

**AGREEMENT NO. 12042 BETWEEN ALACHUA COUNTY AND DLR GROUP, INC.  
FOR THE PROFESSIONAL SERVICES FOR THE A & E PROFESSIONAL SERVICES  
FOR THE COURT SERVICES SUPPORT BUILDING**

This Agreement is entered by and between Alachua County, Florida, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and DLR Group, Inc., a Florida corporation whose principle business address is 100 East Pine Street Suite 404, Orlando, FL 32801-2761, hereinafter referred to as "Architect". Collectively the County and Architect are hereinafter referred to as "Parties".

**WITNESSETH**

**WHEREAS**, the County issued Request for Proposal (RFP) No. 21-951, seeking proposals to hire a professional to provide services for the design and architectural management over the construction of a new Court Services Support Building; and

**WHEREAS**, after evaluating and considering all timely responses to RFP No. 21-951, the County identified the Architect as the top ranked firm; and

**WHEREAS**, the County desires to contract with the Architect to provide professional services to design the Court Services Support Building; and

**WHEREAS**, the Architect desires to provide these services to the County as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. **Definitions:**

- 1.1. **Construction Documents:** Plans, drawings, specifications, approved change orders, revisions, addenda, and other information which set forth in the detail and communicate the project design for construction and administering the construction contract for the Alachua County Court Services Support Building.
- 1.2. **Final Completion:** The stage of construction when the work has been completed in accordance with the Agreement for Construction and the County has received all documents and items necessary for closeout of the work.
- 1.3. **Substantial Completion:** The stage of completion when the County can occupy or beneficially use satisfactorily completed work.

2. **Term:**

- 2.1. This Agreement is effective upon execution by the Parties hereto and continues until all duties are completed or until terminated as provided for herein.
- 2.2. 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. Therefore, the continuation of this Agreement beyond the end of any 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.

3. **Project Description and Location:**

The Architect shall provide architectural, engineering, and planning services to design the Court Services Support Building (hereinafter referred to as the "Court Services Support Building" or the "building") on the Alachua County Judicial Justice Center site (the "Project"). The size of the building will be approximately 28,000 square foot; and two stories. The plan for this facility is to provide space for justice, justice-related occupants. It shall provide space for the Court Services, Court Alternative Services, and other related services as determined during the establishment of the Program. According to the Alachua County's Downtown Master Space Needs Plan, the building is programmed to be constructed within the six-block area southwest of the existing Criminal Courthouse complex, in downtown Gainesville, Florida. The design will include all necessary site improvements and address staff parking lots. Some modifications to the storm water infrastructure are anticipated.

4. **General Requirements:** The Architect shall provide the following Services, including, but not limited to the following ("Services"):

- 4.1. All architectural, site evaluation, engineering and planning services to design the new Alachua County Court Support Services Building.
- 4.2. Architectural and engineering services to include structural, mechanical and electrical engineering, solar design and engineering, programming, civil traffic, cost estimating, landscape and irrigation design, interior design, signage and graphics, and security design. These Services will specifically include the preparation of construction documents and technical specifications.
- 4.3. Attend all scheduled meetings and conferences required by the County in the administration of this Agreement, including concurrence with Court Services and other

stakeholders, as defined and deemed necessary by the County.

- 4.4. Maintain written minutes in such a manner as to record the agreements and understandings resulting from meetings, conferences and discussions.
- 4.5. Provide schedules indicating start/completion dates for the overall design Project and for shorter term detailed information, as requested by the County.
- 4.6. 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.
- 4.7. Coordinate with the County in making direct purchase of high dollar and long lead items, such as chillers, HVAC units, roofing material, solar panels, steel, etc.
- 4.8. Support building commissioning requirements on staff or understand the steps involved with satisfying building commissioning requirements. The building shall be commissioned as a WELL Health+Safety Rating Program in accordance with the standards contained in **Exhibit 8**, attached hereto.
- 4.9. The Architect will have knowledge of the general rules for designing, specifying, and building green and shall work to:
  - 4.9.1. Maximize durability.
  - 4.9.2. Maximize energy efficiency
  - 4.9.3. Maximize future recyclables.
  - 4.9.4. Maximize maintainability.
  - 4.9.5. Maximize recycled content
  - 4.9.6. Maximize use of local and regional materials.
  - 4.9.7. Minimize embodied energy. Promote the highest and best use of a material to avoid wasting its embodied energy.
  - 4.9.8. Minimize use of hazardous natural chemicals (asbestos, lead etc.)
  - 4.9.9. Minimize use of synthetic chemicals.
- 4.10. Lead the County through various exercises reviewing compliance, energy modeling and decision-making tools, such as; whole building simulation software, component simulation software, etc.
- 4.11. 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.
- 4.12. Assist the County in developing a solution to resolving the loss of over 24 parking spaces caused by construction of the new building and examine parking services to accommodate

an additional 24 vehicles parking spaces in downtown for vehicles owned by County employees. (approx. parking space impact of 24 spaces).

- 4.13. Ensure that the Court Services Support Building complies with accepted Federal and State standards for the Courthouse perimeter security. Ensure that all plans including construction documents meets the latest Florida Accessibility Code and Florida Building Codes.
- 4.14. Examine site utility characteristics including water distribution, waste water collection to accommodate additional flows, electrical distribution, and storm water. Any budgetary impact must be immediately reported to the County.
- 4.15. Review the Environmental Assessment of the site provided by the County to proper remediation measures are represented in the Construction Documents.
- 4.16. Attend and represent the County in all City of Gainesville Land Development Codes Review meetings.

5. **Payments:**

- 5.1. 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 "1"**, *Basis of Compensation*, which is attached hereto and made part hereof.
- 5.2. As a condition precedent to the County's obligation to make any payment under this Agreement, the Architect shall submit monthly, unless otherwise agreed in writing by the County, invoices to the County requesting payment for Services properly rendered and expenses due. The Architect's invoice shall describe with reasonable particularity each Service rendered, the date thereof, [the time expended, if billed by hour,] and the person(s) rendering such Service. The Architect's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Architect, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Architect's representation to the County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. 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, incurred in connection with the Project, will be paid in full. The Architect shall submit invoices to the County at the following address:

Alachua County Public Works Department  
Attn: Public Works Department Director  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida, 32653  
[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

5.3. The County shall make payment to the Architect, of all sums properly invoiced under the Agreement, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

DLR Group, Inc.  
100 East Pine Street Suite 404,  
Orlando, FL 32801-2761

6. **Representation and Warranties:** By executing this Agreement, the Architect makes the following express representations and warranties to the County:

6.1. The Architect is a licensed Architect in the State of Florida and with all public entities having jurisdiction over the Architect and the Services to be provided by the Architect under this Agreement, or shall cause such services to be performed by appropriately licensed design professionals;

6.2. The Architect shall maintain the necessary licenses, permits or other authorizations necessary for the Architect to perform the Services under this Agreement until all of the Services hereunder have been fully satisfied and completed;

6.3. The Architect shall perform the Services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (“Standard of Care”). The Architect shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project;

6.4. The Architect has or will become familiar with the location of the Court Services Support Building, and the local conditions under which same will be designed, constructed, and operated, including any applicable regulations and codes of the City of Gainesville;

6.5. Pursuant to and to the extent provided in Section 558.0035, Florida Statutes (2021), AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHITECT WILL NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF

## SERVICES PROVIDED IN THIS AGREEMENT;

- 6.6. The Architect agrees that the deliverables prepared will be adequate and sufficient to accomplish the purposes of this Agreement and meet the requirements of the applicable federal, state and local codes and regulations;
- 6.7. All Plans, Drawings and Specifications produced by the Architect will provide a progress approval statement requiring the signature of County and User Group's review. As a minimum, this block should include date, completion percent, County representation, user group representation, and comments. The County's review, approval or suggested revision to the Construction Documents shall not constitute a waiver, release or acceptance of any error or omission in the Construction Documents and shall in no way waive or release Architect from its duty to completely perform this Agreement;
- 6.8. The Architect agrees that the County's review, approval or suggested revisions to the deliverables in no way diminishes the Architect's obligation to comply with the Standard of Care as defined in paragraph 6.3 above;
- 6.9. 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 signature and seal of a person in the full employment of Architect or duly retained by Architect and duly licensed in the appropriate professional category; and

The Parties acknowledge that Architect may contract or otherwise retain the services of consultants, subcontractor or other professional (collectively, the "Consultants") to assist it in performing any of its services under this Agreement.

### 7. **Architect's Representative:**

- 7.1. 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.
- 7.2. 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 2** 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 2** 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.

- 7.3. 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.
  - 7.4. 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.
  - 7.5. 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.
8. **Services, Obligations and Responsibilities of the Architect Before Construction:** Architect shall have and perform the following duties, obligations and responsibilities to the County for the Court Services Support Building, included, but not limited to:
- 8.1. **Arts and Public Places:** The Architect shall participate, as required, in future coordination in Art in Public Places requirements in the building.
  - 8.2. **Meeting Protocols:**
    - 8.2.1. The Architect shall attend meetings as required by the County, however limited to a number of meetings by phase as defined herein:
      - 8.2.1.1. Schematic Design (SD) twice-monthly meetings;

- 8.2.1.2. Design Development (DD) twice monthly meetings;
  - 8.2.1.3. Construction Documents (CD) 5 meetings;
  - 8.2.1.4. Construction Administration (CA) twice monthly meetings;
  - 8.2.2. 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 Services hereunder. All personnel assigned to the Services shall be fully qualified and all facilities employed shall be adequate for the Services required.
  - 8.2.3. Attend all meetings and conferences as arranged and required by the County during the progress of the Services 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 Services.
  - 8.2.4. Provide the County with meeting minutes to confirm and record the understandings and agreements resulting from meetings and conferences.
  - 8.3. **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, 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.
  - 8.4. **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.
  - 8.5. **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 and the County.
9. **Programming and Concept Verification:**
- 9.1. 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.
  - 9.2. Conduct sufficient programming workshops with the County, and required stakeholders, as determined by the County, to verify the requirements of the Project.
  - 9.3. Court Services requirements to be addressed include, but are not limited to,



- 9.3.1. Day Reporting
- 9.3.2. County Probation
- 9.3.3. Drug Court
- 9.3.4. Mental Health Court
- 9.3.5. Veterans Court
- 9.3.6. Pretrial Services
- 9.3.7. Work Release
- 9.3.8. OPUS
- 9.3.9. Weekender Service
- 9.3.10. Metamorphosis
- 9.3.11. Network Services

9.4. Maintain cognizance of any impact the Project may have to on-going operations of the Criminal Courthouse and Public Defender's Building. Consideration must be made to limit, or eliminate negative impacts to:

- 9.4.1. Vehicle access points to secure parking
- 9.4.2. Central Energy plant
- 9.4.3. Vehicle sally ports

9.5. Consider requirements to modify or enhance site infrastructure, to include:

- 9.5.1. Storm water management
- 9.5.2. Utilities
- 9.5.3. Parking
- 9.5.4. Site access and egress

9.6. The Architect will collaborate with County staff and develop an estimated total Project cost (the "Project Budget") 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.

## 10. **Schematic Design:**

- 10.1. Prior to the preparation of the Schematic Design, the Architect shall first consult in detail with the County and shall carefully examine any information provided by the County, concerning the County's purposes, concepts, desires and requirements (the "County's Criteria"), including but not limited to: any design, construction, scheduling, budgetary or operational Project needs, restrictions, or requirements.
- 10.2. The Architect will conduct a series of meetings with the County to develop a program assessment for the Project. Following such examination, the Architect shall prepare and submit to the County a written report detailing the Architect's Schematic Design and understanding of the County's criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may

result from the County's criteria. The written report of the Architect shall also include proposed solutions, if appropriate; addressing each of such identified problems. The quality of Architect's work shall be consistent with the requirements of this Agreement and prevailing industry standards. The Architect shall provide, or cause to be provided, all design services and incidentals necessary to providing, performing, and completing the Project.

- 10.3. The Architect shall submit a preliminary Project design, in PDF or other electronic form acceptable to the County, which will be consistent with the Project criteria. The preliminary design will include plans, in PDF or other electronic form acceptable to the County, which depict the building type, annual operating cost, life cycle operating cost of the building, size, location, dimension, and exterior view of the structure.
  - 10.3.1. The preliminary design also will include a floor plan for each room within the Project with appropriate dimensions.
  - 10.3.2. The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings.
  - 10.3.3. 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.
  - 10.3.4. The Architect shall 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.
  - 10.3.5. 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.
- 10.4. 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. The Architect understands and acknowledges that all documents and material provided with the RFP, and any addenda, are general and preliminary, and that Architect shall not rely on the accuracy or completeness thereof. Architect acknowledges that its duties, hereunder, shall not be excused or discharged, in any respect, based on the incompleteness or inaccuracy of any such documents or materials. The Architect shall coordinate its Services with those Services provided by the County and the other County's contractors working on the Project. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, Services and information furnished by the

County and the County's consultants. The Architect shall provide prompt written notice to the County if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

11. **Schematic Design Price Estimate:** Upon completion of each phase of the design process for the Project (*i.e.*, Schematic Design, Design Development, 50% Construction Documents, 90% Construction Documents, and 100% Construction Documents) the County shall request that the Construction Manager review the design deliverable prepared by the Architect and shall also request that the Construction Manager prepare an estimate of the cost to construct the Project based on that respective design deliverable. The County shall furnish the Architect with a copy of the cost estimate after it has been completed by the Construction Manager. In the event that the Schematic Design cost estimate provided by the Construction Manager exceeds the County's On-Site Budget for the construction of the Project, the Architect shall, at no additional cost to the County, revise or redesign the design deliverable to bring the construction cost within the County's On-Site Project Budget. The County may also require the Architect to assist the County in negotiating a lower price from the Construction Manager, at no extra cost to the County. Alternative design solutions may be required from the Architect, such as value engineering or scope reductions, which shall be provided by the Architect at no extra cost to the County.
12. **Design Development:** After reviewing with the County Schematic Design and Schematic Design Estimate, and agreeing upon any proposed solution to identified problems resulting from the County's and Construction Manager's Criteria, the Architect prepare and submit to the County the Design Development for the Project in PDF format. The Design Development shall be consistent with the County's Criteria and verified by the Construction Manager, and shall include the following:
  - 12.1. Design Development plans which depict as appropriate each of the basic aspects of the Project including, but not limited to, the size, location and dimensions of each structure; and
  - 12.2. Design Development plans which depict each exterior view of each structure; and
  - 12.3. A floor plan for each room within the Project and the dimensions thereof; and
  - 12.4. Written Design Development specifications, together with Design Development plans, if and as necessary or useful to the County, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project; and
  - 12.5. As the County's intent is to have the -building built to LEED Standards, in accordance with **Exhibit "9"**, 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
  - 12.6. Any other documents or things necessary, or appropriate, to describe and depict the Design Development and the conformity of same with the County's Criteria (as, and if, modified as set forth above) for the Project; and
  - 12.7. The Architect shall perform its services as expeditiously as is consistent with the orderly progress of the Project; and
  - 12.8. The Architect shall review cost estimates and revise designs at no cost to the County if the project exceeds the agreed-upon budget; and

12.9. If, prior to the conclusion of the Design Development Phase, the estimate of the Cost of the Work exceeds the County's budget for the Project, the Architect will make appropriate recommendations to the County to adjust the Project's size, quality or budget for the Cost of the Work. If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the County's budget for the Cost of the Project, the Owner shall

- 1) give written approval of an increase in the budget for the Cost of the Work;
- 2) terminate the Agreement;
- 3) in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- 4) implement any other mutually acceptable alternative.

### **13. Construction Documents:**

13.1. Upon written direction from the County, after reviewing with the County the Design Development documents, and after incorporating any changes or alterations authorized by the County with respect to the Design Development documents or with respect to the County's Criteria, the Architect shall draft and submit to the County two (2) digital, signed and sealed sets of the Construction Documents. The Architect shall also submit to the County the Construction Documents in PDF electronic format.

13.2. Architect shall prepare the Construction Documents for bid-ability, constructability and fitness for their intended purpose. The 50% Construction Documents shall be provided to the County for review and approval. The 90% Construction Documents must be sufficiently described in order for the Construction Manager to formulate a Guaranteed Maximum Price proposal to the County that covers the cost of completing the work included in the Construction Documents. The Construction Documents must be free from ambiguities to enable the Construction Manager to render a competitive bid for all the work contemplated by the County.

13.3. The Construction Documents must provide sufficient information to enable the Construction Manager to actually build the Project and complete it within the time frame required by the Project Schedule. The Construction Documents shall include, but shall not necessarily be limited to, plans and specifications which describe with specificity the architectural, structural, mechanical and electrical systems, elements, details, components, materials, equipment, and other information necessary for construction.

13.4. The Construction Documents shall be accurate, complete, , coordinated, bid-able, buildable, and constructible, and consistent with section 6.3 herein, comply with all applicable laws, codes and regulations. Products, equipment and materials specified for use shall be readily available unless authorization to the contrary is given by the County.

### **14. Duties, Obligations and Responsibilities During Construction Bid Process**

14.1. The Architect shall attend pre-bid meetings and provide clarification and preparation of any required addendums.

14.2. 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 request for green building materials and systems.

14.3. 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 maybe small or new companies. The Architect should record minutes of the pre-bid conference as to prevent misunderstanding later on into the Project.

- 14.4. The Architect will assist the County in creating an Owner's Direct Purchase list of materials and review and reconcile bid savings with the Construction Manager.
- 14.5. 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.
- 14.6. The Architect shall participate in the preconstruction conference conducted by the Construction Manager, typically within 20 days after the completion of Construction 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.
- 14.7. The Architect shall monitor the selection of all green products and ensure that direct purchases are done, if needed, in a timely manner.
- 14.8. The Architect shall jointly review all Construction Documents with the County and Construction Manager. As a minimum, include general, supplementary and special conditions documents.
15. **Duties, Obligations and Responsibilities During Construction:** During construction of the Court Services Support Building, and at all times relevant thereto, the Architect shall have and perform the following Services, duties, obligations, and responsibilities:
  - 15.1. The Architect shall, as contemplated herein and in the Construction Documents, act on behalf, and be the agent, of the County throughout construction of the Project. Instructions, directions, and other appropriate communications from the County to the Construction Manager shall be given to the Construction Manager by the Architect.
  - 15.2. Upon receipt, the Architect shall carefully review and examine the Construction Manager Schedule of Values, together with any supporting documentation or data which the County or the Architect may require from the Construction Manager. The purpose of such review and examination shall be to protect the County from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, or as otherwise directed by the County in writing, the Schedule of Values shall be returned to the Construction Manager for revision and resubmission of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall approve the Schedule of Values thereby indicating, but not guaranteeing, its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Construction Manager.
  - 15.3. The Architect shall carefully observe all work performed by the Construction Manager whenever and wherever necessary, and shall, at a minimum, observe work at the Project

site no less frequently than once a week or more frequently as required by the stage of construction. Field visits shall be limited to the close proximity to the site and based on a fourteen (14) month construction duration. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Documents. In making such observations, the Architect shall protect the County by ensuring work is performed according to design and construction documents while validating a payment to Construction Manager. Following each observation, the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the County. The Architect shall maintain a record of the Contractor's Application for payment.

- 15.4. The Architect shall initially approve and record progress and final payments owed to the Construction Manager under the Construction Manager's contract with the County, predicated upon observations of the work as required herein and evaluations of the Construction Manager rate of progress in light of the remaining Contract Time and shall issue to the County Approvals of Payment in such amounts. By issuing an Approval of Payment to the County, the Architect has made the inspection of the work required herein, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Construction Manager work meets or exceeds the requirements of the Construction Documents, and that under the terms and conditions of the Construction Documents, the County can make payment to the Contractor for the amount approved.
- 15.5. The issuance of an Approval for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, or verified that the proper lien waivers / releases have been acquired from each sub-consultant.
- 15.6. The Architect shall promptly provide appropriate interpretations as necessary for the proper execution of the work.
- 15.7. The Architect shall advise the County in writing to reject any work of the Construction Manager that the Architect discovers which is not in compliance with the Construction Documents.
- 15.8. The Architect shall recommend inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Documents whenever appropriate. The Architect shall receive shop drawings and submittals which have been pre-screened for conformance, by the Construction Manager's and within two weeks, or less shall review, approve, or otherwise respond to the shop drawings and other submittals. Approval by the Architect of the submittal from the Construction Manager shall constitute the Architect's representation to the County that such submittal is in conformance with the information given and the design concept expressed in the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of the other information such as dimensions, quantities,

and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 15.9. The Architect shall receive and promptly examine and advise the County concerning any written requests relating to the Project from the Construction Manager, i.e., change orders, Request for Information (RFIs), etc. Responses to RFIs shall be provided within seven (7) calendar days or sooner, if possible. Upon request by the County, the Architect shall draft Change Orders, whether initiated by the County or by the Construction Manager, and approved by the County, in accordance with the Construction Documents.
- 15.9.1. The Architect must process all correspondence (Request for Information-RFI/Request for Payment-RFP, etc.) via electronic means, unless otherwise agreed to by the County.
- 15.10. Based upon observations of the construction, and upon receiving written notification request of such from the Construction Manager, the Architect, shall certify in writing to the County the fact and the date upon which the Construction Manager has achieved 50% completion, the date upon which the Construction Manager has achieved substantial Completion of the construction and the date upon which the Construction Manager has achieved Final Completion of the construction.
- 15.11. The Architect shall verify to the best of the Architect's knowledge, information, and belief, transmission, by the Construction Manager to the County, of all manuals, operating instructions, as-built plans (CAD) on CD/Disk Copy, warranties, guarantees, release of liens, test results, certificate of occupancy and other documents and items required by the Construction Documents electronically in PDF format.
- 15.12. The Architect shall testify in any legal proceeding in which the Architect is not a party to, concerning the design and construction of the Project, when requested in writing by the County, and 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 attached Rate Schedule in **Exhibit "5"**, attached hereto.
- 15.13. The Architect shall review and transmit to the County any as-built drawings furnished by the Construction Manager and verify that the changes were made in accordance with the County's process for making such changes.
- 15.14. The Architect shall assist the County in preparing a list of items (Punch Lists), as identified in the Close-Out Section of the Project Manual, and required to render complete, satisfactory and acceptable the construction services required for the Construction Manager to complete the Project within a two (2) week duration.
- 15.15. The Architect shall, without additional compensation, promptly provide design services to correct any errors, omissions, deficiencies, or conflicts in the work of the Architect, or its consultants, or both.
- 15.16. The Architect will conduct a meeting with County and Construction Manager sixty

(60) days prior to Substantial Completion to review progress.

- 15.17. Once Substantial Completion is achieved, the Construction Manager will complete the certified punch list and provide certification to the Architect of completion. The Architect will conduct a walk-through inspection verifying that every item on the punch list is completed, verified and signed. The Architect and Construction Manager will perform the second Project review with the Facility Manager or designee 5 business days prior to the Construction Manager issuing a Notice of Completion.
- 15.18. The Architect will conduct a joint review with County representative(s) (Project Coordinators) to determine if the Project is substantially complete and a final inspection to determine if the Project has been fully completed in substantial accordance with the Construction Documents, and the Construction Manager has fulfilled all of his obligations; there under, so that the Architect may recommend approval, in writing, of final payment to the Construction Manager.
- 15.19. Prior to the submission of requests for final payment, the Construction Manager 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 stakeholders, as determined by the County.
- 15.20. The Architect shall meet with the County or designed representative promptly after substantial completion to review the need for facility operation services.
- 15.21. Upon request of the County and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendation to the County.
- 15.22. **As-Built Drawings:** The Architect shall perform the Services for review of the Construction Manager's as-built drawings to the County, specifically including, but not limited to the following:
  - 15.22.1. Review the coordination, observation, cross referencing and the performance of field surveys, as required to review verify as-built drawings, received from the Construction Manager;
  - 15.22.2. Make necessary review of red line mark-ups provided by the Construction Manager's documents to reflect actual facilities installed and/or constructed and return to the Construction Manager for correction; and
  - 15.22.3. Take all steps necessary to review as-built drawings received corrected from the Construction Manager within the two-month period following the date of final acceptance of the Project by the County, such period includes the time required by the Construction Manager to prepare, check, make corrections after review by the Architect and re-submit his as-built construction data.
- 15.23. **Project Close-out:** The Architect will assist the Construction Manager to ensure that the following requirements are met, as they are identified in the Construction Manager Contract, to the best of the Architect's knowledge, information, and belief, the



work complies with the requirements of the Contract Documents. The County shall request that the Construction Manager satisfy close out requirements including providing the County with the following:

- 15.23.1. Permits and inspections, including the Certificate of Occupancy (C of O), also referred to as the Use of Occupancy (U of O) Permits;
- 15.23.2. Certificate of Substantial Completion;
- 15.23.3. 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;
- 15.23.4. Final Property survey;
- 15.23.5. Maintenance Bond (if applicable);
- 15.23.6. Final releases from each subcontractor and a general release from the construction manager;
- 15.23.7. Warranties and operating and maintenance manuals (O&Ms);
- 15.23.8. Roofing and flashing warranties;
- 15.23.9. Joint Sealant warranties;
- 15.23.10. Doors and hardware warranties – O&M;
- 15.23.11. Flooring – Carpet, vinyl composition tile, sheet, ceramic, epoxy;
- 15.23.12. Windows – aluminum, wood, vinyl, steel, O&M;
- 15.23.13. Curtain wall and storefront work including anti-chalking of aluminum, color retention of members, air/water infiltration;
- 15.23.14. Waste compactor and trash chute, O&M;
- 15.23.15. Window covering;
- 15.23.16. Toilet and bath accessories, O&M;
- 15.23.17. Transmittal of trades, generally provided in three-ring binders;
- 15.23.18. Plumbing and mechanical and O&M Manuals including air and water balancing reports;
- 15.23.19. Electrical and O&M;
- 15.23.20. Elevator & O&M;
- 15.23.21. Data Communication;
- 15.23.22. Data and Telephone Communication;
- 15.23.23. Data and Telephone cabling test results;
- 15.23.24. Attic Stock;
- 15.23.25. Extra flooring materials;
- 15.23.26. Extra cans of paint in various colors;
- 15.23.27. Hardware;
- 15.23.28. Toilet accessories;
- 15.23.29. Sealants;
- 15.23.30. Masonry materials – brick, concrete masonry unit (CMU);
- 15.23.31. HVAC – spare filters, fusible links;
- 15.23.32. Plumbing – filters, trim;
- 15.23.33. Fire Protection – sprinkler heads, fire extinguishers;
- 15.23.34. Electrical parts – wiring devices, fixture lenses, lamps;
- 15.23.35. Start-up and Test Reports;
- 15.23.36. Boilers;
- 15.23.37. Chillers;

- 15.23.38. Air-handling units (AHUs);
- 15.23.39. Makeup air unit (MUAU);
- 15.23.40. Water Treatment;
- 15.23.41. Balance reports for air and water;
- 15.23.42. Fireman's test report;
- 15.23.43. Valve charts, tags, piping and equipment identification, directories;
- 15.23.44. As-Built drawings.

**16. Services, Obligation and Responsibilities of the County:** The County will perform the following duties, obligations and responsibilities:

- 16.1. The County, in collaboration with the Architect, shall develop a program setting forth all Project requirements, goals and objectives;
- 16.2. The County shall review any documents provided by, or through, the Architect requiring the County's decision, and shall make any required decisions;
- 16.3. The County shall, at its own expense, provide full information on restrictions, furnish legal descriptions, if available, overall budget and Project limitations including time, construction delivery method and any necessary survey showing physical characteristics of land, limitations, zoning and information relating to utilities, etc., upon which the Project is situated, and any other parameters, if available, that may be applicable to the Project, including, but not limited to: zoning, information related to utilities, etc.;
- 16.4. As may be mandated by law, or called for by the Construction Documents, the County will, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Architect herein), filings, studies or reports;
- 16.5. In the event the County learns of any failure to comply with the Construction Documents by the Contractor, or any errors, omissions or inconsistencies in the Services or work product of the Architect, and in the further event that the Architect does not have notice of same, the County shall provide written notice to the Architect;
- 16.6. The County shall afford the Architect access to the Project site and to the Work as may be reasonably necessary to properly perform the services under this Agreement;
- 16.7. The County will perform its duties set forth in this Section in a timely manner;
- 16.8. The County's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's Criteria, as, and if, modified. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product or any other of its responsibilities under this Agreement;
- 16.9. The County shall have the right to visit the offices of Architect, and its professional sub-consultants, and/or subcontractors, for inspection of any original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photograph, videotapes, technical data, test results, field books and other related materials at any time during normal business hours;
- 16.10. The County will designate a representative authorized to act for the County;

- 16.11. The County must review documents with the architects and render an approval/disapproval, in a timely in accordance with the agreed upon design schedule.
  - 16.12. All correspondence involving the Court Services Support Building should be done with a transmittal document;
  - 16.13. The County will make all payments to the Architect, as required per the Agreement;
  - 16.14. The County will cooperate with the Architect when the Architect makes recommendations to adjust the Project size, scope, quality or budget in an effort to comply with the County's budget;
  - 16.15. The County will reimburse the Architect in accordance with Exhibit "1" paragraph 2.2, the County will reimburse the Architect, for the following services; Geotechnical Engineering services, Surveying Services, Environmental Studies, Soil Exploration, Traffic Studies, Permit Fees, Easements, Approval Fees, Regulatory Fees, Land Planning Services, and Assessments that are not the Architect or Construction Manager responsibility under the contract documents.
17. **Schedule:** The Preliminary Design Schedule is attached hereto and incorporated by reference as **Exhibit "7"**. The Parties agree that the schedule shown in **Exhibit 7** is an estimate of the duration of the Project and may be extended, from time to time, by the County. In the event that the County extends one or more of the dates listed in **Exhibit 7**, the Parties agree that the Architect shall not be entitled to additional fees or damages of any kind. Within thirty (30) days of the execution hereof, the Architect shall provide the County with a proposed schedule for performance by the Architect. Such schedule, if approved by the County, shall constitute the schedule for performance of its duties hereunder by the Architect.
18. **Disposition of Construction Documents:**
- 18.1. The Architect and the Architect's consultants shall be deemed the authors and of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
  - 18.2. All documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code (collectively, "Instruments of Service"), other than working papers prepared or obtained under this Agreement, are the property of the County 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.
  - 18.3. The County may use the Instruments of Service solely and exclusively for purposes of permitting, constructing, operating, maintaining, altering, repairing, remodeling and adding to, the Court Services Support Building.

- 18.4. The County may allow contractors, subcontractors, sub-subcontractors, and material or equipment suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established solely and exclusively for use in performing services or construction for this Project.
- 18.5. Architect shall make any patentable product or result of the Services and all information, design, specifications, know-how, data and findings available to the County without cost to the County. No material prepared in connection with this Project will be subject to copyright by Architect, all such copyrights being the property of the County. The County shall have the right to publish, distribute, disclose and otherwise use any material prepared by or for Architect with respect to this Agreement. Any use of material or patents obtained by the County under this Agreement for any purpose not associated with the Court Services Support Building, completed by Architect shall be at the risk of the County. In the County's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Court Services Support Building are released by the County for publicity, proper credit may be given to the Architect, provided the giving of such credit is without cost to the County.
- 18.6. If the Architect is terminated or is not allowed to complete all the Services called for by this Agreement through no fault of its own or through an assignment of this Agreement to a Purchaser, the Architect shall not be held responsible for the accuracy, completeness or constructability of the Instruments of Service prepared by the Architect if used, changed or completed by the County or by another party. Furthermore, if the County decides to complete the Project through the use of another Architect and uses the Instruments of Service, County agrees to the following conditions:
- 18.6.1. Architect will remove its name from the Construction Documents;
  - 18.6.2. County waives and indemnifies all claims against Architect related to the use of the incomplete Instruments of Service;
  - 18.6.3. All outstanding invoices for Services completed that are due the Architect must be paid in full.
- 18.7. This Article shall survive the expiration or termination of this Agreement.

**19. Securing Agreement/Public Entity Crimes:**

- 19.1. The Architect warrants that the Architect 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 the Architect 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 any other consideration contingent upon or resulting from the award or making of this Agreement. 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 "6"**. 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.
- 19.2. By its execution of this Agreement, the Architect acknowledges that it has been informed

by the County of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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

**20. ALACHUA COUNTY MINIMUM WAGE:**

- 20.1. The Service to be performed under this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined as those employees directly involved in providing covered services pursuant to this Agreement.
- 20.2. The Architect shall provide certification, the form of which is attached hereto as **Exhibit “4”**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 20.3. The Architect shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Architect is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 20.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes and take any other action as authorized under this Agreement.
- 20.5. The Architect will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Architect and subcontractor.

**21. PROJECT RECORDS:**

**21.1. General Provisions:**

- 21.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per

§119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

21.1.2. In accordance with §119.0701, Florida Statutes, the Architect, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Architect shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

21.1.3. Architect shall 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 this Agreement and following completion of this Agreement if the Architect does not transfer the records to the County.

21.2. **Confidential Information:**

21.2.1. During the term of this Agreement, the Architect may claim that some or all 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 Public Record Act. 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 information properly identified by the Architect as "Confidential Information" or "CI."

21.2.2. The County shall promptly notify the Architect in writing of any request received by the County for disclosure of Architect's Confidential Information and the Architect may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Architect shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Architect shall investigate, handle, respond to, and defend, using counsel chosen by the County, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Architect releases County from claims or damages related to disclosure by County.

21.3. **Project Completion:** Upon completion of the Services, or in the event this Agreement is terminated, the Architect, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Architect or keep and maintain public records required by the County to perform the Service. If the Architect transfers all public records to the County

upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 21.4. **Compliance:** The Architect may be subject to penalties under §119.10, Florida Statutes, if the Architect fails to provide the public records to the County within a reasonable time.

**IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

22. **Personnel:** The Architect will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the Parties anticipate the Parties will perform those functions indicated on **Exhibit 2, Design Team Members**. So long as the individuals named on **Exhibit 2** remain actively employed or able to be retained by the Architect, they shall perform the functions indicated next to their names. The Public Works Director may approve, in writing, modifications to personnel.

23. **Notice:** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivered by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County: Alachua County, Florida  
Attn: Public Works Department Director  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653  
[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

Architect: DLR Group, Inc., a Florida corporation  
100 East Pine Street Suite 404,  
Orlando, FL 32801-2761

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32602  
Attn: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And to:

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

**24. Termination:**

- 24.1. The failure of the Architect to comply with any provision of this Agreement will place the Architect in default. Prior to terminating the Agreement, the County will notify the Architect in writing of the default. This notification will make specific reference to the provision which gave rise to the default. The County will give the Architect seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Architect.
- 24.2. The County may terminate the Agreement without cause by first providing at least ten (10) days written notice to the Architect prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Architect will immediately discontinue all Services (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been created or accumulated by the Architect in performing this Agreement, whether completed or in process upon receipt of payment for all services performed up to the date of termination. In the event of such termination for convenience, Architect's recovery against County shall be limited to that portion of the Architect's fee earned through the date of termination, but 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 or Additional Services not yet performed.
- 24.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Architect. The County will be the final authority as to the availability of funds. The County will pay the Architect for all work completed prior to any notice of termination.
25. **Dispute Resolution:** Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the Parties, the Parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power.
26. **Insurance:** The Architect will procure and maintain insurance throughout the entire term of



this Agreement of the types and in the minimum amount detailed in **Exhibit “3”**, attached hereto. A copy of a current Certificate of Insurance (COI) showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.

27. **Record Retention and Audit Rights:** Architect shall keep all books, records, files, plans, drawings and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as “Records”) for a minimum of ten (10) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of Subconsultants.
28. **U.S. Department of Homeland Security E-verify System:**
- 28.1. The Architect shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.
- 28.2. The Architect shall expressly require any subcontractors performing work or providing services pursuant to the County’s agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.
29. **Laws and Regulations:** The Architect will comply with applicable laws, ordinances, regulations and building code requirements. The Architect is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations.
30. **Indemnification:**
- 30.1. The Architect agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, but only to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in the performance of this Agreement. Architect agrees that indemnification of the County shall extend to any and all work performed by the Architect, its subcontractors, employees, agents, servants or assigns.
- 30.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or the limits of liability of §768.28, Florida Statutes.
31. **Assignment:** Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party.
32. **Successor and Assigns:** The County and Architect each bind the other and their representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
33. **Collusion:** By signing this Agreement, the Architect declares that this Agreement is made without any previous contract or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any collusion or fraud.

34. **Conflict of Interest:** The Architect warrants that it, or any of its employees, have any financial or personal interest that conflicts with the execution of this Agreement. The Architect shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
35. **Prohibition Against Contingent Fees:** The Architect warrants that he or she or it 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 or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Should it be determined that Architect has violated the above stipulation, the County has the right to terminate this Agreement without liability and, at its discretion, to deduct from any amounts due to the Architect, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
36. **Third Party Beneficiaries:** This Agreement does not create any relationship with, or any rights in favor of, any third party.
37. **Severability and Ambiguity:** It is understood and agreed by the Parties to this Agreement 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 or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
38. **Non Waiver:** The failure of any Party to exercise any right in this Agreement shall not be considered a waiver of such right.
39. **Governing Law and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.
40. **WAIVER OF RIGHT TO JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ARCHITECT AND COUNTY HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY ARE MATTERS WHICH, IF ADJUDICATED, SHOULD BE ADJUDICATED BY A COURT WITHOUT A JURY. THEREFORE, THE PARTIES HEREBY WAIVE A TRIAL BY A JURY. NEITHER THE COUNTY NOR ARCHITECT OR ANY SUCCESSOR THEREOF SHALL SEEK A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (WHETHER AT LAW OR IN EQUITY, WHETHER DIRECT OR COLLATERAL, WHETHER IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. NEITHER THE COUNTY NOR**

**ARCHITECT SHALL SEEK TO CONSOLIDATE ANY ACTION OR PROCEEDING IN WHICH TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER ACTION OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH CANNOT BE AND HAVE NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THEIR RESPECTIVE ATTORNEYS AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. THE COUNTY AND ARCHITECT ACKNOWLEDGE AND AGREE THAT NO ONE, INCLUDING, WITHOUT LIMITATION, THE COUNTY'S AGENTS OR CONSULTANTS, HAS REPRESENTED THAT THE PROVISIONS OF THIS PARAGRAPH OR OF ANY OTHER PARAGRAPH OF THIS AGREEMENT WILL NOT BE FULLY ENFORCED.**

41. **Attachments:** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
42. **Amendments:** The Agreement shall only be amended by written agreement that is executed by both Parties.
43. **Captions and Sections Heading:** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
44. **Construction:** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties.
45. **Counterparts:** This Agreement may be executed in any number of and by the different Parties hereto 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 same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
46. **Entire Agreement:** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
47. **Additional Services:** In the event that the County desires Architect to perform additional services regarding the Court Services Support Building that are not specifically contained in the Scope of Services, the Parties may enter into an amendment to this Agreement, to provide for the provision of such additional services by Architect and, therefore, payment by the County. All such additional services shall be furnished at the rates set forth in **Exhibit "5"** attached hereto. The Architect shall not proceed to provide such Additional Services until the Architect receives the County's written authorization.
48. **Marketing and Publicity:** The Architect may use information pertaining to the work done with the County in its advertising or promotional materials. Such use must be coordinated with, and approved in advance by, the Alachua County Communications & Legislative Affairs Office in writing (e-mail will constitute a writing for this purpose)
49. **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. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Architect with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Marihelen Wheeler, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

**ATTEST**

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

**APPROVED AS TO FORM**

DocuSigned by:  
*Diana Johnson*  
\_\_\_\_\_  
9E797AC46776481...  
Alachua County Attorney's Office

**ARCHITECT**

By: *D. Todd Orr*  
Print: D. Todd Orr, AIA  
Title: President  
Date: January 27, 2022

**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 AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

## **Exhibit 1: 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 Eight Hundred Ninety Seven Thousand Seven Hundred Sixty Two Dollars and 00/100 Cents (\$897,762.00), which shall be paid as set forth in subsection 2.1.3, Task 1, below.

2.1.3 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 Court Services Support Building at to include: programming, schematic design, design development, construction documents, bidding assistance and construction documentation services. Professional services include Civil Engineering, Special Use Permit, Landscape Architecture, Civil/ Site permitting, Structural, Architectural, Mechanical, Electrical, Plumbing, and Fire Protection.

## Lump Sum Fees

<b>Task A: Programming/ Conceptual Design</b>	
Kickoff, Meetings & Programming	\$61,645.00
Conceptual Design	\$36,589.00
Total	<b>\$98,234.00</b>
<b>Task B: Special Use Permit (Based on re-using existing study)</b>	
PDZ Mods & Meetings, R)W	<b>\$9,000.00</b>
<b>Task C: Civil Engineering Design Services</b>	
Civil Engineering, Site Utility Infrastructure Improvements	<b>\$26,000.00</b>
<b>Task D: Landscape Architectural Services</b>	
Landscape	<b>\$13,300.00</b>
<b>Task E: Civil Permitting Services</b>	
Civil Bidding, Bidding & CA	<b>\$38,000.00</b>
<b>Task F: Architectural site design and administration</b>	
Master Planning-"pre-design" Options/Investigations	<b>\$10,000.00</b>
Task G: Basic Services (SD thru CA services)	
Schematic Design	\$84,282.00
Design Development	\$118,264.00
Construction Documents: 50% \$92,023.00, 90% \$76,618.40, 100% \$18,404.60	\$184,046.00
Bidding and Negotiations	\$20,221.00
Construction Administration	\$169,050.00
Total	<b>\$575,863.00</b>
Task H: Specialty Consultants(SD thru CA services) schedule)	
Schematic Design	\$14,125.00
Design Development	\$21,950.00
Construction Documents: 50% 12,650.00 \$, 90% \$10120.00, 100% \$2,530.00	\$25,300.00
Bidding and Negotiations	\$3,760.00
Construction Administration	\$14,230.00
Total	<b>\$79,365.00</b>
<b>Task I: Sustainability Services</b>	
Leed Scorecard Only, Sustainable Design & WELL Health & Safety	<b>\$28,000.00</b>
<b>Task J: Rooftop Solar Services</b>	
ROI, Desin and Engineering	<b>\$20,000.00</b>
Grand Total	<b>\$897,762.00</b>

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.

## 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 5. 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 and shall not to exceed \$63,000.00 for the Court Services Support Building. 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 Court Services Support 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 (Court Services Support Building at (Address)).

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.

**Exhibit 2: Design Team Members**

<b>Name</b>	<b>Role</b>
<b>Todd Orr</b>	<b>Principal in Charge</b>
<b>Chris Getz</b>	<b>Project Manager</b>
<b>Ronok Nichols</b>	<b>Civic Program/Design</b>
<b>Mike Lindsey</b>	<b>Project Architect</b>
<b>Jose Jordan</b>	<b>Interior Design</b>
<b>Mark Kirby</b>	<b>Engineering Lead</b>
<b>Troy Thompson</b>	<b>Electrical Engineer</b>
<b>Lindsey Piant Perez</b>	<b>Sustainability Lead</b>
<b>Moses Benson</b>	<b>Construction Administration</b>

### **Exhibit 3: Insurance**

#### **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 contact 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**



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)

1/27/2022

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER B :</b> Endurance American Insurance Company</td> <td style="text-align: center;">10641</td> </tr> <tr> <td><b>INSURER C :</b> Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Zurich American Insurance Company	16535	<b>INSURER B :</b> Endurance American Insurance Company	10641	<b>INSURER C :</b> Continental Casualty Company	20443	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> 1412072 DLR Group inc., a Florida corp. 100 East Pine Street, Suite 404 Orlando FL 32801															

**COVERAGES** **CERTIFICATE NUMBER:** 18209842 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO1883909	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP1883913	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EXC30001280502	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC1883912 EXCEPT FOR OH ND WA WY	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C C	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH591933838 RETRO DATE 6/1/86	10/1/2021	10/1/2022	\$3,000,000 PER CLAIM AND \$3,000,000 AGGREGATE CLAIMS MADE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THE FOLLOWING PROJECT INFORMATION IS REFERENCED FOR CONVENIENCE ONLY: RE: PROJECT NO: 36-21126-00 RFP NO. 21-951 ALACHUA COUNTY COURT SERVICES SUPPORT BUILDING. THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, ITS OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>18209842</b> ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS 12 SE 1st STREET GAINESVILLE FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Exhibit 4: Certification of Alachua County Minimum Wage**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

DLR Group Inc., a Florida corporation

Project Description: **PROFESSIONAL SERVICES FOR THE A & E PROFESSIONAL SERVICES FOR THE COURT SERVICES SUPPORT BUILDING**

**ARCHITECT**

By:  \_\_\_\_\_  
Print: **D. Todd Orr, AIA** \_\_\_\_\_  
Title: **President** \_\_\_\_\_  
Date: **January 27, 2022** \_\_\_\_\_

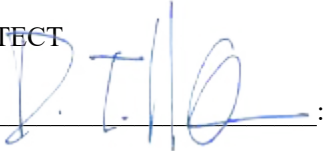
**EXHIBIT 5: Rates for Additional Services**

TITLE	CLIENT HOURLY BILLING RATE
Senior Expert	\$350.00
Expert	\$300.00
Practice Leader	\$265.00
Project Leader	\$235.00
Senior Professional	\$205.00
Professional II	\$175.00
Professional II	\$145.00
Professional Support	\$115.00
Technical/Clerical	\$90.00

**EXHIBIT 6: 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 Services Support Building are accurate, complete and current as of the time of contracting.

ARCHITECT

By :

Print: D. Todd Orr, AIA

Title: President

Date: January 27, 2022



**Exhibit 7: PRELIMINARY DESIGN SCHEDULE**

Schematic Design	90
Design Development	75
50% Construction Documents	90
90% Construction Documents	90
100% Construction Documents	60
Bidding / Permitting	20
Construction Administration	425

**Days are Calendar Days**

**Schedule allows for 21 days for county review/approval at each phase**

## Exhibit 8: International Well Building Institute WELL Health+Safety Rating System

CONCEPT	REQUIREMENTS
<b>Cleaning &amp; Sanitizing Procedures</b>	
<b>SC1 Support Handwashing</b>	<p><b>For all sinks where handwashing is expected (e.g., bathrooms, break rooms, food prep and wellness rooms), the following are present within the room:</b></p> <ul style="list-style-type: none"> <li>*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.</li> <li>*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.</li> <li>*Signage displaying steps for proper hand washing.</li> </ul>
<b>SC2 Reduce Surface Contact</b>	<p><b>Option 1: Surface touch assessment</b></p> <p>Project provides an inventory of:</p> <ul style="list-style-type: none"> <li>*All high-touch surfaces (e.g., doorknobs/handles, telephones, elevator buttons, faucet handles, soap dispensers, security equipment).</li> <li>*All person-person contact points (e.g., security check-points).</li> <li>*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).</li> <li>*Circumstances in which temporary measures will be implemented and timeline for permanent measures to be implemented.</li> </ul> <p><b>OR</b></p> <p><b>Option 2: Surface touch management</b></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"> <li>*Regularly used pedestrian entry doors to the project, during regularly occupied hours.</li> <li>*Elevators.</li> <li>*All water bottle fillers, water faucets, soap and paper towel dispensers.</li> <li>*Window blinds and indoor lighting switches and/or controllers.</li> <li>*Lids of trash, recycling and reuse bins.</li> </ul> <p>Project supports occupants in maintaining hand hygiene near the following high-touch surfaces:</p> <ul style="list-style-type: none"> <li>*Handrails, handlebars and other structures that support mobility and accessibility.</li> <li>*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).</li> </ul> <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.

<p><b>SC4 Select Preferred Cleaning Products</b></p>	<p><b>All cleaning, disinfection and sanitization products are specified in the cleaning plan and meet one of the following requirements:</b></p> <ul style="list-style-type: none"> <li>*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.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>*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:  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).</li> </ul>
<p><b>SC5 Reduce Respiratory Particle Exposure</b></p>	<p><b>The following requirements are implemented during periods when higher incidence of respiratory disease is likely:</b></p> <p><b>At least one of the following distancing strategies:</b></p> <ul style="list-style-type: none"> <li>*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.</li> <li>*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.</li> <li>*Self-service systems to control ingress or egress to the project (e.g., at reception desks or checkout counters).</li> </ul> <p><b>At least one of the following circulation strategies:</b></p> <ul style="list-style-type: none"> <li>*One-way hallways and corridors.</li> <li>*Separate entry and exit doors at pedestrian building entrances.</li> <li>*Separate entry and exit for restrooms except single-user bathrooms.</li> </ul> <p><b>All of the following in any shared spaces (e.g., meeting rooms, workspaces, communal kitchens):</b></p> <ul style="list-style-type: none"> <li>*Strategies to increase distance among occupants.</li> <li>*Expectations and requirements for usage of face coverings or personal protective equipment.</li> <li>*Clearly communicated rules for occupancy to reduce respiratory particle exposure and rationale for their use.</li> </ul> <p><b>At least one of the follow communication strategies to educate occupants about the practices implemented by the project to reduce respiratory particle exposure:</b></p> <ul style="list-style-type: none"> <li>*Monthly communication (e.g., email, webcast) to all regular occupants.</li> <li>*Prominent signage (physical or digital) at all building entrances and in shared spaces.</li> </ul>
<p><b>Emergency Preparedness Programs</b></p>	

**SE1 Develop Emergency Preparedness Plan**

The following requirements are met:

**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.

**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).

**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.

**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><b>SE2 Develop Business Continuity Plan</b></p>	<p><b>Projects implement a business continuity plan (BCP) that addresses at minimum the following:</b></p> <ul style="list-style-type: none"><li>*Determines critical business functions, processes, supporting resources and dependencies (e.g., email, internet connectivity, third-party suppliers or service providers, interdependent departments).</li><li>*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.</li><li>*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.</li><li>*Conducts a remote work readiness assessment, including at minimum the following:<ul style="list-style-type: none"><li>-Evaluates which employees and/or positions (if any) are able to work remotely.</li><li>-Evaluates which employees and/or positions (if any) have the necessary support infrastructure to work productively in a remote situation.</li><li>-Evaluates whether organizational technology (e.g., company laptops, virtual private network (VPN)) is set up to support enterprise-wide remote work.</li><li>-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.</li><li>-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.</li></ul></li></ul>
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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><b>SE4 Provide Emergency Resources</b></p>	<p><b>1: Promote Emergency Resources</b>  Resources are in place that support emergency response, including <b>at least three</b> of the following:  *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).  <b>AND</b>  <b>2: Provide Emergency Training and Personnel</b>  <b>At least two</b> of the following are in place:  *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:  -Creating evacuation or sheltering plans.  -Building emergency kits, supplies and go-bags.  -Planning communications with family or primary contacts in case of emergency.</p>
<p><b>SE5 Bolster Emergency Resilience</b></p>	<p><b>Projects implement at least one of the following:</b>  *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:  -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:  -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.</p>



Health Service Resources	
<p><b>SH1 Provide Sick Leave</b></p>	<p><b>1: Provide Short-term Sick Leave</b>  Employers provide a short-term sick leave policy for all eligible employees, distinct from family and parental leave, that <b>includes the following</b>:  *At least one of the following:  -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.  *Statement that discourages employees from coming into work when they feel sick, and from doing work while on sick leave.  <b>AND</b>  <b>2: Provide Long-term Sick Leave</b>  *Employers provide a long-term sick leave policy for all eligible employees, distinct from paid time off and family leave, that includes <b>at least one</b> of the following:  -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:  --Part-time options.  --Work from home flexibility.  --Flexible schedules.</p>
<p><b>SH2 Provide Health Benefits</b></p>	<p><b>The following requirements are met:</b>  *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 <b>includes the following</b> services:  --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).</p>

<b>SH3 Support Mental Health Recovery</b>	<p><b>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 at least three of the following:</b></p> <ul style="list-style-type: none"> <li>*Crisis counseling or trauma-focused psychotherapy with qualified mental health professionals.</li> <li>*Psychological first aid (PFA) training offered to all employees and/or required for manager-level employees.</li> <li>*Bereavement counseling and materials on coping with grief, including resources for returning to work after a loss.</li> <li>*Information on benefits coverage and how to access additional mental health services, made conveniently and confidentially accessible to employees.</li> </ul>
<b>SH4 Promote Flu Vaccines</b>	<p><b>Projects provide one of the following vaccine programs at no cost to regular occupants:</b></p> <ul style="list-style-type: none"> <li>*Annual on-site seasonal influenza (flu) vaccine starting at least one month prior to peak flu season in the project region.</li> <li>*Health insurance coverage or voucher for flu vaccination, and for employees (as applicable) paid time during the workday to receive immunization for seasonal influenza.</li> </ul> <p><b>Vaccine program is accompanied by a seasonal flu prevention campaign that covers the following:</b></p> <ul style="list-style-type: none"> <li>*Alerts regular occupants regarding the availability of on-site flu vaccine clinic, coverage or vouchers and encourages or incentivizes individuals to receive the vaccine.</li> <li>*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.</li> </ul>
<b>SH5 Promote a Smoke-Free Environment</b>	<p><b>1: Prohibit Indoor Smoking</b> Smoking and the use of e-cigarettes is prohibited in interior spaces within the project boundary.</p> <p><b>AND</b></p> <p><b>2: Prohibit Outdoor Smoking</b> Smoking and the use of e-cigarettes is prohibited in the following areas, with signage present to clearly communicate the ban: *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.</p>
<b>Air &amp; Water Quality Management</b>	
<b>SA1 Assess Ventilation</b>	<p><b>A qualified engineer provides the project with an assessment of the following:</b></p> <ul style="list-style-type: none"> <li>*The highest supply rate of outdoor air the current mechanical system can provide.</li> <li>*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).</li> <li>*The extent to which the current mechanical system can operate without recirculating air</li> <li>*How and if any of the potential HVAC system modifications would affect the following: <ul style="list-style-type: none"> <li>-Energy consumption.</li> <li>-The ability to manage thermal comfort conditions (e.g., higher ventilation leading to draft, recirculation elimination straining conditioning capacity).</li> <li>-Maintenance processes.</li> </ul> </li> </ul>

<p><b>SA2 Assess and Maintain Air Treatment Systems</b></p>	<p><b>1: System Inventory</b>                  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.  <b>AND</b>  <b>2: Air Treatment Assessment</b>                  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.  <b>AND</b>  <b>3: Device Maintenance</b>                  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><b>SA3 Develop Legionella Management Plan</b></p>	<p><b>1: Develop Legionella Plan</b>                  *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.  <b>AND</b>  <b>2: Implement Legionella Plan</b>                  *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>

<p><b>SA4 Monitor Air and Water Quality</b></p>	<p><b>1: Monitor Air Parameters</b>                  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.  <b>AND</b>  <b>2: Assess Chemical and Biological Water Quality</b>                  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>
<p><b>SA5 Manage Mold and Moisture</b></p>	<p><b>1: Manage Moisture</b>                  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.  <b>AND</b>  <b>2: Inspect for Leaks and Mold</b>                  *Results of inspections for mold and leaks (including any mold test results) are submitted annually through the WELL digital platform.</p>
<p><b>Stakeholder Engagement &amp; Communication</b></p>	
<p><b>SS1 Promote Health &amp; Well-Being</b></p>	<p><b>1: Promote Health-Oriented Mission</b>                  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.  <b>AND</b>  <b>2: Provide Feature Guide</b>                  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.  <b>AND</b>  <b>3: Provide Occupant Communication</b>                  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>
<p><b>SS2 Share Food Inspection Information</b></p>	<p><b>All food service establishments within project boundary have at least one of the following prominently displayed on-premises and clearly visible to customers entering the establishment:</b>                  *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 9: LEED Standards**

<b>ELEMENT</b>	<b>REQUIREMENTS</b>	<b>Y</b>	<b>M</b>	<b>N</b>
<b>Location &amp; Transportation</b>				
<i>Sensitive Land Protection</i>	Locate the development footprint on land that has been previously developed			
<i>Surrounding Density &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 <sub>2</sub> e; depletion of the stratospheric ozone layer, in kg CFC-11e; acidification of land and water sources, in moles H <sup>+</sup> or kg SO <sub>2</sub> e; eutrophication, in kg nitrogen eq or kg phosphate eq; formation of tropospheric ozone, in kg NO <sub>x</sub> , kg O <sub>3</sub> 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 &amp; 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.			

**RESOLUTION**  
by  
**UNANIMOUS WRITTEN CONSENT**  
of  
**THE BOARD of DIRECTORS**  
of  
**DLR GROUP INC.**  
a Florida corporation

**WHEREAS**, effective October 15, 2021, Daniel Todd Orr, AIA is an architect holding Florida license number AR0092815, is able to provide architectural services, and may sign contracts on behalf of the corporation. Mr. Orr shall be named as a Qualifying Architect for the corporation.

**WHEREAS**, Mr. Orr shall retain his title as Secretary of the Corporation.

**RESOLVED**, Daniel Todd Orr has been appointed to the position of President.

Dated: October 13, 2021.



\_\_\_\_\_  
D. Todd Orr, Director



\_\_\_\_\_  
William G. Davenport, Director

**Certificate Of Completion**

Envelope Id: 8581DDFACDB246B7A0EF7908FBCE73C6 Status: Completed  
 Subject: Please DocuSign: Agreement #12042 with DLR Group for the A&E Professional Services of the Court...  
 Source Envelope:  
 Document Pages: 59 Signatures: 1 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Michelle Guidry  
 AutoNav: Enabled mguidry@alachuacounty.us  
 Enveloped Stamping: Enabled IP Address: 149.19.43.13  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

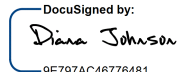
**Record Tracking**

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 Security Appliance Status: Connected Pool: StateLocal  
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**Signer Events**

Diana Johnson  
 dmjohnson@alachuacounty.us  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 9E797AC46776481...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 163.120.80.69

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 Signed: 1/31/2022 12:24:45 PM

**Electronic Record and Signature Disclosure:**  
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**In Person Signer Events**

**Signature**

**Timestamp**

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**Carbon Copy Events**

**Status**

**Timestamp**

Thomas (Jon) Rouse  
 trouse@alachuacounty.us  
 Contracts Supervisor  
 Alachua County Board of County Commissioners  
 Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
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Jaye Athy  
 jathy@alachuacounty.us  
 Procurement Specialist  
 Alachua County Board of County Commissioners  
 Security Level: Email, Account Authentication (None)

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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	1/31/2022 12:18:16 PM
Signing Complete	Security Checked	1/31/2022 12:24:45 PM
Completed	Security Checked	1/31/2022 12:24:50 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.