EXHIBIT "C"

INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE

- (1) The Design-Build Firm shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, Work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, Work and operations be by the Design-Build Firm, its employees, or by Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The Design-Build Firm shall require, and shall be responsible for ensuring throughout the time the Agreement is in effect, that any and all of its Subcontractors obtain and maintain until the completion of that Subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- (4) The Design-Build Firm shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage;
 - (D) The designation of the County as an additional insured and a certificate holder (This requirement may be excepted for workers' compensation and professional liability Insurance);
 - (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company shall mail at least thirty (30) calendar days' written notice to the County.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Design-

Build Firm shall furnish to the County, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Design-Build Firm to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate the Agreement.

- (6) Design-Build Firm shall include the County, the County's agents, officers and employees in the Design-Build Firm's General Liability and Automobile Liability policies as additional insureds.
- (7) If the County has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Design-Build Firm in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the County shall notify Design-Build Firm in writing thereof within thirty (30) calendar days of the delivery of such certificates to the County. Design-Build Firm shall provide to the County such additional information with respect to its insurance as may be requested.
- (8) The Design-Build Firm shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

a. <u>Commercial General Liability</u> - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 products and completed operations \$1,000,000 personal and advertising injury

b. <u>Business Auto Liability</u> - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or

c. Workers' Compensation - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident \$500,000 disease limit

\$500,000 disease - policy limit

d. <u>Builders Risk Insurance</u> - This coverage will be provided by all contractors involved in the construction of a new building, or the improvement, alteration or renovation of an existing structure with project value of \$500,000 or more. This coverage should be considered automatic on projects involving new construction or major additions to existing structures and in addition to the general liability and workers' compensation requirements found in this manual.

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

- Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, Florida 33902

b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

- An appropriate "Indemnification" clause shall be made a provision of the Contract.
- 2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
- 3. Place the project name and number in the Description of Operations box.
- Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better.

EXHIBIT D FORM OF RELEASE AND AFFIDAVIT

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF
STATE OF FLORIDA
Before me, the undersigned authority, personally appeared
vho after being duly sworn, deposes and says:
(1) In accordance with the Contract Documents and in consideration of paid, paid, ("Design-Build Firm")
eleases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in ort, against Lee County, Florida (the "County"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Design-Build Firm and the County, dated,, for the period from to to
(2) Design-Build Firm certifies for itself and its subcontractors, naterialmen, successors and assigns, that all charges for labor, materials, supplies, ands, licenses and other expenses for which the County might be sued or for which a ien or a demand against any Payment Bond might be filed, have been fully satisfied and baid.
(3) Design-Build Firm agrees to indemnify, defend and save harmless he County, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Design-Build Firm of the Work covered by this Release and Affidavit.
(4) This Release and Affidavit is given in connection with Design-Build Firm's [monthly/final] application for payment No
DESIGN-BUILD FIRM:
By: (signature of the executive officer)
Its: (title of the executive officer)

Date:				
Witnesses				
[Corporate Seal]				
STATE OF				
COUNTY OF				
The foregoing instrument	was acknowle	dged befo	re me this day of , as	
,, b			, a	
corporation,	on behalf of th	e corporati	on. He/she is personally	,
known to me or has produced _			- A-1	
as identification and did (did not) take an oath.			
My Commission Expires:				-
	(Signature o	f Notary)		2
Name:				
Name:(Legibly Printed)				
(AFFIX OFFICIAL SEAI)	Notary	Public,	State
of	-/	rectary	i dollo,	Otato
		Commiss	ion	
No.:		Commiss	IOH	

EXHIBIT E FORM OF CHANGE ORDER

EXHIBIT "E"

CHANGE ORDER FORM



Lee County Design-Build Contract Change Order

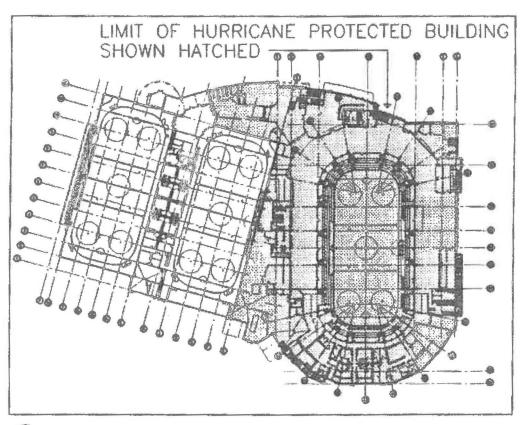
Southwest Florida

Number

A Change Order requires approval by the Department Director for expenditures under \$50,000, approval by the County Manger for expenditures between \$50,000.01 and \$100,000, or approval by the Board of County Commissioners for expenditures over \$100,000

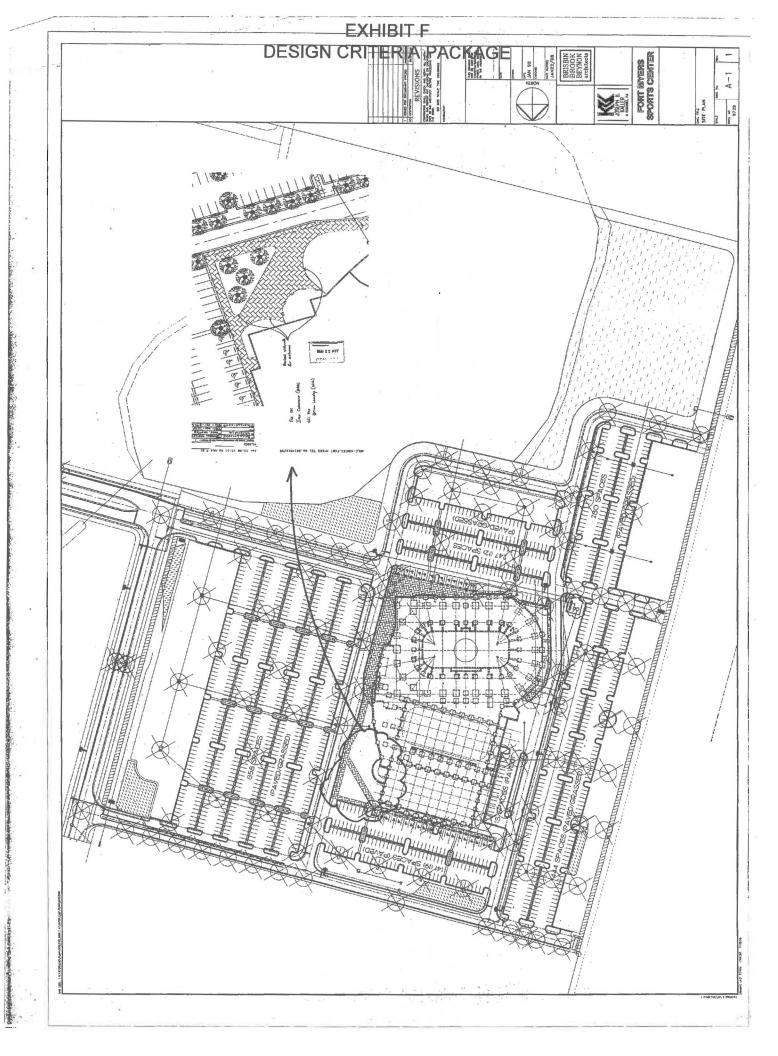
Contract / Project Name:						
Design-Build Firm:						
Contract #:	Pr	oject #:	Solicitation #:			
Lee County Project Manage	r.					
Fiscal Staff:			Date of Request:			
authorized	to and shall proce	ed to make the fo	by both parties to the Contract, the Design-Build Fi allowing changes in the Contract Documents: provided, please attach additional sheets.)	rm is		
Attachments: (List documents supporting change)						
Description:						
Purpose of Change Order:						
Change in Contrac	e in Contract Price Dollar A		Change in Contract Time	Calendar Days		
Original Contract Price			Oziginal Contract Time			
Previous Change Order No.			Net Change from Previous Change Orders			
Contract Price Prior to this Ch	ange Order		Contract Time Prior to this Change Order			
Net Increase (Decrease) of this	Change Order		Net Increase (Decrease) of this Change Order			
Contract Price with All Approv	ed Change Orders		Contract Time with All Approved Change Orders			
			the DESIGN-BUILD FIRM constitutes an accord and satis arising out of, or incidental to, the above mentioned cham			
Name of Design	-Build Firm		Authorized Signature			
Contact E-mail Address		Print Name				
Contact Phone # Date Accepted			Title			
	2	115 Second St For	vers, FL 33902-0398			

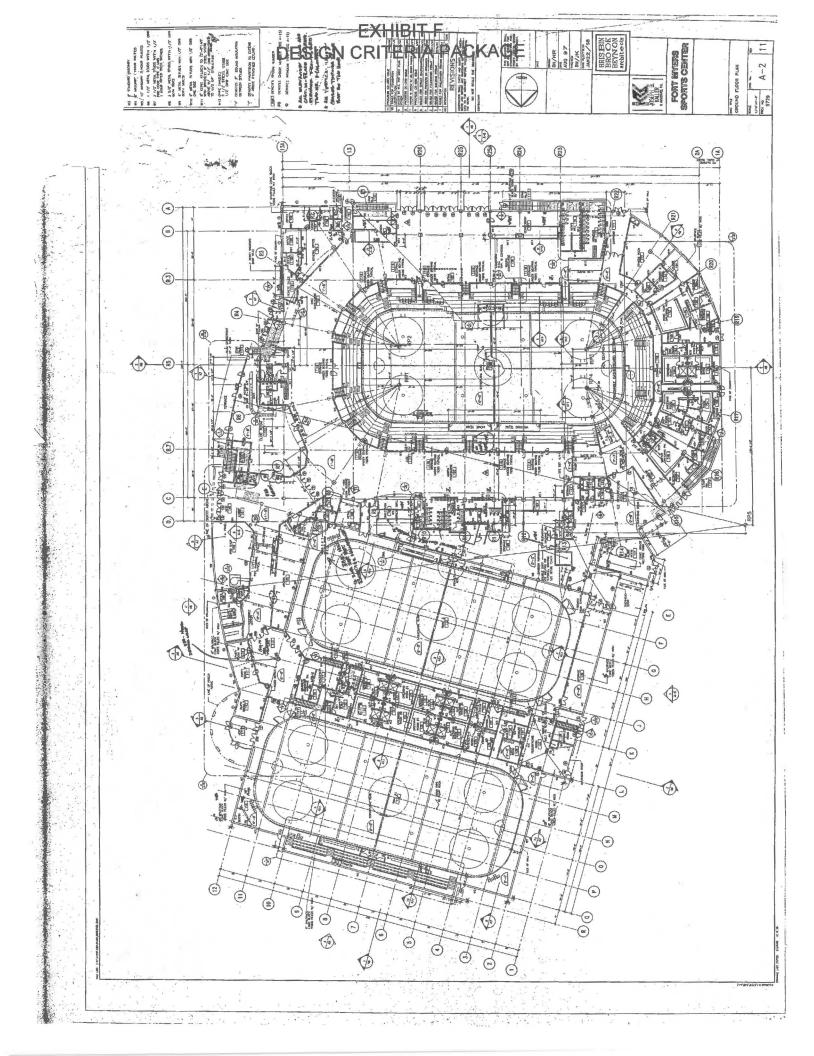
EXHIBIT 1
HURRICANE PROTECTED ZONE

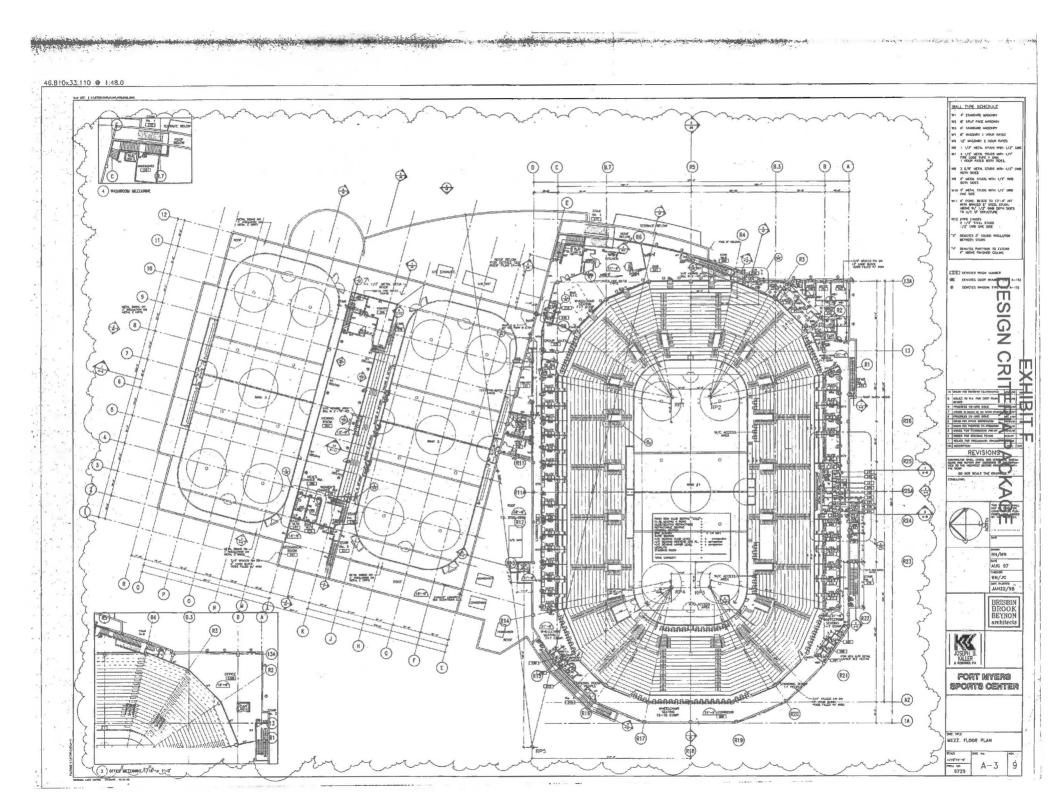


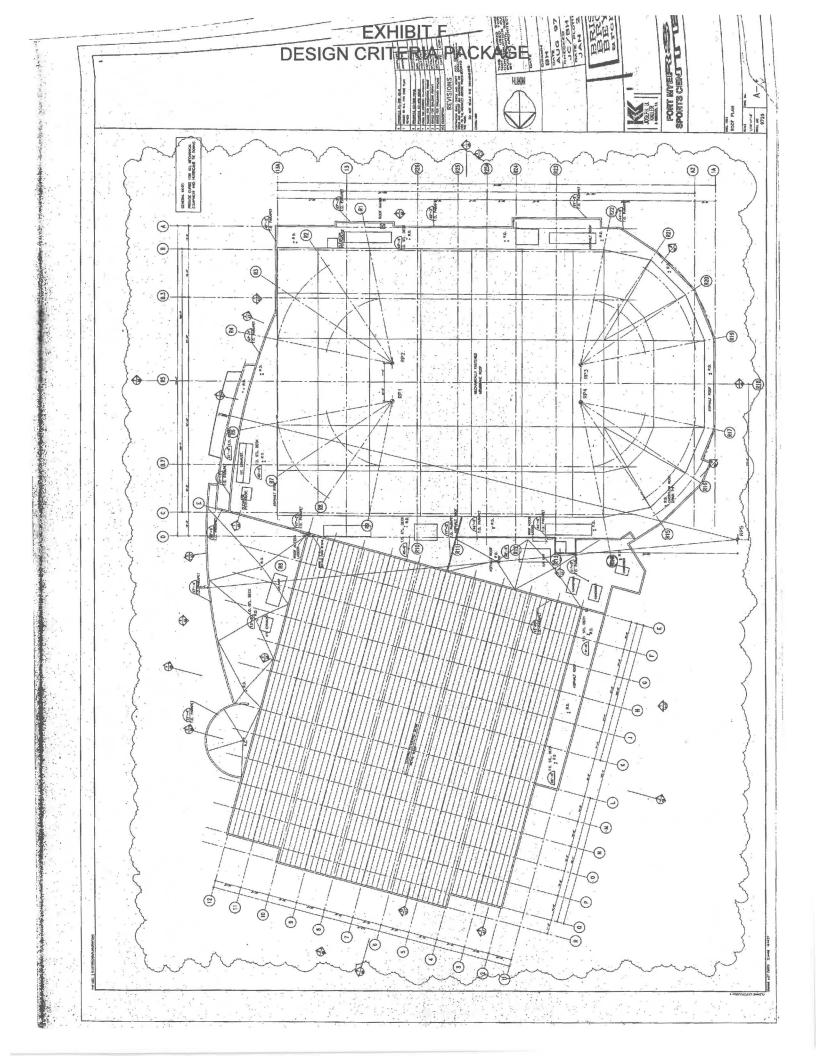
(2) 000 LEVEL KEY PLAN

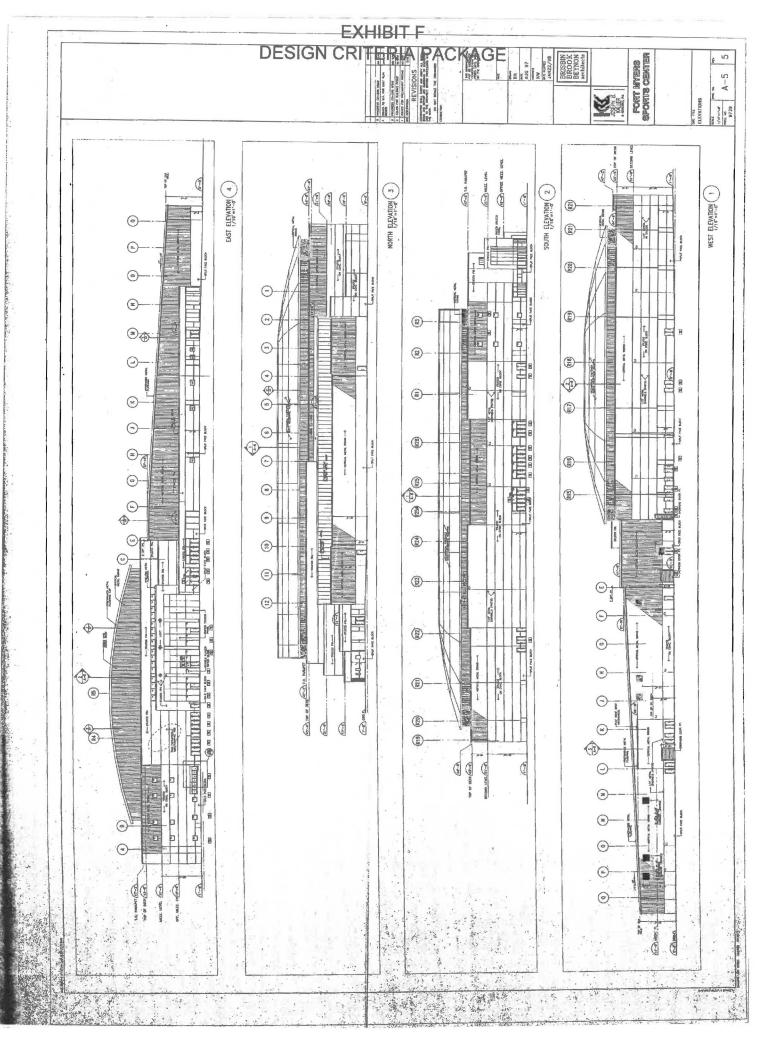
EXHIBIT 2 EXISTING ARCHITECTURAL DRAWINGS

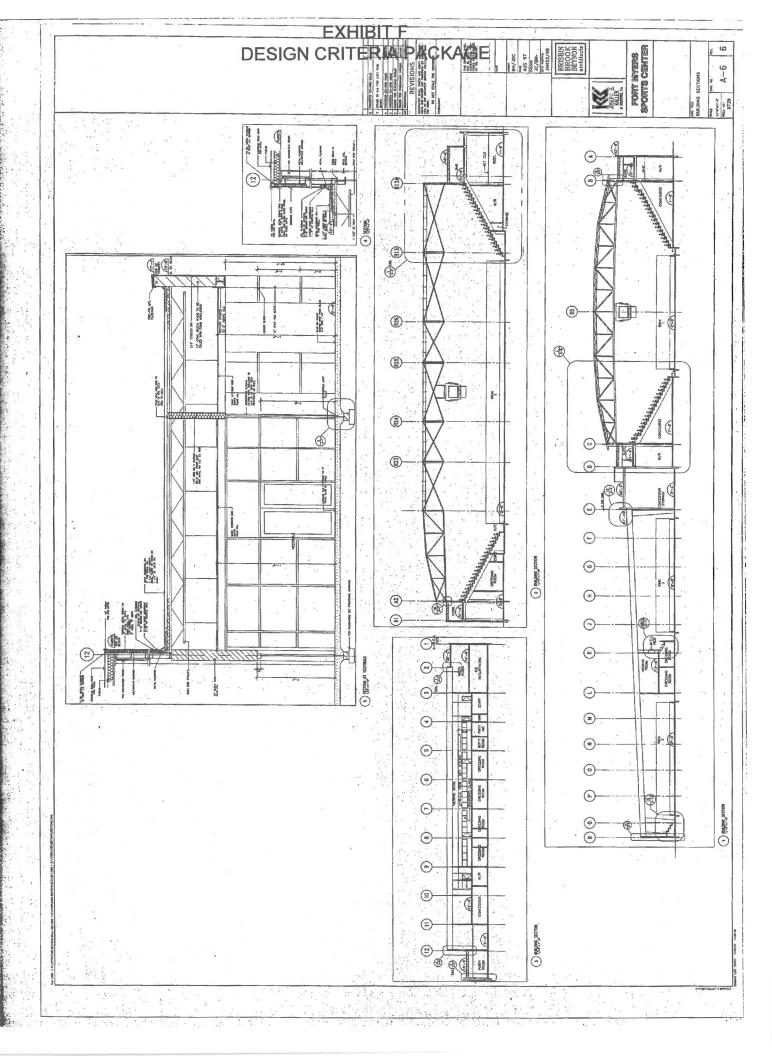


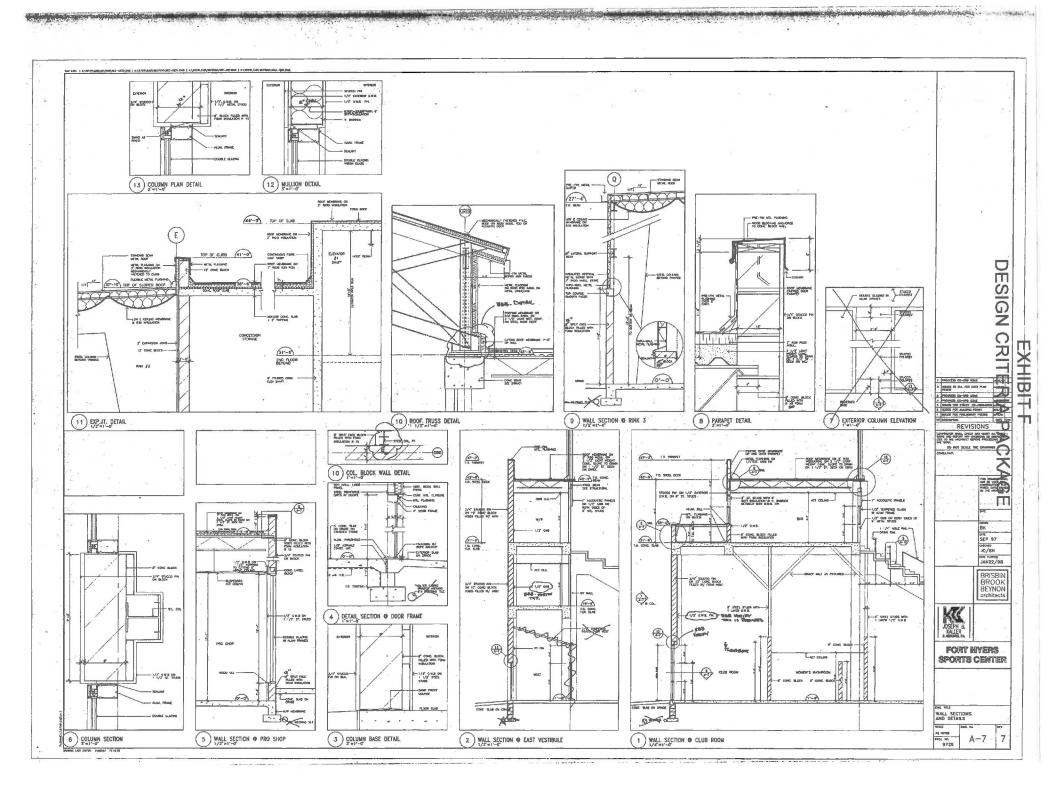


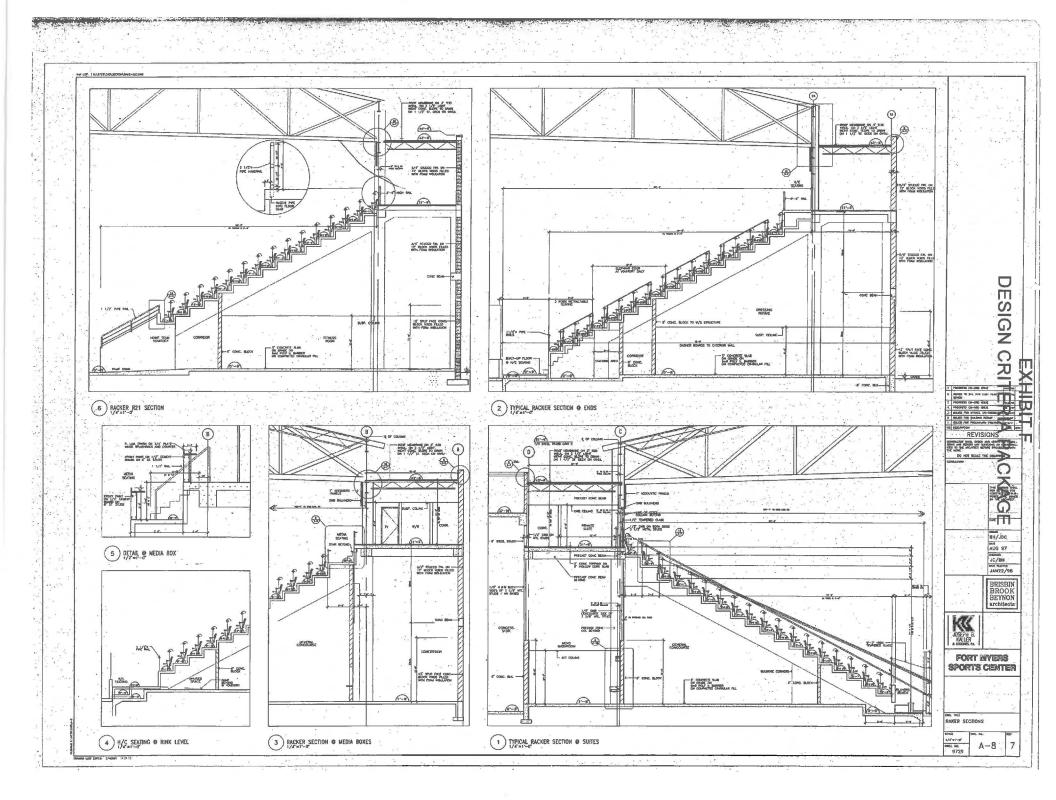


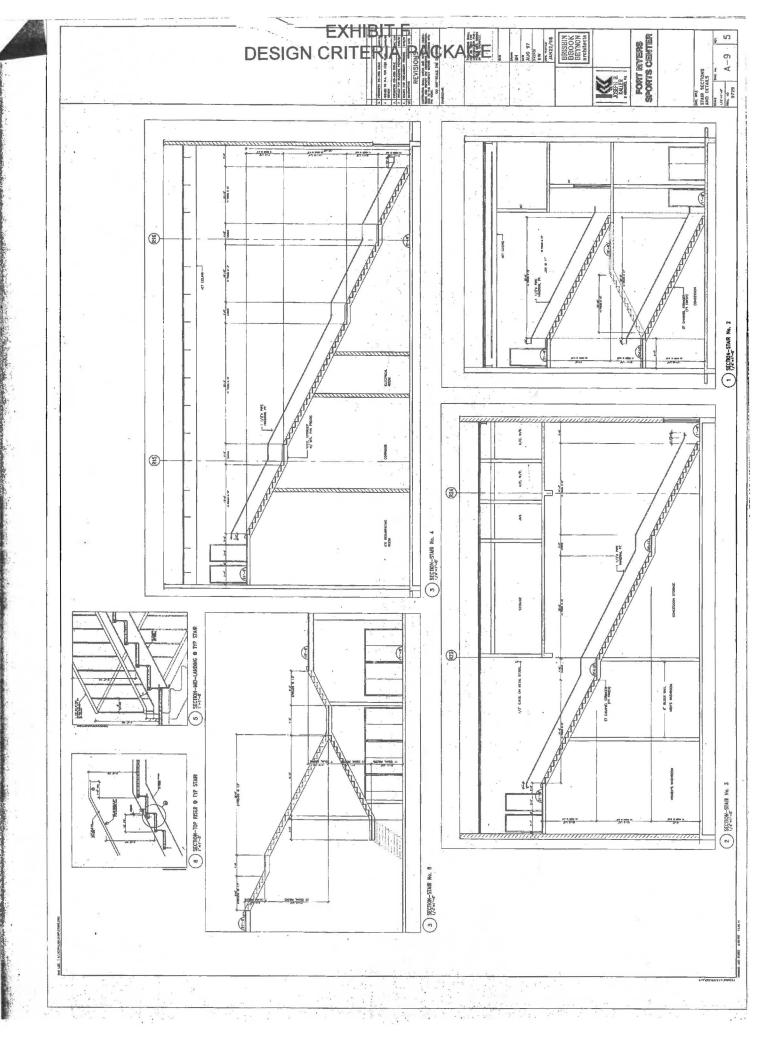


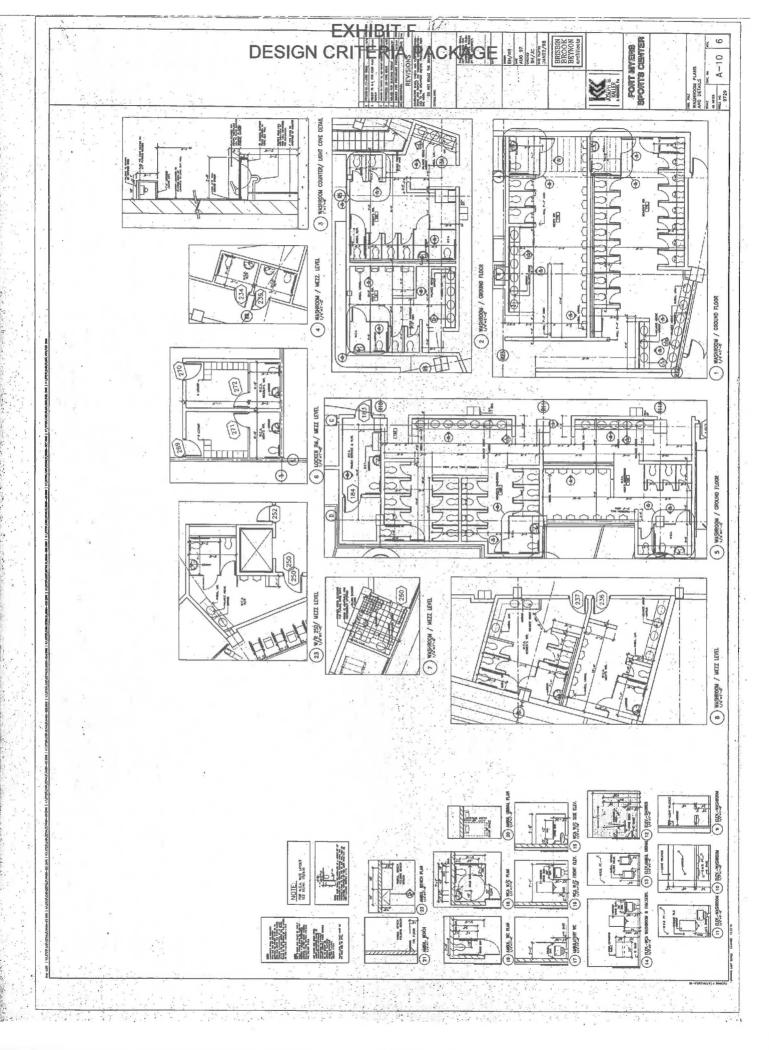


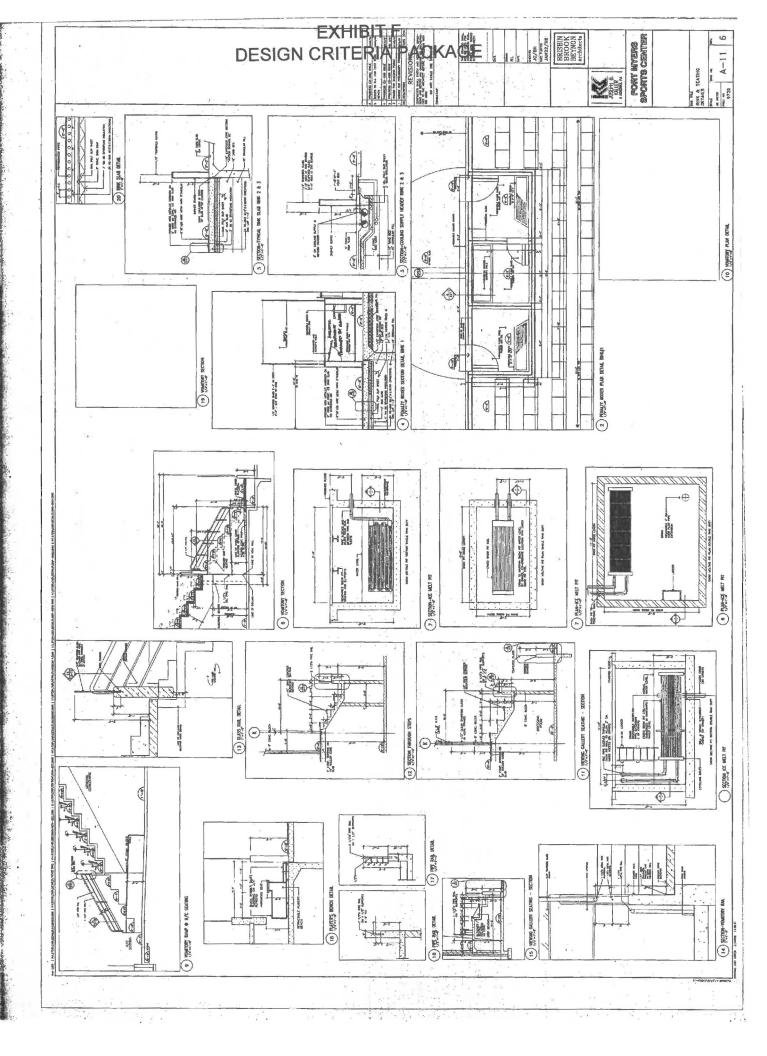


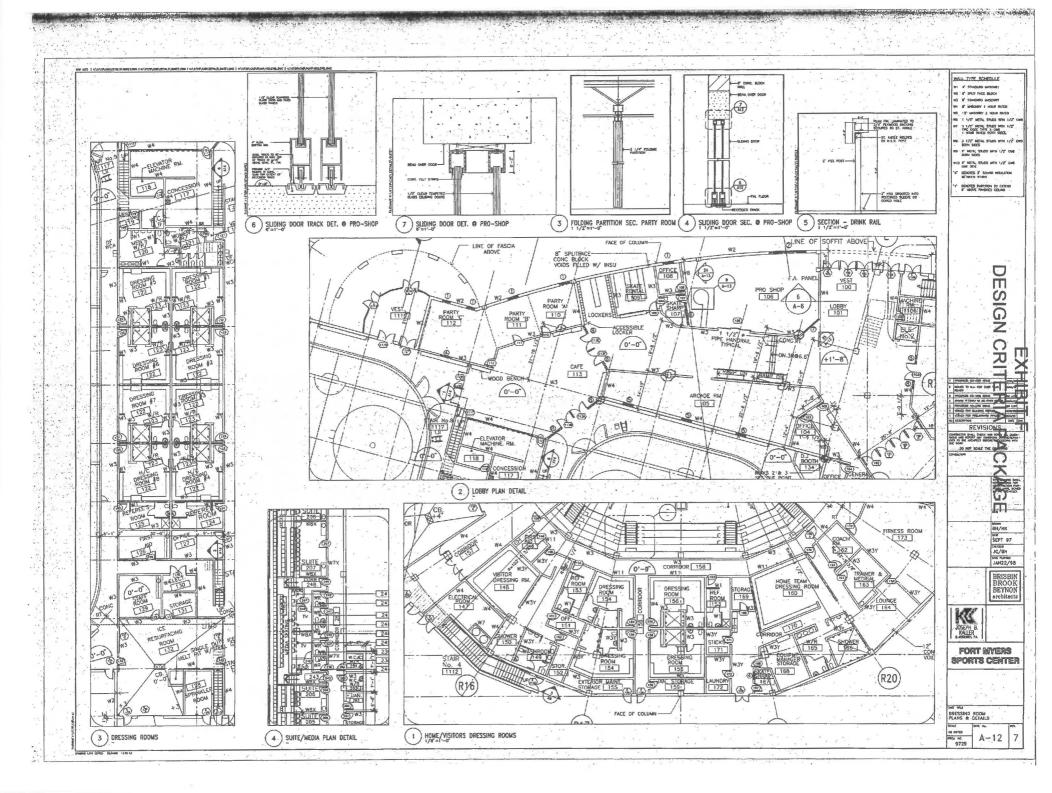


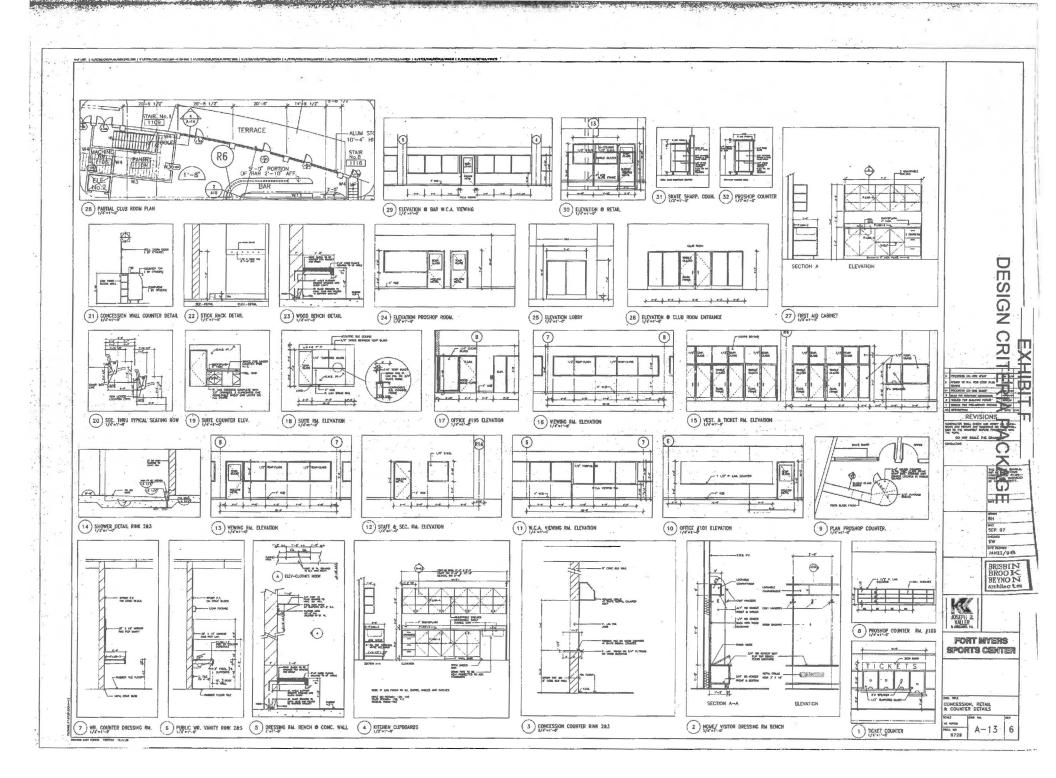


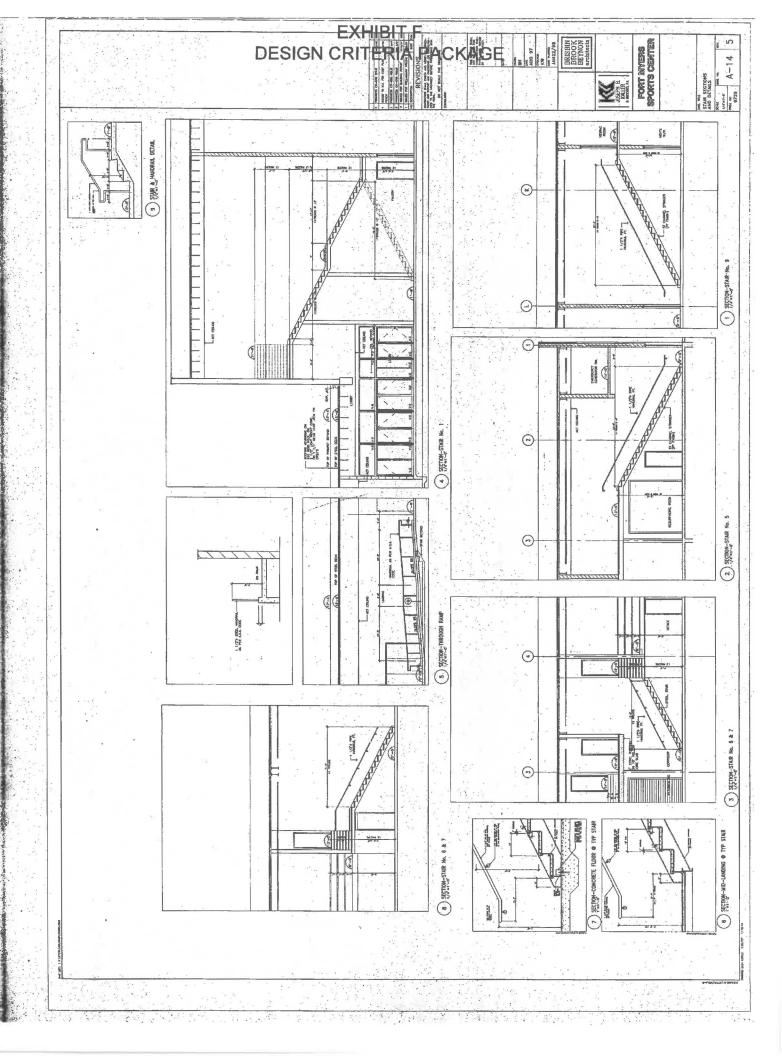


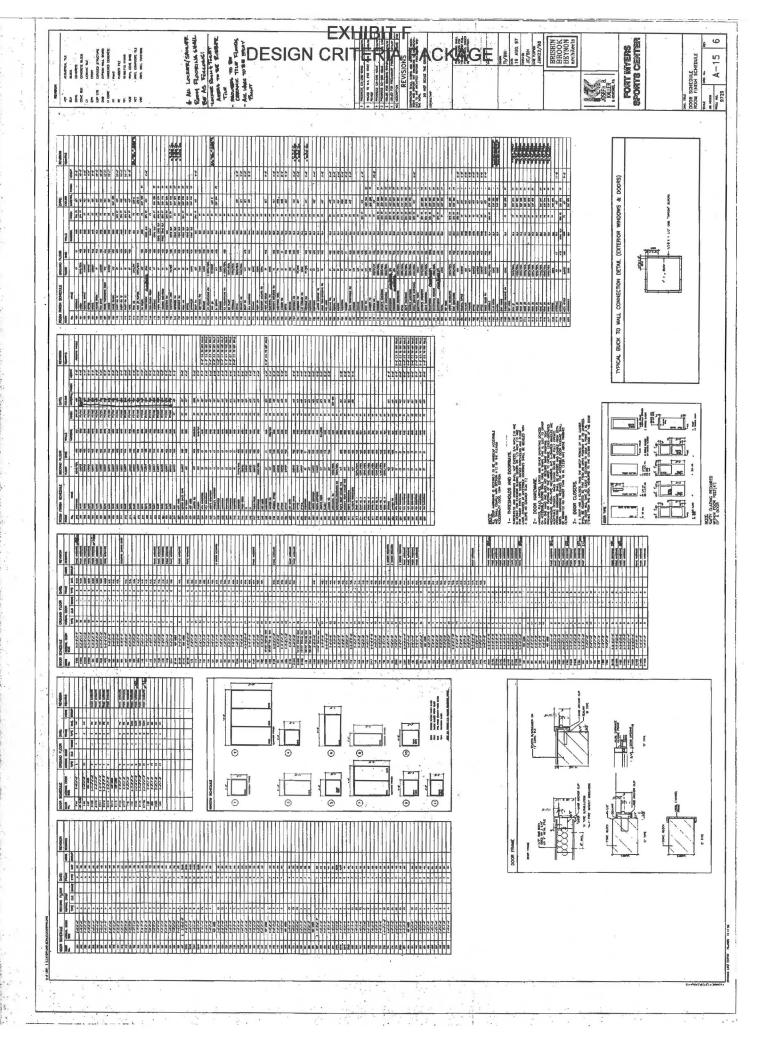


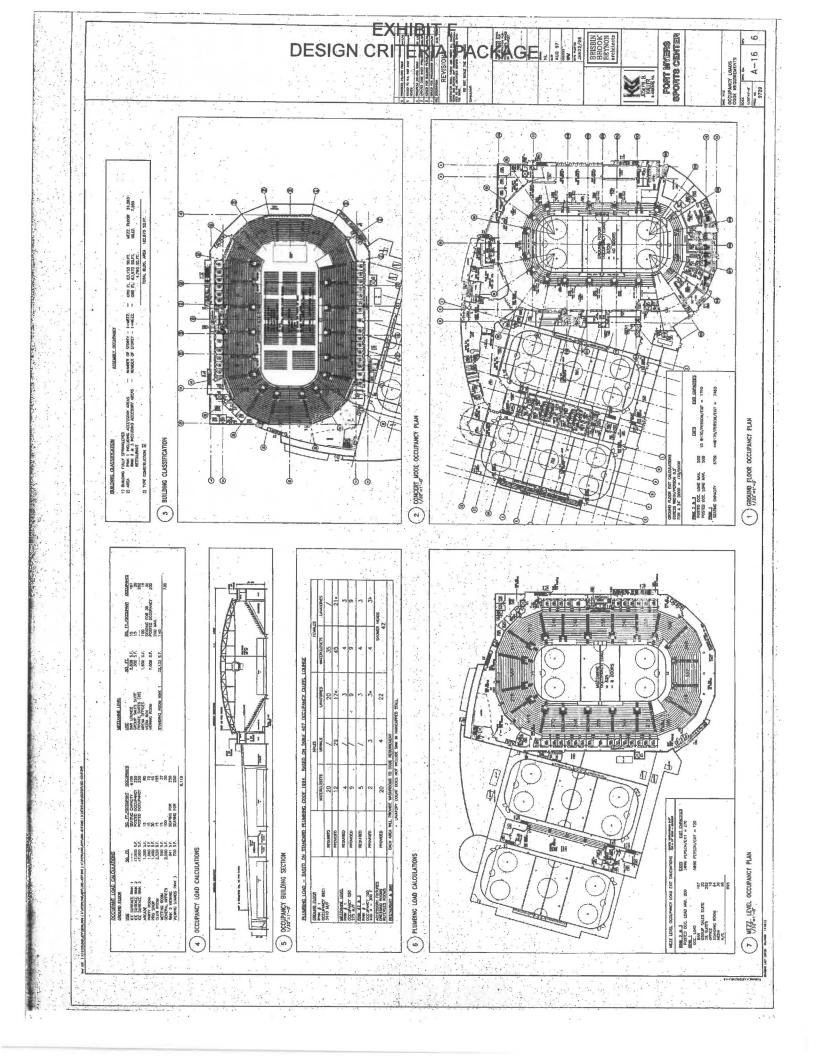


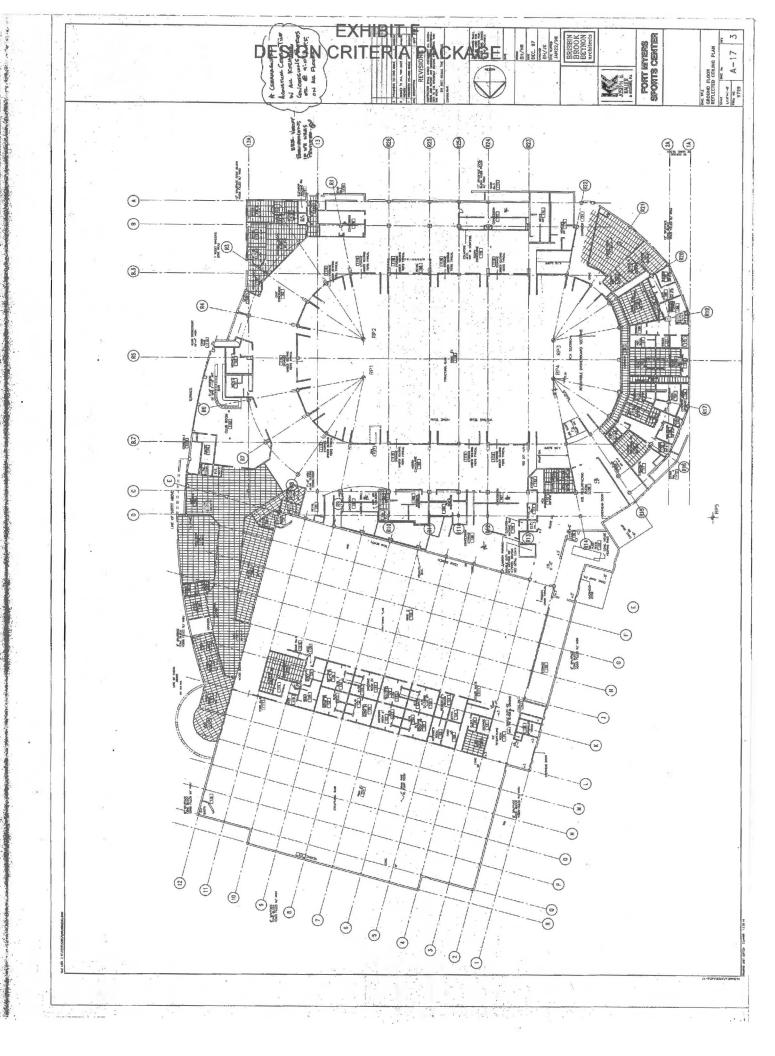


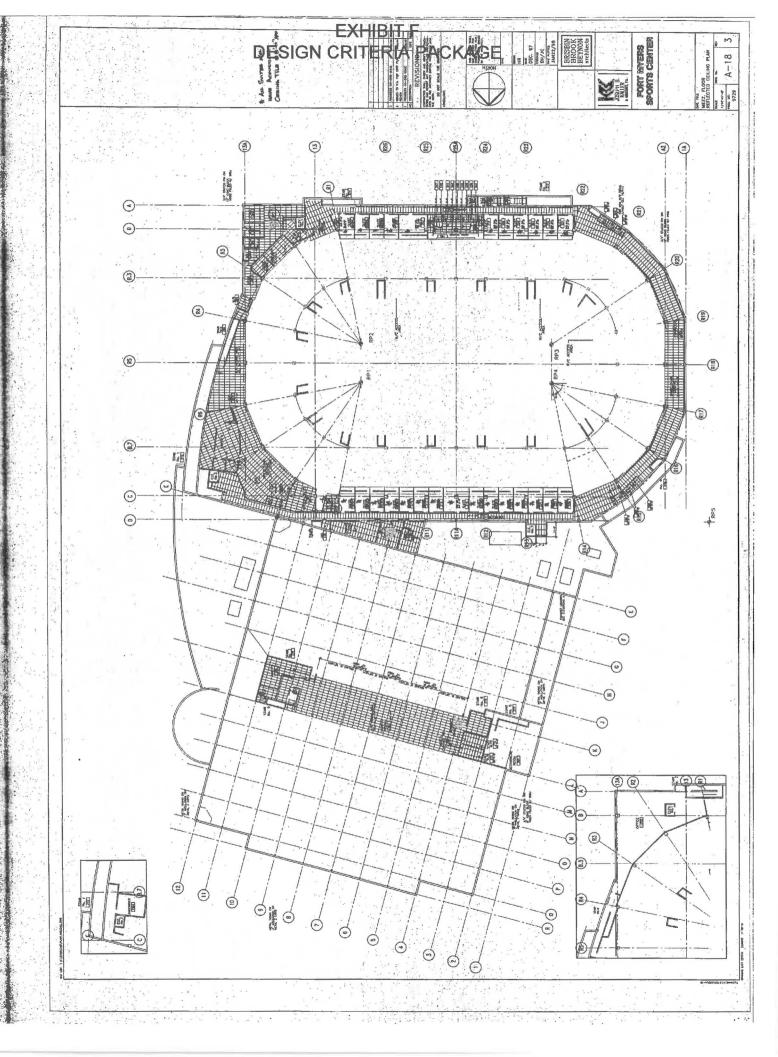


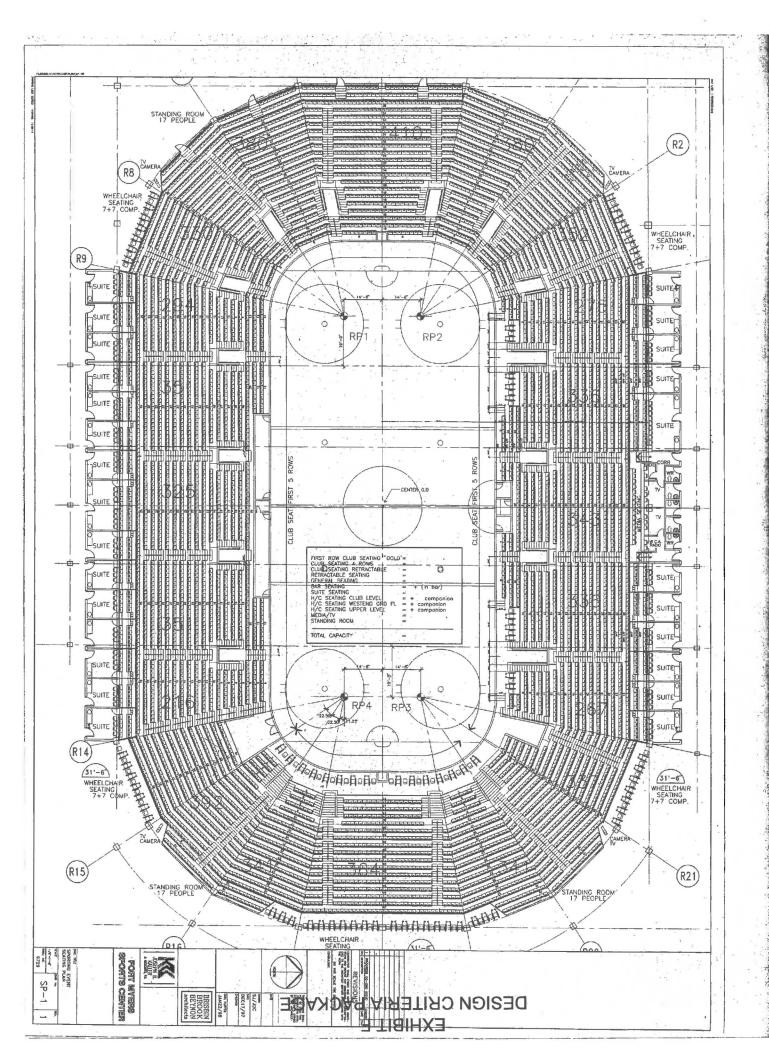












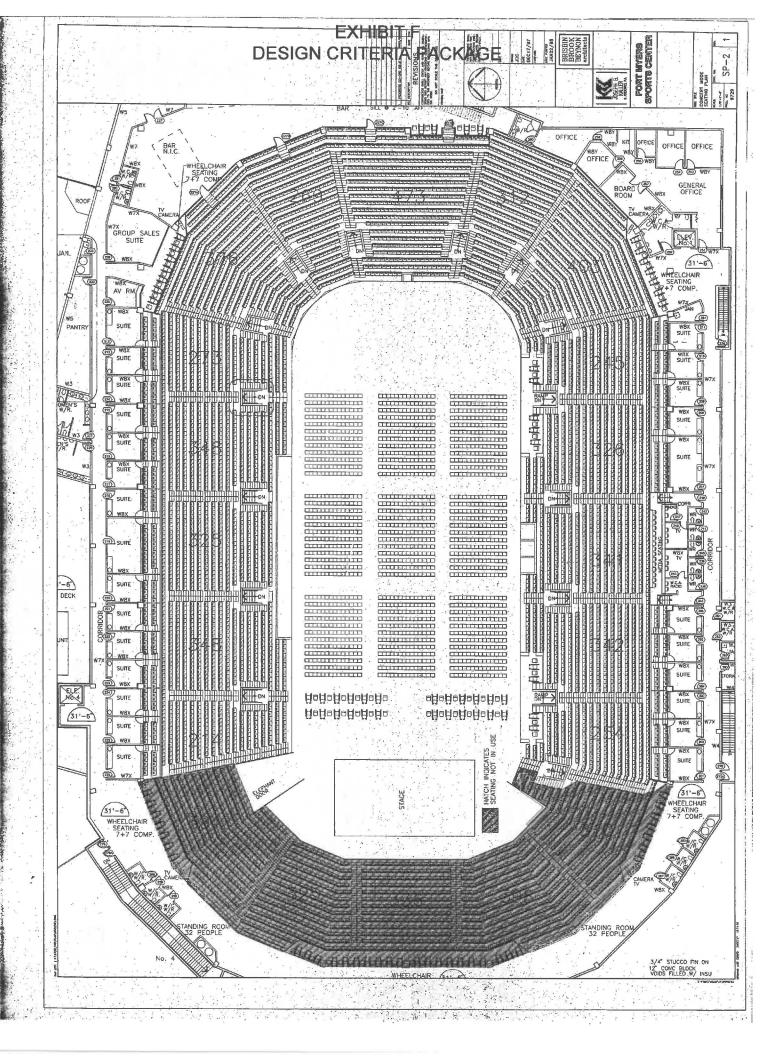
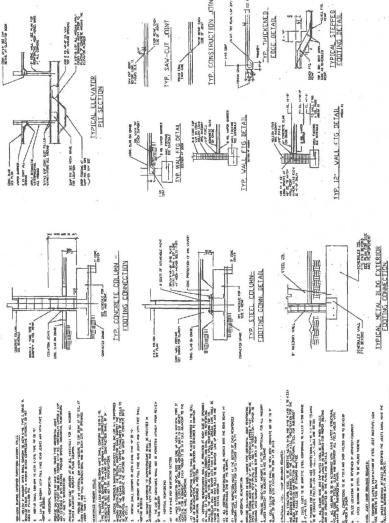


EXHIBIT 3

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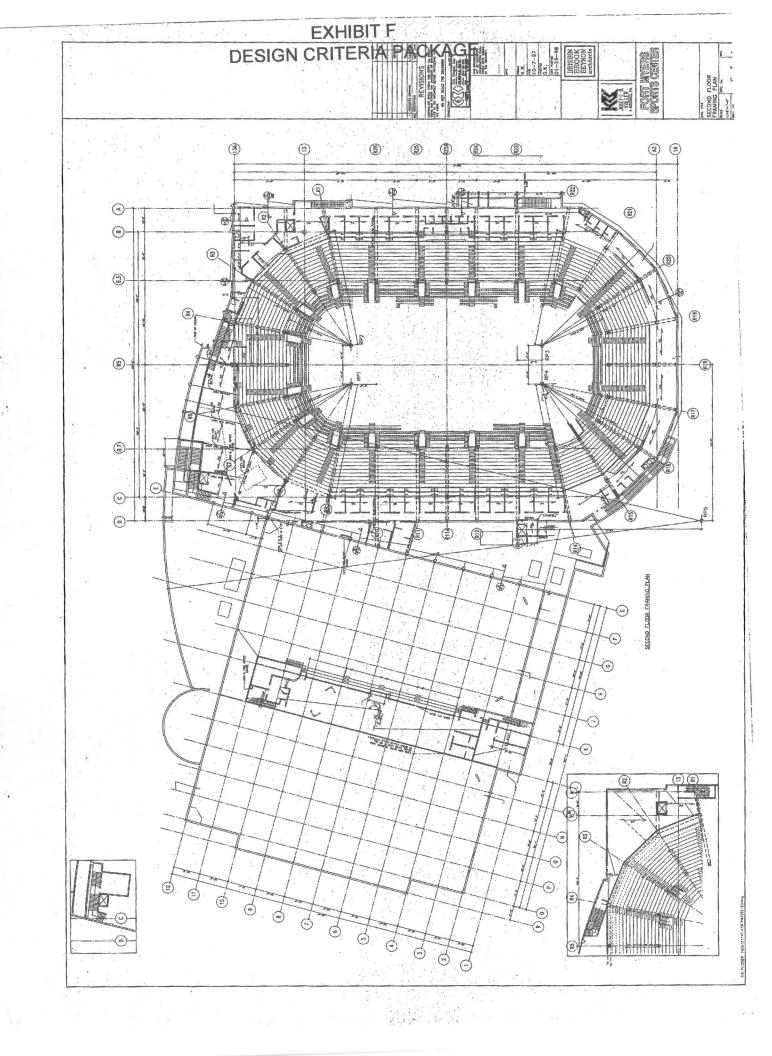
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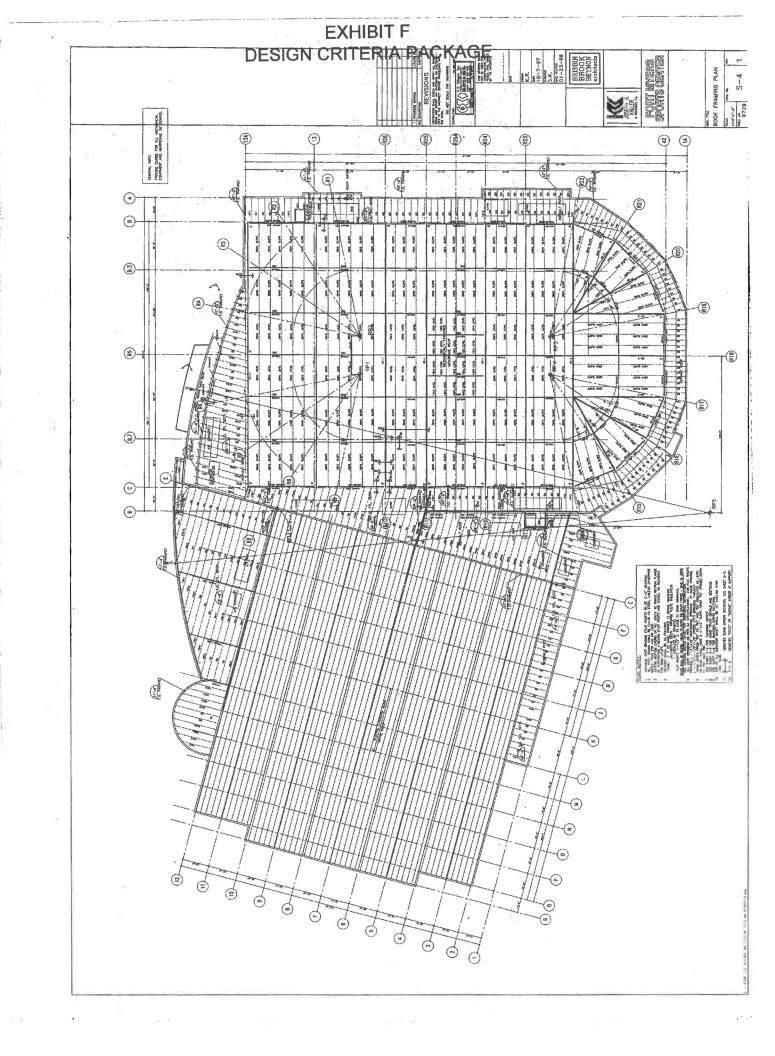
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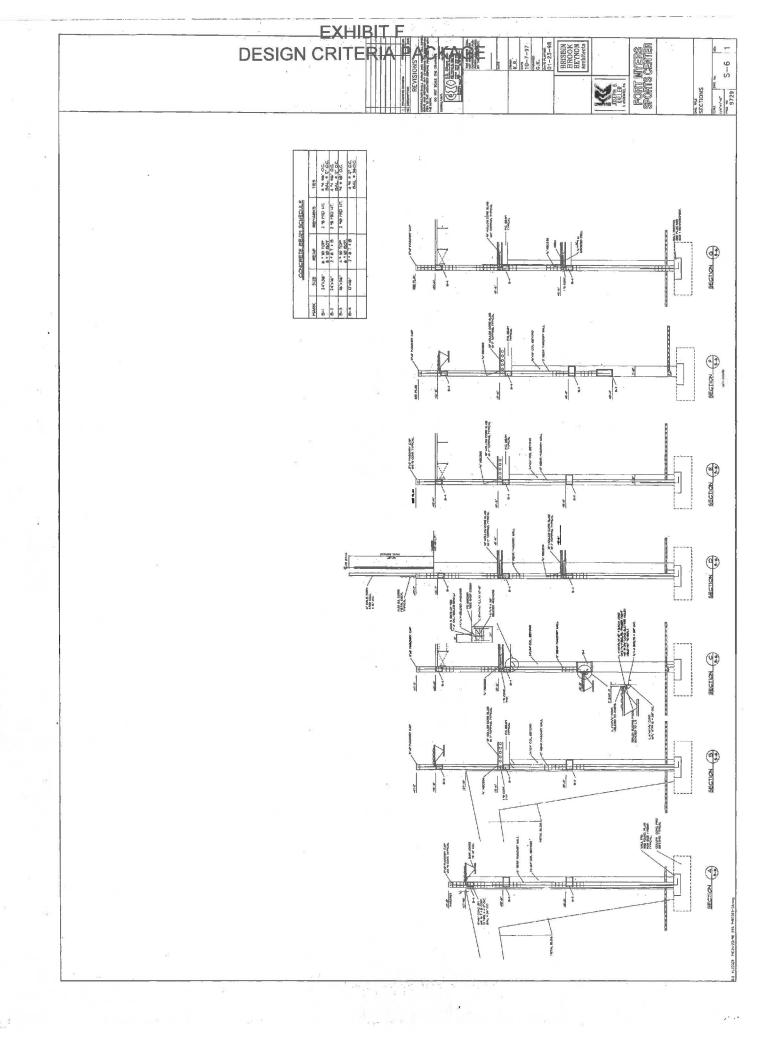
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CB. CLIT. CA. INC. 1/23/19 4-18 FR 97303-52-41







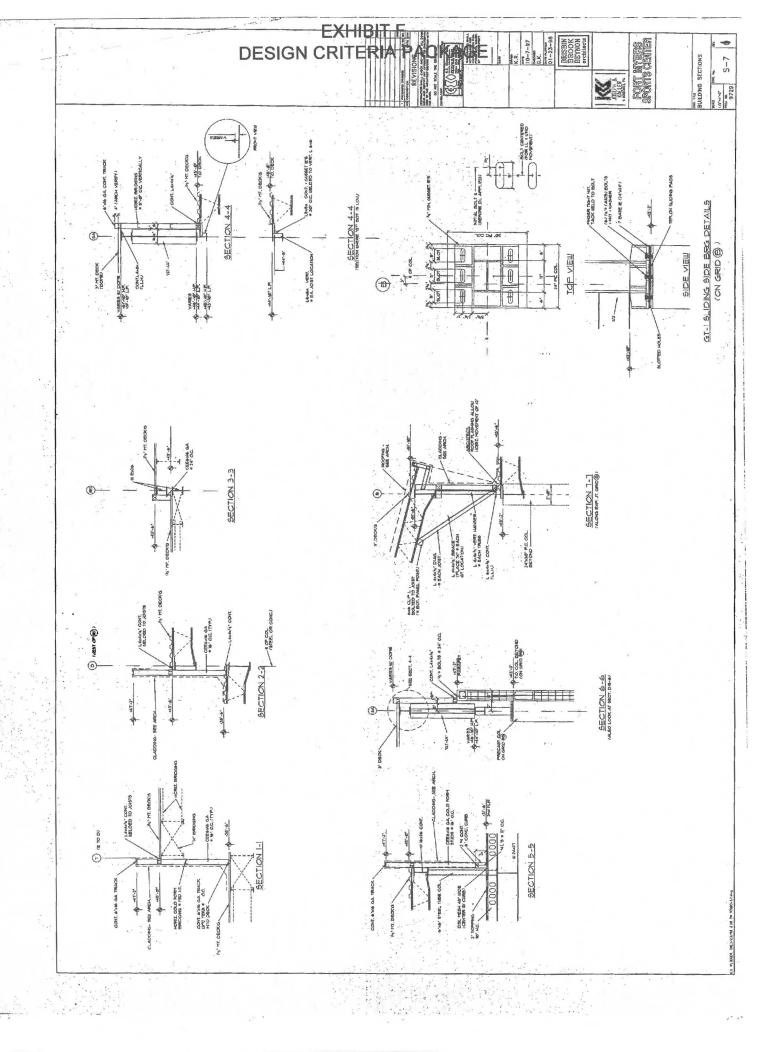


EXHIBIT 4

THE STATE OF FLORIDA'S DIVISION OF EMERGENCY
MANAGEMENT 2018 STATEWIDE EMERGENCY SHELTER PLAN,
APPENDIX G

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

Appendix G – Guidance for Implementation of Public Shelter Design Criteria

G.0 PUBLIC SHELTER DESIGN CRITERIA

The public shelter design criteria, which are also known as the Enhanced Hurricane Protection Area or EHPA criteria, were developed to ensure that appropriate new educational facilities can serve as public hurricane evacuation shelters. The EHPA criteria provide supplemental code provisions to existing applicable codes and standards. The EHPA criteria are performance-based, with limited prescriptive options provided to serve as a guide toward achieving the required level of performance.

The SREF public shelter design criteria are promulgated in Section 453.25, *Florida Building Code—Building* (FBC). This section of the code applies to public schools (K-12) and community colleges.

The EHPA criteria were also prepared to ensure that new educational facilities could meet or exceed applicable national design and construction standards, guidelines and "best practices." In particular, the American Red Cross' ARC 4496 should be considered during the planning and design process for an EHPA; see Appendix C. ARC 4496 is the minimum hurricane evacuation shelter criteria used by the Division, American Red Cross and local emergency management officials for surveying, ranking and designating public hurricane evacuation shelters.

G.1 EHPA Occupancy Period

For planning purposes, the EHPA is assumed to be occupied at its maximum occupant capacity for, at a minimum, a continuous eight (8) hour period of exposure to major hurricane conditions (i.e., Category 3 or higher). Off-site and unprotected on-site structures and utilities should be assumed to be inoperable, damaged or destroyed.

Though the EHPA provisions assume only an 8-hour design occupancy period, hurricane evacuation shelters are much more likely to be occupied for about 24 to 36 hours in advance of arrival of hurricane force winds, 8 to 24 hours during hurricane conditions, and 24 to 72 hours (or longer) after hurricane force winds subside. Boards, design professionals and emergency managers should consider this fact during the design of an EHPA. A design planning guide of 24 hours of self-sufficient operations at maximum occupant capacity may be more appropriate. A shelter occupancy minimum design duration of 24 hours is consistent with the International Code Council's *Standard on the Design and Construction of Storm Shelters* (ICC 500).

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

G.2 Structural Requirements

The wind load performance objective of modern building codes and standards is to prevent or reduce deaths and injuries within the built environment. This is achieved through design and construction of buildings such that, under design loads, primary load carrying systems remain stable and do not collapse. Survival without collapse implies that occupants should be able to find an area of relative safety inside the structure during a severe wind event. Localized damage, breach of the structural envelope and flow of wind through the structure and water damage are acceptable. However, this design philosophy is not necessarily acceptable for public hurricane evacuation shelters (and certain other essential facilities).

Hurricane Andrew (1992) and other subsequent major hurricanes demonstrated that the potential exists for hundreds of shelter occupants to find themselves scrambling for safety as the structural envelope of a designated public shelter progressively collapses or disintegrates. This scenario is unacceptable to emergency management and other public officials. The EHPA criteria were developed to significantly enhance the safety of public hurricane evacuation shelters, and enhance their ability to survive and continue to serve the public after exposure to a major hurricane. Therefore, the performance expectation for EHPA's is that not only the structural frame resist collapse in a Category 3 or greater hurricane, but that the exterior envelope components, cladding materials and assemblies must also remain sufficiently intact to protect building occupants and preserve the mass care function.

G.2.1 Wind Loads. EHPA's are required to be designed and constructed in accordance with the hurricane wind load provisions of the International Code Council/National Storm Shelter Association Standard for the Design and Construction of Storm Shelters (ICC 500). ICC 500's design wind speed map is based on achieving a one (1) percent chance or less of occurrence over the life expectancy of the structure (approximately 75 – 100 years). The chance of occurrence in any given year is 0.0001; which is often referred to as a 10,000-year event. Figure G-1 shows the ICC 500 design wind speed map for Florida and the southeast United States

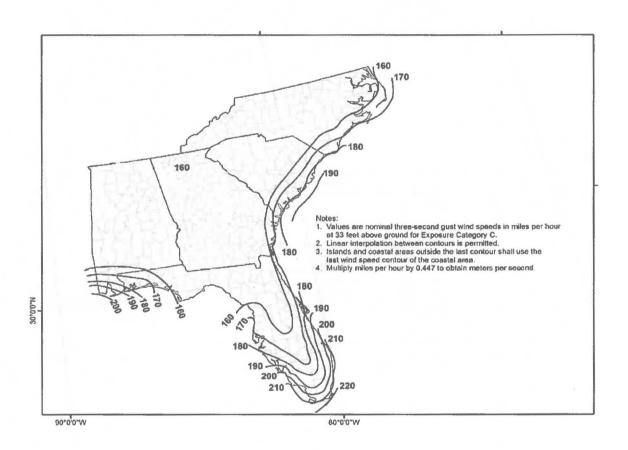
The International Code Council has published a commentary to assist designers with meeting the ICC 500 standard. The Federal Emergency Management Agency (FEMA) has also publication useful guidance in *Design and Construction Guidance for Community Safe Rooms* (FEMA P-361) which provides assistance for federally-funded storm shelter construction programs.

FEMA P-361 can be viewed at the following web address:

http://www.fema.gov/safe-room-resources/fema-p-361-design-and-construction-guidance-community-safe-rooms

G.2.2 Windborne Debris Impact. All exterior surface components and cladding materials of EHPA's, and their supporting assemblies, are required to resist windborne debris impact. This includes walls, roofs, windows, skylights, glass block, doors, louvers, etc. This requirement is applicable to all EHPA's, regardless of proposed siting in a location outside of the normal windborne debris regions prescribed in ASCE 7 or the FBC.

Figure G-1. ICC 500 Hurricane Design Wind Speed Map Source: International Code Council



For reference purposes, Figure G-2 shows the 2010 Florida Building Code—Building design wind speed map. Figure G-3 shows the Florida Building Code—Building design wind speed with windborne debris regions.

Figure G-2. ASCE 7-2010 and 2014 Florida Building Code—Building, Risk Category III and IV Design Wind Speed Map

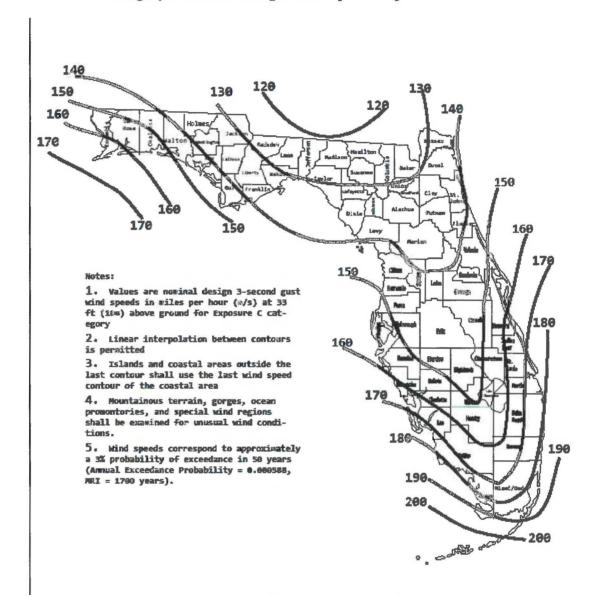


Figure 16098 Ultimate Design Wind Speeds, $V_{\rm ult}$, for Risk Category III and IV Buildings and other Structures

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Figure G-3. ASCE 7-2010 and 2014 Florida Building Code—Building, Risk Category III and IV Design Wind Speed Map
(Wind-Borne Debris Region)

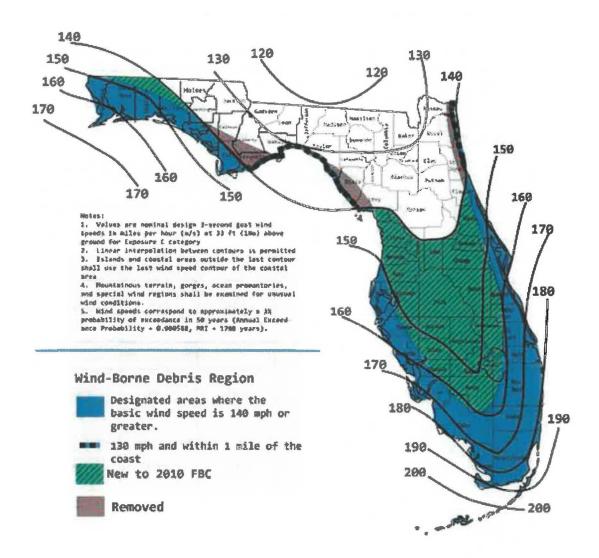


Figure 1609B Risk Category III and IV Buildings and other Structures and Category III healthcare facilities Local emergency managers and school officials have asked for a comparison of the National Hurricane Center's (NHC) hurricane category wind speeds and building code design wind speeds. The NHC categorizes hurricanes using the Saffir-Simpson Hurricane Intensity Scale, which uses a one-minute sustained wind measurement method. ASCE 7-10 Commentary Tables C26.5-2 and C26.5-6 and ASCE 7-16 Commentary Table C26.5-7 provides information to assist with conversion.

Table G-1 below provides a comparison of common wind measurement methods. For comparison purposes, visualize an anemometer (measures wind velocity) with Table G-1 representing concurrent scales on its wind speed display, similar to a vehicle speedometer that registers vehicle speed in both miles per hour (mph) and kilometers per hour. The anemometer will read about 122 mph on the 3-second gust scale when the one-minute sustained scale reads 111 mph.

TABLE G-1. Equivalent Basic Wind Speeds Wind Speed Conversion 3-Second Gust (ult), 3-Second Gust (asd), Fastest-Mile and 1-Minute Sustained Design Wind Saffir-Simpson Hurricane Intensity Scale								
Design Wind Measurement Method	Category 1	Category 2	Category 3	Category 4	Category 5	Extreme Category 5		
3-Second Gust, mph (ASCE 7-10, ASCE 7-16 and Florida Building Code, Ultimate)	105	134	155	182	218	266		
3-Second Gust, mph (ASCE 7-98 to 7-05 and Florida Building Code)	81	106	122	143	173	210		
Fastest-Mile, mph (ASCE 7-93 and Standard Building Code)	76	91	106	127	154	186		
One-Minute Sustained, mph (Over open water; National Hurricane Center)	74	96	111	130	157	188		

¹ - Reference Sources: ASCE 7-10 Tables C26.5-2 and C26.5-6, and ASCE 7-16 Table C26.5-7

G.2.3 Foundations and Floor Slabs. The finished floor elevation of EHPA's and their essential life safety and emergency support systems need to be elevated above at least the maximum storm surge inundation elevation associated with a Category 4 hurricane. In multistory or elevated buildings, this applies to the lowest EHPA floor. The storm surge elevations are identified by reviewing the most current Sea, Lake and Overland Surges from Hurricanes (SLOSH) studies and atlases.