be mailed to the COUNTY at the address listed in Section 5 of the Agreement.

2. COMPENSATION TO ARCHITECT

2.1 SERVICES - For compensation purposes, Services is defined as all Services performed under the Agreement, except for specific services that are the responsibility of the County as set forth in Section 16 of the Agreement.

2.1.1 For performing and completing the Services identified in the Agreement, the Architect shall be paid by the County the lump sum, fixed fee amount of Two Million, Five Hundred Ninety Nine Thousand, Seven Hundred Dollars and 00/00 (\$2,599,700.00), which shall be paid as set forth in subsection 2.1.3, Task 1, below.

2.1.2 For the Services provided for in this Agreement, COUNTY agrees to pay and make progress payments to ARCHITECT in accordance with the terms as stated below. Payments shall be made in accordance with the following Schedule for the Design of the Civil Courthouse on the Alachua County Judicial Justice Center site to include: programming, schematic design, design development, construction documents, bidding assistance and construction documentation services. Professional services include, Structural, Architectural, Mechanical, Electrical, Plumbing, and Fire Protection.

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Table 2.1: Lump Sum Fees Per Task:

Task 1	Programming / Conceptual Design	
	Kickoff, meetings, workshops & Programming	\$ 112,000
	Master Planning - "pre-design" options/investigation	\$ 18,000
		\$ 130,000
Task 2	Basic Services (Arch, Structural, Mechanical, Electrical, Plumbing, Fire Protect	
	Schematic Design	\$ 289,350
	Design Development	\$ 482,250
	Construction Documents 50% \$289,350 - 90% \$231,480 - 100% \$57,870	\$ 578,700
	Bidding and Negotiation	\$ 19,290
	Construction Administration	\$ 559,410
		\$ 1,929,000
Task 3	Specialty Consultants (Additional Services: Data / AV / Security / Wayfinding	
	Schematic Design	\$ 26,600
	Design Development	\$ 94,800
	Construction Documents 50% \$106,550 - 90% \$85,240 - 100% \$21,310	\$ 213,100
	Bidding and Negotiation	\$ 7,200
	Construction Administration	\$ 126,000
		\$ 467,700
Task 4	Sustainability Services	
	LEED Scorecard Only, Sustainable design + WELL Health & Safety, solar Ready	\$ 33,000
		\$ 33,000
Total		\$ 2,559,700

8/29/2023

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2.1.3 The compensation provided for under Sections 2.1 of this Exhibit shall be the total and complete amount payable to ARCHITECT for the Services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies and out-of-pocket expenses incurred in the performance of all such Services, where the estimated cost of constructing the Building, as prepared by the Architect for the 90% Construction Documents, is \$30,000,000.00 or less.

2.1.4 In the event the estimated cost of constructing the building, as prepared by the Architect for the 90% Construction Documents, is greater than \$30,000,000.00 but less than \$40,000,000.00, then the Architect shall not be entitled to any additional compensation. In the event the estimated cost of constructing the building exceeds \$40,000,000.00, and the County decides to proceed with completing the design and construction of the Building, then the Architect shall be entitled to an additional fee of \$200,000.00, which shall be added to the 90% Construction Documents fee listed in Task 2 of Table 2.1 [*i.e.*, \$231,480 + \$200,000 = \$431,480].

2.2. ADDITIONAL SERVICES

2.2.1 Architect shall inform the County if any Additional Design Services are necessary for Architect to perform the Services. If the County desires to approve any Additional Design Services requested to be performed by the Architect, the Parties shall negotiate total fee based on the Services to be provided calculated using the billable rates specified in **Exhibit 9**. The agreed upon scope of services and fees for the Additional Design Services must be memorialized in the form of a written Task Authorization that is executed by both Parties and identifies the amount(s) that the County will pay Architect for those services. There shall be no overtime pay on Additional Design Services.

2.2.2 Architect shall inform the County if any Additional Testing Services are necessary for Architect to perform the Included Services. If the County desires to approve any Additional Testing Services proposed by the Architect, the parties shall negotiate and sign a written Amendment to this Agreement, which shall include the amount that the County agrees to pay the Architect for performing the Additional Testing Services. The negotiated fee shall be calculated using the billable rates specified in Exhibit 5. The services outlined in Section 16.15 of the Agreement are an example of services that would be reimbursable to the Architect, provided the Parties enter into a written Amendment regarding same. No mark-up will be allowed on these costs.

3. SCHEDULE OF PAYMENTS

3.1 For the Civil Court House Building, the ARCHITECT shall submit, with each of the monthly

status reports provided for under Section 1.1 of this Exhibit an invoice for fees earned in the performance of Services and Reimbursable Expenses. The ARCHITECT shall submit all invoices on the COUNTY'S approved form with all line items on the form and all costs matching the line items. The ARCHITECT shall submit no more than one invoice per month.

3.2 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to ARCHITECT for correction. Invoices must indicate the Agreement Number, the Purchase Order (or Contract) Number, and the Project Site description (Civil Court House Building).

3.3 In the event modifications to the Construction Documents are required in order to obtain any necessary permit, ten percent (10%) of ARCHITECT'S Construction Documents Approval payment will be withheld by COUNTY until all mandates, stipulations, or similar conditional remarks have been satisfactorily incorporated and the Construction Documents are fully approved.

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Exhibit 3: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees or subconsultants.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the

Architect.

- 2 The Architect's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect's insurance and shall be non-contributory.

C All Coverages

- 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONSULTANTS

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

EXHIBIT 4: Design Team Members

Name	Role
Todd Orr	Principal in Charge
Chris Getz	Project Manager
Ronok Nichols	Courts Programmer / Planner
Mike Lindsey	Project Architect
Kevin Leivian	Sr Technical Architect
Moses Benson	QA/QC - CA
Jose Jordan	Lead Interior Designer
Mark Kirby	Lead Mechanical Engineer
Ben Bush	Electrical Engineer
Derek Smith	Structural Engineer
Ray Heintel	Security Engineer
James Krumhansl	AV Technology
Jonathan Hopkins	Acoustics
Ganesh Jiawon	Chief Cost Estimator

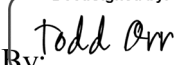
Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

Contact Title: AGREEMENT FOR ARCHITECTURAL ENGINEERING SERVICES FOR THE NEW CIVIL COURTHOUSE BUILDING BETWEEN ALACHUA COUNTY AND DLR GROUP, INC. NO. 13961

Contract or Bid/RFP #: 23-422

The undersigned, who is authorized on behalf of the Architect, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

DLR Group
301 East Pine Street
Suite 900
ORLANDO, FL 32801

ARCHITECT
Digitally signed by

By: 4C78C2FB82E2467...

Print: Todd Orr

Title: President

Date: 11/8/2023

Exhibit 6: International Well Building Institute WELL Health+Safety Rating System

CONCEPT	REQUIREMENTS
Cleaning & Sanitizing Procedures	
SC1 Support Handwashing	<p>For all sinks where handwashing is expected (e.g., bathrooms, break rooms, food prep and wellness rooms), the following are present within the room:</p> <ul style="list-style-type: none"> *Fragrance-free liquid soap dispensed through one of the following: Sealed dispensers equipped with disposable soap cartridges OR Dispensers with detachable and closed containers for soap refill. Soap containers must be washed and disinfected when emptied before refilling. *One of the following methods for hand drying: Fabric hand towel rolls with dispensers, with rolls replaced before reaching their end of service OR Paper towels-OR Hand dryers equipped with a HEPA filter. Filter replacement and equipment maintenance are carried out per manufacturer's instructions. *Signage displaying steps for proper hand washing.
SC2 Reduce Surface Contact	<p>Option 1: Surface touch assessment</p> <p>Project provides an inventory of:</p> <ul style="list-style-type: none"> *All high-touch surfaces (e.g., doorknobs/handles, telephones, elevator buttons, faucet handles, soap dispensers, security equipment). *All person-person contact points (e.g., security check-points). *Potential temporary and/or permanent measures to reduce or eliminate frequency of contact with high-touch surfaces and person-person contact, if possible (e.g., doors opened by an attendant, touch-free faucets, voice-activated elevators, ticketless entry, transparent partitions). *Circumstances in which temporary measures will be implemented and timeline for permanent measures to be implemented. <p>OR</p> <p>Option 2: Surface touch management</p> <p>Project offers hands-free operation (through foot, voice, sensor or personal electronic device) or implements other design strategies to avoid hand operation for at least three of the following:</p> <ul style="list-style-type: none"> *Regularly used pedestrian entry doors to the project, during regularly occupied hours. *Elevators. *All water bottle fillers, water faucets, soap and paper towel dispensers. *Window blinds and indoor lighting switches and/or controllers. *Lids of trash, recycling and reuse bins. <p>Project supports occupants in maintaining hand hygiene near the following high-touch surfaces:</p> <ul style="list-style-type: none"> *Handrails, handlebars and other structures that support mobility and accessibility. *Surfaces designed to help individuals with physical and/or visual disabilities to fully utilize a space (e.g., push to open door buttons, wheelchair lift controls, tactile maps or signage). <p>Project establishes and communicates rules and expectations for the usage and cleaning of shared tools and devices (e.g., photocopiers, gym equipment, communal kitchen appliances, utensils) for all regular occupants.</p>

SC3 Improve Cleaning Practices

The project develops and implements a cleaning plan that meets the following requirements:

Details the following:

- *Extent and frequency of cleaning.
- *Cleaning responsibilities of building occupants (if any) and cleaning staff.
- *Cleaning supplies and where they can be accessed.
- *Process to evaluate and document adherence to the cleaning plan.

Identifies the following:

- *Surfaces that require disinfection (e.g., high-touch surfaces).
- *Frequency and/or other thresholds (e.g., number of hours, number users of a space, results from a swab test) for disinfection.
- *Applicable governmental registration and directions of use (e.g., contact time and dilution rates) for disinfectants.
- *Other non-chemical tools used for disinfection, if any.

States the following documentation procedures:

- *Record keeping practices for cleaning and disinfection activities.
- *The chain of communications with building occupants.
- *A system to log feedback from occupants and cleaning staff.

Specifies the following for cleaning materials and personal protection equipment (PPE):

- *PPE requirements for general cleaning and specialized tasks (e.g., disinfection or dilution or chemicals).
- *Color-coding for reusable and disposable cleaning cloths.
- *Separate cleaning of reusable cleaning materials from other clothing or products.

Includes the following precautions for storage of cleaning products:

- *An identifiable, fit-for-purpose storage space in accordance with the manufacturers' directions; bleach stored away from other products.
- *Color-coding and labeling of any bleach-based and ammonia-based products, indicating they are not to be mixed with one another.

Specifies the following for cleaning tools and equipment:

- *HEPA rated filters for vacuum cleaners.
- *If carpet and woven upholstery are present, the cleaning methodology (based on manufacturer's recommendations), favoring hot water extraction if technically feasible.
- *Protocols for cleaning, maintenance and handling of waste accumulated in equipment (e.g., used vacuum cleaner bags).

Includes the following operational aspects:

- *Use of cleaning and disinfection products, including dilutions (when needed) and ventilation requirements.
- *On-site availability of current Safety Data Sheets (SDS) of cleaning and disinfection products, in languages spoken by the cleaning staff.
- *Precautions to avoid slip hazards during and after floor cleaning.
- *Safe disposal of waste, including soiled cleaning materials and PPE.

Outlines a training program that meets the following:

- *Training covers cross-contamination prevention via hand hygiene, PPE, cleaning cloth replacement, cloth handling techniques and carrying systems to separate clean tools from dirty ones.
- *Training is delivered to all relevant personnel including building management, building operators and contracted cleaning staff, on an annual basis.

SC4 Select Preferred Cleaning Products	<p>All cleaning, disinfection and sanitization products are specified in the cleaning plan and meet one of the following requirements:</p> <p>*Products are labeled as 'low-hazard' or 'safer' by an ISO 14024-compliant (Type 1) Ecolabel, or by a third-party certification recognized by the local government where the project is located. Hazard criteria must be specific for the product classes within the scope of this feature.</p> <p>OR</p> <p>*The Safety Data Sheet (SDS) of each product discloses ingredients per EU Regulation 2015/830 (CLP) or California State Bill No. 258 and no ingredients listed in Section 3 of the SDS are classified as Category 1, 1A or 1B for the following Globally Harmonized System (GHS) codes and corresponding hazard statements:</p> <p>H311 (toxic in contact with skin). H312 (harmful in contact with skin). H317 (may cause allergic skin reaction). Individual terpenes may be present up to a concentration of 0.5% in undiluted products. H334 (may cause allergy or asthma symptoms or breathing difficulties if inhaled). H340 (may cause genetic defects). H350 (may cause cancer). H360 (may damage fertility or the unborn child). H372 (may cause damage to organs through prolonged or repeated exposure).</p>
SC5 Reduce Respiratory Particle Exposure	<p>The following requirements are implemented during periods when higher incidence of respiratory disease is likely:</p> <p>At least one of the following distancing strategies:</p> <p>*Queuing marks to increase distance between people while waiting in line (e.g., in elevator lobbies, at check-out counters) and *while using moving sidewalks and escalators, as applicable.</p> <p>*Screens, protective furnishings or other engineering controls to reduce particle exchange at security check-ins, reception areas, check-out counters and other places with frequent interaction between occupants and a stationary worker.</p> <p>*Self-service systems to control ingress or egress to the project (e.g., at reception desks or checkout counters).</p> <p>At least one of the following circulation strategies:</p> <p>*One-way hallways and corridors. *Separate entry and exit doors at pedestrian building entrances. *Separate entry and exit for restrooms except single-user bathrooms.</p> <p>All of the following in any shared spaces (e.g., meeting rooms, workspaces, communal kitchens):</p> <p>*Strategies to increase distance among occupants. *Expectations and requirements for usage of face coverings or personal protective equipment. *Clearly communicated rules for occupancy to reduce respiratory particle exposure and rationale for their use.</p> <p>At least one of the follow communication strategies to educate occupants about the practices implemented by the project to reduce respiratory particle exposure:</p> <p>*Monthly communication (e.g., email, webcast) to all regular occupants. *Prominent signage (physical or digital) at all building entrances and in shared spaces.</p>
Emergency Preparedness Programs	

<p>SE1 Develop Emergency Preparedness Plan</p>	<p>The following requirements are met:</p> <p>A risk assessment is undertaken to address at minimum the following: Identify project assets (e.g., employees, facilities). Establish a pathway for vulnerable occupants or groups (e.g., older adults, people with disabilities, pregnant women, children) to confidentially identify their specific needs for an emergency. Evaluate potential impacts of relevant hazards and identify high-risk hazards. Determine emergency management planning priorities.</p> <p>An emergency management plan is in place outlining response in the case of emergency situations within the building or surrounding community, addressing at minimum the following hazards: Natural (e.g., flood, tsunami, wildfire, earthquake, heatwave). Fire. Health (e.g., acute medical emergency, infectious disease pandemic). Technological (e.g., power loss, chemical spill, explosion). Human-caused (e.g., civil unrest, active shooter, terrorism).</p> <p>The emergency management plan meets the following requirements: Incorporates annual (at minimum) inventory and maintenance of building emergency response resources (e.g., first aid kits, automated external defibrillators (AEDs), emergency notification system, personal protective equipment) and operations capabilities (e.g., backup power, remote management systems). Includes a list of specialized personnel that is updated annually (at minimum) and includes roles and contact information of the emergency response team. Plan is reviewed and updated (as needed) on an annual basis and is easily accessible to all regular occupants.</p> <p>Regular occupants are provided education and training on emergency preparedness and response, including the following: Communications about the emergency management plan and related resources, including guidance by relevant local-, state-, regional- or global-level emergency response agencies (e.g., WHO, FEMA or equivalent), annually (at minimum), to employees during new employee onboarding and during an emergency event. Practice drills or other operations-based or discussion-based exercises conducted annually (at minimum) for each high-risk hazard identified in the risk assessment, and conducted every two years (at minimum) for other hazards covered under the emergency management plan.</p>
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SE2 Develop Business Continuity Plan	<p>Projects implement a business continuity plan (BCP) that addresses at minimum the following:</p> <ul style="list-style-type: none">*Determines critical business functions, processes, supporting resources and dependencies (e.g., email, internet connectivity, third-party suppliers or service providers, interdependent departments).*Includes a list of the members, roles and responsibilities of the business continuity team and convenes the team twice annually (at minimum) to review, test and update (as needed) the plan.*Implements a business impact analysis to evaluate the likely effects resulting from disruption of normal business functioning due to a disaster and identifies which critical business functions should be prioritized for recovery.*Conducts a remote work readiness assessment, including at minimum the following:<ul style="list-style-type: none">-Evaluates which employees and/or positions (if any) are able to work remotely.-Evaluates which employees and/or positions (if any) have the necessary support infrastructure to work productively in a remote situation.-Evaluates whether organizational technology (e.g., company laptops, virtual private network (VPN)) is set up to support enterprise-wide remote work.-Implements the strategies necessary to support remote work readiness as determined by the evaluation, including (as applicable) methods of communication to employees during remote work and provision for alternate work locations.-Outlines strategies to support short- and long-term continuity in various disasters (e.g., blizzard, pandemic), restore and maintain business operations following disruption and re-mobilize to address recurring disasters.
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SE3 Plan for Healthy Re-Entry**Projects establish a plan for re-entry into the project after an emergency event, addressing at minimum the following:**

- *Consultation with regular occupants prior to and just after re-entry to understand their needs and concerns related to re-entry.
- *Applicable safety, compliance and risk inspections of water, mechanical, electrical, ventilation and life safety systems, including necessary actions to restart building and facility systems after prolonged shutdown and approval or clearance for safe re-entry.
- *A list of roles for those who will be responsible for overseeing the re-entry plan. While roles and contact information should be made available to an organization's personnel, it is not necessary to include this information in the plan submitted for purposes of verifying this feature.
- *Re-evaluation and adjustment (as needed) of human resources, workplace wellness and employee support policies and amenities (e.g., use of common areas and shared spaces like wellness rooms, food provision, physical activity programs) to support a safer and healthier re-entry.
- *Policy to support phased re-entry (as needed) offering part-time options, work from home flexibility and/or flexible schedules for all employees (as feasible), particularly for parents and caregivers who may have specific dependencies (e.g., due to childcare closures or a sick family member) and vulnerable groups (e.g., people with disabilities or who may be particularly vulnerable to infectious disease).
- *Re-evaluation and adjustment of facilities management policies and protocols to support a safer and healthier re-entry, including but not limited to:
 - Crowd management and spacing and physical distancing of individuals.
 - Heightened security measures (e.g., temperature screening, security personnel to monitor masking requirements).
 - Access to personal protective equipment (PPE).
 - Additional sanitization supplies and other cleaning or maintenance protocols.
 - Contingency planning and re-closure measures should the same hazard that forced initial closure re-occur.
- *Frequent communications through multiple methods (e.g., emails, signage, trainings) to all relevant stakeholders, including (as applicable) employees, occupants, residents, facilities management team, contractors and community members, on: the re-entry plan; new or altered policies; operations and procedures; relevant local-, state-, national- or global-level re-entry guidelines and how the project will address occupant health and safety concerns.
- *Evaluation and incorporation of re-entry guidelines (as available) provided by a relevant local-, regional- or global-level emergency response agency (e.g., WHO, government emergency management agency or equivalent) into the plan, and adherence to instructions provided by that agency during re-entry.

<p>SE4 Provide Emergency Resources</p>	<p>1: Promote Emergency Resources Resources are in place that support emergency response, including <u>at least three</u> of the following:</p> <ul style="list-style-type: none"> *Information indicating emergency procedures (e.g., containment and response strategies for infectious disease outbreaks, evacuation during fire or earthquake, shelter-in-place during active shooter) available to all guests upon entrance to the building. *Building emergency notification system with auditory and visual indicators of emergency (e.g., public address systems, flashing lights). *At least one first aid kit per floor. *AEDs accessible to any occupant within 3-4 minutes and adoption of routine maintenance and testing schedule. The locations of building AEDs are identified through posters, signs or other forms of communication other than on the AED itself. *Undesignated epinephrine auto-injectors for food allergy emergencies. *Rides subsidized by at least 50% to destination of need for emergency situations (e.g., urgent medical needs, personal or family emergency), including from home to work as needed (e.g., during public transit shutdown). <p>AND</p> <p>2: Provide Emergency Training and Personnel <u>At least two</u> of the following are in place:</p> <ul style="list-style-type: none"> *Emergency response team for medical emergencies, including at least one certified medical professional, first responder or other qualified personnel who has received emergency medical training (e.g., Emergency Medical Technician, paramedic, police, fire service, individuals certified in advanced first aid) present within the building during regular business hours. *Security or crisis response team for human-caused disruptions (e.g., civil unrest, active shooter, terrorism). *Annual availability to regular occupants of a certified training course on CPR, first aid and AED usage. *Trainings to promote individual and family emergency preparedness available to regular occupants that address at least the following topics: <ul style="list-style-type: none"> -Creating evacuation or sheltering plans. -Building emergency kits, supplies and go-bags. -Planning communications with family or primary contacts in case of emergency.
<p>SE5 Bolster Emergency Resilience</p>	<p>Projects implement <u>at least one</u> of the following:</p> <ul style="list-style-type: none"> *Designated outdoor or indoor space is made available to emergency responders, relief organizations or other equivalent institutions at no cost for alternative use in case of emergency (e.g., shelter during a natural disaster, treatment area during a pandemic). *Employee assistance fund provided for emergency use by employees in at least two of the following critical scenarios: <ul style="list-style-type: none"> -Sheltering from domestic violence or abuse. Quarantine due to infectious disease exposure. -Damage to employee housing from a disaster. *Shelter-in-place plan for emergencies in which occupants cannot leave the project (e.g., hurricane, chemical spill) that includes the following: <ul style="list-style-type: none"> -A shelter-in-place kit with resources to help occupants shelter in place within the project for at least 24 hours (e.g., water, food supplies, blankets, flashlights, first aid kit). -A pathway for occupants or groups who may be more vulnerable (e.g., older adults, people with disabilities, pregnant women, children) to confidentially identify specific needs they may have during a shelter-in-place emergency. -Procedures for communicating to occupants the decision to evacuate or shelter-in-place during an emergency. -A commitment to incorporate shelter-in-place guidelines provided by a relevant local, regional- or global-level emergency response agency (e.g., WHO, FEMA or equivalent) into the plan, and to adhere to instructions provided by that agency during a shelter-in-place emergency. -Annual (at minimum) occupant trainings on the shelter-in-place plan.

Health Service Resources	
SH1 Provide Sick Leave	<p>1: Provide Short-term Sick Leave Employers provide a short-term sick leave policy for all eligible employees, distinct from family and parental leave, that <u>includes the following</u>:</p> <p>*At least one of the following:</p> <ul style="list-style-type: none"> -At least 10 days of sick leave are paid at 50% or higher of the employee's full salary or wages, offered through a flat rate or annual accrual, during any 12-month period for any health condition. -At least 20 days of combined paid time off and sick leave. Projects using a blended policy must also pursue feature Promote Health and Well-Being or document how they are cultivating a culture of health that encourages employees to take time off for acute physical and mental health needs. <p>*Statement that discourages employees from coming into work when they feel sick, and from doing work while on sick leave.</p> <p>AND</p> <p>2: Provide Long-term Sick Leave *Employers provide a long-term sick leave policy for all eligible employees, distinct from paid time off and family leave, that includes <u>at least one</u> of the following:</p> <ul style="list-style-type: none"> -At least 12 weeks of sick leave (which may be unpaid) during any 12-month period for a chronic or serious health condition that involves inpatient care in a hospice or residential healthcare facility (e.g., stroke, infectious disease, surgery) or continuing treatment and/or supervision by a healthcare provider (e.g., diabetes, asthma, terminal cancer). -One or more of the following to support all eligible employees recovering from serious health conditions: <ul style="list-style-type: none"> --Part-time options. --Work from home flexibility. --Flexible schedules.
SH2 Provide Health Benefits	<p>The following requirements are met:</p> <p>*A health benefits plan is available to all eligible employees and their designated dependents (e.g., spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling) at no cost or subsidized that <u>includes the following</u> services:</p> <ul style="list-style-type: none"> --Medical care. --Dental care. --Vision care. --Mental health and substance use services. --Sexual and reproductive health services, including obstetrics and gynecology (OB-GYN) services and sexually transmitted infection (STI) testing and treatment. --Medication/prescription coverage. --Essential immunizations based on region. --Preventive screenings and biometric assessments. --Tobacco cessation programs. --Infectious disease testing (e.g., tuberculosis, malaria, COVID-19) during a regional or global infectious disease outbreak, epidemic or pandemic as declared by a regional or global public health agency (e.g., WHO, disease control and prevention centers or equivalent institution) --Confidential benefits consultations are available with clearly identified and qualified support staff (e.g., benefits counselor, human resources representative).

SH3 Support Mental Health Recovery	<p>Projects offer mental health services to support recovery from a traumatic event, to all employees at no cost or subsidized, either on-site, in-person within 400 m [0.25 mi] of the project boundary, or virtually, including <u>at least three</u> of the following:</p> <ul style="list-style-type: none"> *Crisis counseling or trauma-focused psychotherapy with qualified mental health professionals. *Psychological first aid (PFA) training offered to all employees and/or required for manager-level employees. *Bereavement counseling and materials on coping with grief, including resources for returning to work after a loss. *Information on benefits coverage and how to access additional mental health services, made conveniently and confidentially accessible to employees.
SH4 Promote Flu Vaccines	<p>Projects provide <u>one</u> of the following vaccine programs at no cost to regular occupants:</p> <ul style="list-style-type: none"> *Annual on-site seasonal influenza (flu) vaccine starting at least one month prior to peak flu season in the project region. *Health insurance coverage or voucher for flu vaccination, and for employees (as applicable) paid time during the workday to receive immunization for seasonal influenza. <p>Vaccine program is accompanied by a seasonal flu prevention campaign that <u>covers the following</u>:</p> <ul style="list-style-type: none"> *Alerts regular occupants regarding the availability of on-site flu vaccine clinic, coverage or vouchers and encourages or incentivizes individuals to receive the vaccine. *Educates regular occupants on the health reasons to receive the vaccine and good hand hygiene and cough etiquette, and instructs them to stay home when experiencing flu-like symptoms.
SH5 Promote a Smoke-Free Environment	<p>1: Prohibit Indoor Smoking Smoking and the use of e-cigarettes is prohibited in interior spaces within the project boundary.</p> <p>AND</p> <p>2: Prohibit Outdoor Smoking Smoking and the use of e-cigarettes is prohibited in the following areas, with signage present to clearly communicate the ban:</p> <ul style="list-style-type: none"> *Outdoors at ground level within 7.5 m [25 ft] (or the maximum extent allowable by local codes) of all entrances, operable windows and building air intakes. Signage is present to clearly communicate the ban. In outdoor areas within the project boundary that allow smoking (if any), signs are placed along walkways (not more than 30 m [100 ft] between signs) that describe the hazards of smoking. *On decks, patios, balconies, rooftops and other occupiable outdoor areas above ground level.
Air & Water Quality Management	
SA1 Assess Ventilation	<p>A qualified engineer provides the project with an assessment <u>of the following</u>:</p> <ul style="list-style-type: none"> *The highest supply rate of outdoor air the current mechanical system can provide. *Potential modifications to system controls to increase supply of outdoor air (e.g., ventilating for longer hours, changing the setpoint for demand-controlled ventilation systems). *The extent to which the current mechanical system can operate without recirculating air *How and if any of the potential HVAC system modifications would affect the following: <ul style="list-style-type: none"> -Energy consumption. -The ability to manage thermal comfort conditions (e.g., higher ventilation leading to draft, recirculation elimination straining conditioning capacity). -Maintenance processes.

<p>SA2 Assess and Maintain Air Treatment Systems</p>	<p>1: System Inventory Project provides an inventory of all filters and UVGI equipment currently used to treat the air in the following locations (if any): *Ducts and air handling units. *Fan coil units. *Standalone air cleaning devices. AND 2: Air Treatment Assessment A qualified engineer provides the project with an assessment of the following attributes of ventilation in occupiable areas: *The highest efficiency of media or other particle filters (particularly for recirculated air, if any) that can be installed with the current mechanical system. *The capacity of the current mechanical system to utilize UVGI equipment. Project provides one of the following: *Conditions under which project will install these treatment systems. *A timeline for the installation of treatment systems. AND 3: Device Maintenance For devices identified in the System Inventory, the following requirement is met: *Evidence that the filters and/or UV lamps have been replaced according to the manufacturer's recommendation is submitted annually through the WELL digital platform.</p>
<p>SA3 Develop Legionella Management Plan</p>	<p>1: Develop Legionella Plan *Addresses hot water systems, cooling towers, decorative fountains and any other devices or spaces under control of the project where water is recirculated and aerosolized. *Includes the items listed below: -Determination of roles for Legionella management in the building, distinguishing those under project control from those that may be the responsibility of building management or other parties. -Water system inventory and process flow diagrams of systems within the project boundary. -Hazard analysis of water assets within the project boundary. If the project does not operate the building hot water supply system (e.g., boilers, heaters, pumps or hot water risers), then an explanation of the building-wide Legionella management policies (if any) and how they influence risk is included. -A list of monitoring actions for relevant variables (e.g., temperature or residual chlorine), performance limits associated with these variables and corrective actions when variables exceed such limits. -A list of critical control points (locations where actions to maintain relevant variables listed in (4) within performance limits are applied) within the project boundary. -Verification and validation procedures for evaluating the suitability and proper implementation of the management plan. A Legionella sampling schedule is included if projects have operational control over cooling towers and spas. -Protocols for documenting results of monitoring activities and corrective actions. If sampling for Legionella is planned, results are included. AND 2: Implement Legionella Plan *Documentation of monitoring results, corrective actions and Legionella sample results as stated in the Legionella management plan are submitted annually through the WELL digital platform.</p>

SA4 Monitor Air and Water Quality	<p>1: Monitor Air Parameters The following pollutants are monitored in occupiable spaces (with a quantity and location of sampling points complying with the requirements outlined in the Performance Verification Guidebook) at intervals no longer than once per year, and results are submitted annually through the WELL digital platform: *PM2.5 and/or PM10. *Total VOCs and/or Formaldehyde. *Ozone. *Carbon Monoxide.</p> <p>AND</p> <p>2: Assess Chemical and Biological Water Quality The following drinking water parameters are sampled at intervals of no less than once per year and results are submitted annually through the WELL digital platform: *Turbidity. *pH. *Residual (free) chlorine. *Total coliforms, only if residual chlorine is below detection limits.</p>
SA5 Manage Mold and Moisture	<p>1: Manage Moisture The project implements a moisture management plan for building operations that contains the following: *A schedule of periodic inspections for signs and potential sources of water damage or pooling, discoloration and mold on ceilings, walls, floors and HVAC equipment. *A system or inspection protocol to periodically assess water pipe leaks. *A system for occupants and tenants to notify building management about mold or water damage.</p> <p>AND</p> <p>2: Inspect for Leaks and Mold *Results of inspections for mold and leaks (including any mold test results) are submitted annually through the WELL digital platform.</p>
Stakeholder Engagement & Communication	
SS1 Promote Health & Well-Being	<p>1: Promote Health-Oriented Mission The project establishes a health-oriented mission that meets the following requirements: *Connects supporting and improving occupant health to the organizational objectives or mission statement. *Outlines the project's objectives for health promotion.</p> <p>AND</p> <p>2: Provide Feature Guide A physical or digital feature guide, such as the WELL Health-Safety Rating report, will be prominently displayed and/or made widely available to all occupants upon rating achievement, meeting the following requirements: *Describes the WELL Health-Safety Rating features achieved by the project.</p> <p>AND</p> <p>3: Provide Occupant Communication Quarterly communications (e.g., emails, modules, trainings) are sent to regular occupants, and onboarding communications are given to new employees, about health resources, programs, amenities and policies available to them addressed by the features achieved by the project.</p>
SS2 Share Food Inspection Information	<p>All food service establishments within project boundary have <u>at least one</u> of the following prominently displayed on-premises and clearly visible to customers entering the establishment: *Publicly available food hygiene or sanitary inspection report by the local health department or other third-party inspection agency. *Scoring or letter grading system issued by the local health department or other third-party inspection agency.</p>

EXHIBIT 7: TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, DLR Group, Inc. hereby certifies that wage rates and other factual unit costs supporting the compensation for the architectural and/or engineering services of the Architect to be provided under this Agreement, concerning the Alachua County Court Civil Court Building are accurate, complete and current as of the time of contracting.

ARCHITECT
DocuSigned by:
By: Todd Orr :
4C78C2FB82E2467 ...

Todd Orr

Print: _____

Title: President

Date: 11/8/2023

EXHIBIT 8: LEEDS

ELEMENT	REQUIREMENTS	Y	M	N
Location & Transportation				
<i>Sensitive Land Protection</i>	Locate the development footprint on land that has been previously developed			
<i>Surrounding Density & Diverse Uses</i>	Building's main entrance is within 1/2 mile walking distance of the main entrance of eight or more existing and publicly available diverse uses. (e.g.shops, restaurants, markets)			
<i>Access to Quality Transit</i>	Locate any functional entry within 1/4 mile walking distance of existing or planned bus stops or 1/2 mile of existing or planned bus rapid transit stops. (Planned stops must be completed within 24 months of certificate of occupancy.) Routes must have service in opposite directions and a minimum of 72 weekday trips and 40 weekend trips.			
<i>Bicycle Facilities</i>	Locate the project with a functional entry and/or bicycle storage is within 200 yds walking/bicycling distance from a bicycle network that connects to at least 10 diverse uses or a bus rapid transit stop.			
<i>Reduced Parking Footprint</i>	Do not exceed the minimum local code requirements for parking capacity. Achieve a 40% reduction from base ratios a recommended by the Parking Consultants Council. Must include all existing and new off-street parking spaces that are leased or owned by the project, including parking that is outside the project boundary but is used by the project. See LEED credit language for additional requirements.			
<i>Green Vehicles</i>	Designate 5% of all parking spaces used by the project as preferred parking for green vehicles. Install electrical vehicle charging stations in 2% of all parking spaces used by the project.			
<i>Construction Activity Pollution Prevention</i>	Create and implement an erosion and sedimentation control plan for all construction activities associated with the project. The plan must conform to the erosion and sedimentation requirements of the 2012 U.S. Environmental Protection Agency (EPA) Construction General Permit (CGP) or local equivalent, whichever is more stringent. The plan must describe the measures implemented.			

<i>Site Assessment</i>	Complete and document a site survey or assessment that includes topography, hydrology, climate, vegetation, soil, human use, & human health effects.			
<i>Site Development - Protect or Restore Habitat</i>	Option 1: Using native or adapted vegetation, restore 30% (including the building footprint) of all portions of the site identified as previously disturbed. Option 2: Provide financial support equivalent to at least \$0.40 per square foot (US\$4 per square meter) for the total site area (including the building footprint).			
<i>Open Space</i>	Provide outdoor space greater than or equal to 30% of the total site area (including building footprint). A minimum of 25% of that outdoor space must be vegetated (turf grass does not count as vegetation) or have overhead vegetated canopy.			
<i>Rainwater Management</i>	In a manner best replicating natural site hydrology processes, manage on site the runoff from the developed site for a minimum of the 95th percentile of regional or local rainfall events using low-impact development (LID) and green infrastructure. OR: Manage on site the annual increase in runoff volume from the natural land cover condition to the postdeveloped condition.			
<i>Heat Island Reduction</i>	Use roofing materials with an initial SRI equal or greater to 82 and a 3-year aged SRI of 64,			
<i>Light Pollution Reduction</i>	Meet uplight and light trespass requirements.			
<i>Outdoor Water Use Reduction</i>	Show that the landscape does not require a permanent irrigation system beyond a maximum two-year establishment period. OR: Reduce the project's landscape water requirement by at least 30% from the calculated baseline for the site's peak watering month.			
<i>Indoor Water Use Reduction</i>	Reduce aggregate water consumption by 20% from the baseline. All newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling must be WaterSense labeled. Additional requirements address appliance and process water use.			
<i>Building-Level Water Metering</i>	Install permanent water meters that measure the total potable water use for the building and associated grounds.			

<i>Cooling Tower Water Use</i>	For cooling towers and evaporative condensers, conduct a one-time potable water analysis, in order to optimize cooling tower cycles. Limit cooling tower cycles to avoid exceeding maximum values for any of the required parameters.			
<i>Water Metering</i>	Install permanent water meters for two or more of the following water subsystems: irrigation, indoor plumbing fixtures and fittings, domestic hot water, boiler, reclaimed water, other process water.			
<i>Fundamental Commissioning & Verification</i>	Complete Cx process activities for mechanical, electrical, plumbing, and renewable energy systems and assemblies, per ASHRAE guidelines. Develop an OPR & BOD. Develop and implement a Cx Plan. Incorporate Cx requirements into CDs.			
<i>Minimum Energy Performance</i>	Demonstrate an improvement of 5% in energy savings above baseline per ASHRAE 90.1-2010 Appendix G.			
<i>Building-Level Energy Metering</i>	Install building-level energy meters, or submeters that can be aggregated to provide building-level data representing total building energy consumption (electricity, natural gas, chilled water, steam, fuel oil, propane, biomass, etc).			
<i>Fundamental Refrigerant Management</i>	Do not use chlorofluorocarbon (CFC)-based refrigerants in new heating, ventilating, air-conditioning, and refrigeration (HVAC&R) systems.			
<i>Enhanced Commissioning</i>	Enhanced Cx / Monitoring-based Cx / Envelope Cx - paths to choose from as part of requirements.			
<i>Optimize Energy Performance</i>	Demonstrate an improvement of 6% or more in energy savings above baseline per ASHRAE 90.1-2010 Appendix G.			
<i>Advanced Energy Metering</i>	Install advanced energy metering for the following: all whole-building energy sources used by the building; and any individual energy end uses that represent 10% or more of the total annual consumption of the building.			
<i>Demand Response</i>	Design building and equipment for participation in demand response programs through load shedding or shifting. On-site electricity generation does not meet the intent of this element.			

<i>Renewable Energy Production</i>	Use renewable energy systems to offset minimum of 1% of building energy costs.			
<i>Enhanced Refrigerant Management</i>	Do not use refrigerants, or use only refrigerants (naturally occurring or synthetic) that have an ozone depletion potential (ODP) of zero and a global warming potential (GWP) of less than 50.			
<i>Green Power & Carbon Offsets</i>	Engage in a contract for qualified resources that have come online since January 1, 2005, for a minimum of five years, to be delivered at least annually. The contract must specify the provision of at least 50% or 100% of the project's energy from green power, carbon offsets, or renewable energy certificates (RECs). Green power and RECs must be Green-e Energy certified or the equivalent.			
<i>Storage & Collection of Recyclables</i>	Provide dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building. Recyclable materials must include mixed paper, corrugated cardboard, glass, plastics, and metals. Take appropriate measures for the safe collection, storage, and disposal of two of the following: batteries, mercury-containing lamps, and electronic waste.			
<i>Construction & Demolition Waste Management Planning</i>	Establish waste diversion goals for the project by identifying at least five materials (both structural and nonstructural) targeted for diversion. approximate a percentage of the overall project waste that these materials represent. Specify whether materials will be separated or commingled and describe the diversion strategies planned for the project. Describe where the materials will be taken and how the recycling facility will process the material.			

<i>Building Life-Cycle Impact Reduction</i>	Demonstrate reduced environmental effects during initial project decision-making by demonstrating a reduction in materials use through life-cycle assessment. Select at least three of the following impact categories for reduction: global warming potential (greenhouse gases), in kg CO ₂ e; depletion of the stratospheric ozone layer, in kg CFC-11e; acidification of land and water sources, in moles H ⁺ or kg SO ₂ e; eutrophication, in kg nitrogen eq or kg phosphate eq; formation of tropospheric ozone, in kg NO _x , kg O ₃ eq, or kg ethene; and depletion of nonrenewable energy resources, in MJ using CML / depletion of fossil fuels in TRACI.			
<i>Environmental Product Declarations</i>	Use at least 20 different permanently installed products sourced from at least five different manufacturers that provide EPDs.			
<i>Sourcing of Raw Materials</i>	Several different options to choose from to meet the requirements.			
<i>Material Ingredients</i>	Several different options to choose from to meet the requirements.			
<i>Construction & Demolition Waste Management</i>	Divert at least 50% of the total construction and demolition material; diverted materials must include at least three material streams.			
<i>Minimum Indoor Air Quality Performance</i>	Using the ventilation rate procedure, meet the minimum requirements of ASHRAE Standard 62.1–2010, Sections 4–7, Ventilation for Acceptable Indoor Air Quality (with errata).			
<i>Environmental Tobacco Smoke Control</i>	Prohibit smoking inside the building. Prohibit smoking outside the building except in designated smoking areas located at least 25 feet from all entries, outdoor air intakes, and operable windows. Also prohibit smoking outside the property line in spaces used for business purposes. Signage must be posted within 10 feet of all building entrances indicating the no-smoking policy.			
<i>Enhanced Indoor Air Quality Strategies</i>	Addresses entryway systems (grates, mats, etc.); interior cross-contamination prevention; and filtration.			
<i>Low-Emitting Materials</i>	Addresses materials emissions of VOCs.			
<i>Construction Indoor Air Quality Management Plan</i>	Develop and implement an indoor air quality (IAQ) management plan for the construction and preoccupancy phases of the building. Follow SMACNA guidelines.			

<i>Indoor Air Quality Assessment</i>	Require either flush-out or air quality testing.			
<i>Thermal Comfort</i>	Design heating, ventilating, and air-conditioning (HVAC) systems and the building envelope to meet the requirements of ASHRAE Standard 55–2010. Provide individual thermal comfort controls for at least 50% of individual occupant spaces. Provide group thermal comfort controls for all shared multioccupant spaces, and for any individual occupant spaces without individual controls. Thermal comfort controls allow occupants, whether in individual spaces or shared multioccupant spaces, to adjust at least one of the following in their local environment: air temperature, radiant temperature, air speed, and humidity.			
<i>Interior Lighting</i>	Requirements are similar to those for thermal comfort.			
<i>Daylight</i>	Requires glare-control devices and prescriptive daylight levels.			
<i>Quality Views</i>	Achieve a direct line of sight to the outdoors via vision glazing for 75% of all regularly occupied floor area. Must be quality views.			
<i>Acoustic Performance</i>	For all occupied spaces, meet the following requirements, as applicable, for HVAC background noise, sound isolation, reverberation time, and sound reinforcement and masking.			
<i>Bicycle Facilities</i>	Requirements listed above.			
<i>Outdoor Water Use Reduction</i>	Requirements listed above.			
<i>Rainwater Management</i>	Requirements listed above.			
<i>Sensitive Land Protection</i>	Requirements listed above.			
<i>Access to Quality Transit</i>	Requirements listed above.			
<i>Site Development - Protect or Restore Habitat</i>	Requirements listed above.			

EXHIBIT 9: HOURLY RATES

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90