

DESIGN-BUILD AGREEMENT

LEE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), hereby contracts with The Walker Contracting Group, Inc., (the "Design-Build Firm") of 3074 N Horseshoe Drive, Naples FL 34104, whose federal tax identification number is 59-3748586, a Florida design-build firm licensed and authorized to perform all Work in the State of Florida in connection with the County's Solicitation No. DB180403ANB (the "Project")., as said Work is set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereafter specified.

SECTION 1. DEFINITIONS

Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Agreement* – The written contract between the County and Design-Build Firm covering the Work and other Contract Documents that are attached to or referred to in the Agreement, including the Construction Phase Amendment and any other amendments to this Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.

2. *Architect and Engineer* – A duly licensed individual or entity designated by Design-Build Firm to perform or furnish specified professional engineering or architectural services, as applicable, in connection with the Work.

3. *Bond* – Performance and Payment Bond and other instruments of security.

4. *Change Order* – A written order to the Design-Build Firm signed by the County, issued after execution of the Agreement, authorizing a change in the Work or an adjustment in the Contract Amount or the Contract Time. The Contract Amount and the Contract Time may be changed only by a Change Order. A Change Order signed by the Design-Build Firm indicates its agreement therewith, including the adjustment in the Contract Amount or the Contract Time.

5. *Construction* – The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and constructing and other similar variations of those terms also refer to Construction as defined herein. The term Construction shall not be deemed to include the performance of professional engineering or architectural design services.

6. *Contract Amount* – The amount specified in Section 4 of the Agreement. The Contract Amount may be changed from time to time pursuant to the terms and conditions of this Agreement.

7. *Contract Documents* – The documents as are listed under Section 2 of the Agreement.

8. *Contract Time* – The time stated in the approved Project Schedule to achieve Substantial Completion, and to finally complete the Work so that it is ready for final payment in accordance with the terms of this Agreement.

9. *County's Representative* – A person designated to act as County's Representative with respect to Design-Build Firm's performance of the Work. Such person shall have complete authority to transmit instructions, receive information, interpret and define County's policies, and make decisions with respect to performance of the Work.

10. *Defective* – An adjective which when modifying the terms Construction or Work refers to Construction or Work that is delayed, unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to County's final payment (unless responsibility for the protection thereof has been assumed by County as of the time of damage pursuant to the terms and conditions of the Contract Documents).

11. *Design and Construction Phase Amendment* – An amendment to this Agreement to add Construction to Design-Build Firm's Work and the amount of the Construction Phase Fee for the Project.

12. *Design and Construction Phase Fee* – This fee is inclusive of all costs The compensation to be paid to the Design-Build Firm during the Design and Construction Phase and includes:

12.1 Salaries or other compensation of the Design-Build Firm's employees assigned to the project at its principal office and branch offices.

12.2 The Design-Build Firm's personnel assigned during the Construction Phase, their duties, and responsibilities to this Project, and the duration of their assignments are shown on Exhibit H. Such personnel shall not be replaced without prior written consent of the County, which shall not be unreasonably withheld.

12.3 General operating expenses related to this Project of the Design-Build Firm's principal and branch offices.

12.4 The costs of all data processing staff.

12.5 Salaries or other compensation of the Design-Build Firm's employees assigned to the project at the job-site. The Design-Build Firm's personnel to be assigned to the Site during the Construction Phase under the job-site management and supervision fee, their duties, responsibilities, and the duration of their assignments are shown on Exhibit H.

12.6 General operating expenses incurred in the management and supervision of the Project, except direct costs, defined as Direct Costs to the Project and as defined in Paragraph 26 below.

12.7 Job office supplies including paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photo copy or blue print paper not included).

12.8 The costs resulting from the services provided by the Architects and Engineers during the Construction Phase.

12.9 Profit.

13. *Design-Build Firm* – The individual or entity with whom County has entered into the Agreement as indicated in the Agreement.

14. *Design Criteria Package* – The Drawings and Specifications and/or other graphic or written materials, criteria and information concerning County's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for County. The Design Criteria Package is attached hereto as Exhibit F.

15. *Direct Costs to the Project* –

15.1 Wages paid for labor (as opposed to wages paid for management or supervisory personnel) in the direct employ of Design-Build Firm in the performance of the Work and the associated overhead per this agreement.

15.2 Cost of all materials, supplies, and equipment incorporated in the Project, including cost of transportation and storage thereof.

15.3 Payments to Subcontractors for performance of services required in the Construction of the Project.

15.4 Costs, including maintenance and transportation of all equipment, temporary facilities and hand tools not owned by the Design-Build Firm, which are employed or consumed in the performance of the Work.

15.5 Rental charges on all necessary machinery and equipment, exclusive of hand tools, used at the Project Site and required for performance of the Work.

15.6 Premium costs for all insurance and all bonds that the Design-Build Firm is required to procure per this agreement.

15.7 Taxes, sales, use gross receipts or similar taxes related to allowable direct costs to the Project.

15.8 Minor expenses at the Site to be billed at cost, i.e., postage, telephone service, and similar petty cash items required by the Project.

15.9 Costs for trash and debris control and removal from the Site.

15.10 Costs incurred due to an emergency affecting the safety of persons or property at the Site.

15.11 Costs for temporary facilities during Construction as required by the Project.

15.12 Costs for the required number of Record Drawings to be provided to the County upon completion of the Work.

15.13 Builder's Contingency. A sum shall be included in the Construction Contingency fee to protect the Work in the event of an uncompensated loss. The County must consent to all uses of this sum. In the event this sum is not needed, it shall be returned to the County at the time of Final Completion.

15.14 County's Contingency, which shall be defined as a sum of money owned by and under the control of the County for use as deemed necessary by the County for the Work.

16. *Drawings* – Those portions of the Contract Documents prepared by or for Design-Build Firm and approved by County consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the Work.

17. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

18. *Final Completion* – The time at which all Construction and all Work has been fully, finally, and properly completed in accordance with the Contract Documents and all other duties, responsibilities, and obligations have been performed, as verified by the County with tests, inspections, or otherwise, so as to entitle the Design-Build Firm to submit a Bill or Invoice for final payment in accordance with the terms of this Agreement. Final Completion occurs when the Project is accepted by the County as evidenced by a letter of Final Completion signed by the County's Representative, the Design-Build Firm and the County. The terms "finally complete" and "finally completed" also refer to Final Completion.

19. *Guaranteed Maximum Price (GMP)* – The total maximum cost to the County for the Work performed by the Design-Build Firm including the Structural Assessment and Analysis Phase Fee, Design Phase Fee, the Construction Phase Fee, Profit, and the Direct Costs.

20. *Invoice or Bill* – The form which is to be used by Design-Build Firm in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

21. *Laws and Regulations* – Any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

22. *Liquidated Damages* – Damages, usually in the form of monetary payment, agreed to by the parties to a contract which are due and payable as damages in the event of a breach of all or part of such contract. Liquidated Damages may be applied on a daily basis for as long as the breach is in effect.

23. *Notice to Proceed* – A written notice given by County to Design-Build Firm authorizing the Work to begin and fixing the date on which the Contract Time will commence to run.

24. *Profit* - The compensation paid to the Design-Build Firm for the profit and general expenses as negotiated and agreed upon by the County, related to the Construction phase of the Project, except those expenses expressly included in the Direct Costs of the Project and included in Section 5(B). Payment shall be made proportionally to the ratio of the cost of the Work in place, and less retainage, as it bears on the GMP. The balance of the Profit shall be paid when Construction of the Project is finally completed.

25. *Project* – The entire undertaking of the County, identified by County as indicated in the Exhibits of the Agreement, of which the Construction to be provided under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

26. *Record Drawings* – The certified Record Drawings from the Design Professional. A revised set of Drawings that reflect all changes made in the Specifications and Drawings during the Construction process.

27. *Schedule of Values* – A schedule, prepared by Design-Build Firm and accepted by County, which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or divisions.

28. *Shop Drawings* – Diagrams, schedules, drawings, and other types of data prepared specifically by the Design-Build Firm, and requiring review from the County's Representative, to demonstrate how the Work will be implemented by the Design-Build Firm.

29. *Site* – The real property or other areas designated in the Contract Documents as being furnished by County for the performance of the Construction, storage, or access.

30. *Specifications* – Those portions of the Contract Documents which are organized into divisions, sections, and articles pertaining to, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the Design-Build Firm as applied to the Construction and incorporated into the Project with certain administrative details applicable thereto.

31. *Structural Assessment and Analysis Phase Fee* – The compensation to be paid to the Design-Build Firm for services performed during the Design Phase includes:

31.1 Salaries or other compensation of the Design-Build Firm's employees for services provided.

31.2 The costs resulting from the services provided by the Architects and Engineers during the Design Phase.

31.3 Costs of other services directly related to the Project.

32. *Subcontractor* – A person, firm, partnership, corporation, or entity who has a direct contract with the Design-Build Firm to perform any of the Work at the Site. The term Subcontractor does not include those whose sole purpose is that of a Supplier of materials, but a Supplier of materials shall be classified as a Subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Subcontractor means a Subcontractor or its authorized representative.

33. *Submittal* – A written or graphic document prepared by or for Design-Build Firm which is required by the Contract Documents to be submitted to County by Design-Build Firm. Submittals may include, but are not necessarily limited to Drawings, Specifications, progress schedules, Shop Drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

34. *Substantial Completion* – The time at which the Construction has progressed and the Work has been completed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction can be effectively and efficiently utilized for the purposes for which it is intended without any material impairment of function for a pre-described period of time. If applicable, a temporary certificate of occupancy or compliance issued by the building official is required concurrent with or prior to issuance of a certificate of Substantial Completion. The terms "substantially complete" and "substantially completed" refer to Substantial Completion. The term Substantial Completion may be used in the Contract Documents in reference to a particular portion of the Construction, in which case the term will be applied as defined

above only to that portion of the Construction, otherwise it shall be deemed to refer to the total Construction.

35. *Supplementary Conditions* – The part of the Contract Documents which amends or supplements the General Terms and Conditions, including any conditions imposed by a grant funding agency.

36. *Supplier* – A manufacturer, fabricator, distributor, materialmen or vendor.

37. *Surety* – The surety company or individual that is bound by contract bond with and for the Design-Build Firm who is primarily liable, and is responsible for Design-Build Firm's acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

38. *Work* – All labor, materials, equipment and incidentals required to fully, finally and properly complete the Construction and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

SECTION 2. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 8 hereof, the legal advertisement, the instructions to bidders, the solicitation and any duly executed and issued addenda, Change Orders, Field Directive Change Orders, Work authorizations and amendments relating thereto, including the Construction Phase Amendment. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by the Design-Build Firm at the Project Site at all times during the performance of the Work.

B. Any Work that may be reasonably inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Directive Change Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

D. County shall furnish to the Design-Build Firm up to two (2) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

E. The Design-Build Firm agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

F. Construction services provided by Design-Build Firm for the Project shall be under the general direction of County's Representative, or their successor, who shall act as the County's Representative during the term of this Agreement. If the County's Representative is not a County employee, then County's Representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

G. The County's Representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Design-Build Firm of any and all changes approved by the County in the Design-Build Firm's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Agreement or Change Orders pertaining thereto. Following County approval, the County's Representative shall coordinate issuance of any such documents. The County's Representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement or any amendments, or Change Orders issued hereunder.

SECTION 3. SCOPE OF WORK

A. Generally, the Design-Build Firm shall provide all planning, design, and architectural and engineering services required for the proper design and, upon the approval of the Construction Phase Amendment, for all other services necessary for the Construction of the Project (the "Work").

B. Design-Build Firm's Responsibility with Respect to Design.

1) In fulfilling its obligations under this Section, Design-Build Firm shall employ Architects and Engineers of the appropriate specialties for proper preparation of the Project Drawings and Specifications, including structural, mechanical, electrical, soils (excepting existing environmental contamination and based upon soil boring reports furnished to Design-Build Firm by County), civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately

State of Florida licensed personnel. Design-Build Firm takes responsibility for the proper performance of such architectural and engineering services.

2) The Design-Build Firm shall prepare and the County shall approve an Analysis, Design and Construction Phases schedule as follows:

(a) PHASE 1 – STRUCTURAL ASSESSMENT & ANALYSIS PHASE

The Design-Build Firm shall conduct the structural assessment and analysis to determine the building's existing deficiencies in accordance with Exhibit F. The County will review the provided deficiency assessment to determine the scope for Phase 2.

(b) PHASE 2 - WORKING DRAWINGS, SPECIFICATIONS, DESIGN DEVELOPMENT AND CONSTRUCTION PER PHASE 1

In Accordance with the Design Criteria Package, the Design-Build Firm shall prepare design development documents to fix the size and character of the Project as to structural systems, materials, and other appropriate essential items in the Project. The approved list of deficiencies shall be the basis for the design and Construction of the Project. From approved list of deficiencies document, the Design-Build Firm shall prepare working Drawings and Specifications setting forth, in detail, the requirements for the Construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

3) The Design-Build Firm and the County will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the Contract Amount as defined in Section 4. As these working Drawings and Specifications are being completed, the Design-Build Firm will keep the County advised of the effects of any County requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price ("GMP"). Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the County and incorporated in the Exhibits. The Drawings and Specifications shall remain the property of the County and may be used by the County on this or other projects without the written consent of the Design-Build Firm.

C. After the completion of the Structural Assessment & Analysis Phase as set forth above in Section 3.B.2.a., the County may elect, in its sole discretion, to not proceed with the Construction Phase of the Project. If the County elects to not proceed with the Construction Phase of the Project, the Design and Construction Phase Amendment will not be approved and the County will pay the Design-Build Firm the proportionate amount owed for the percentage of Work performed at the time of termination.

D. Royalties and Patents.

1) The Design-Build Firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for

infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process, or product so specified is an infringement of a patent, and fails to give such information promptly to the County.

E. Warranties and Completion.

In addition to the warranty set forth in Section 20, General Terms and Conditions:

- 1) The Design-Build Firm shall secure required certificates of inspection, testing, or approval and deliver them to the County.
- 2) The Design-Build Firm shall collect all written warranties and equipment manuals and deliver them to the County.
- 3) The Design-Build Firm, with the assistance of the County's maintenance personnel, shall direct the commissioning of utilities and the operations of the Project's systems and equipment, and shall assist in their initial start-up and testing.

SECTION 4. CONTRACT AMOUNT

In consideration of the faithful performance by Design-Build Firm of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Design-Build Firm, in accordance with the terms of this Agreement, the Structural Analysis and Design Phase Fee of \$229,751.00 as well as the Design and Construction Phase Fee Guaranteed Maximum Price (GMP), which shall be established by the Design and Construction Phase Amendment.

SECTION 5. DESIGN-BUILD FIRM FEES

A. Structural Assessment and Analysis Phase Fee. The Structural Assessment and Analysis Phase Fee for the Project shall be paid in proportionate monthly payments for the percentage of Work performed that month. The first monthly payment shall become due thirty (30) days following the issuance by the County of the Notice To Proceed with the design services for the Project and monthly thereafter based on the project schedule and approval by County of deliverables as set forth in the Design and Construction Phase Amendment.

The Design-Build Firm's design personnel to be assigned during the Structural Assessment and Analysis Phase of the Work and their duties, responsibilities, and fee schedule, and the duration of their assignments are shown on Exhibit H, which is incorporated by reference herein. Such personnel shall not be replaced without the prior written consent of the County which shall not unreasonably withhold such consent.

B. Design and Construction Phase Fee. Prior to commencement of the Design and Construction Phase of the Project, the County and the Design-Build Firm will enter into the Design and Construction Phase Amendment to authorize the Design-Build Firm to proceed with the Design and Construction of the Project and establish the Design and Construction Phase Fee. The Design and Construction Phase Fee shall be negotiated based on the design and the negotiated fee and supporting documentation shall be supplied to the County.

SECTION 6. BOND

A. Design-Build Firm shall provide a Performance and Payment Bond, in the form prescribed in Exhibit B, in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Design-Build Firm. If the Contract Amount is increased by a Change Order, it shall be the Design-Build Firm's responsibility to ensure that the Performance and Payment Bond is amended accordingly and a copy of the amendment recorded by the Lee County Clerk of Court and forwarded to the County. The Performance and Payment Bond shall be underwritten by a Surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the Surety shall be rated as "A-" or better as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc.

B. Attorneys-in-fact who sign Bonds for County projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Agreement, extensions of time and/or forbearance on the part of the County. The County shall not return or release the Bonds for a period of twelve (12) months after the date of final payment to allow time for claims against the Bonds during this period. The Surety must have fulfilled all of its obligations on all other Bonds previously provided to the County. The Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

C. If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by the Design-Build Firm to maintain its bond in full force and effect at all times, including the warranty period, shall be grounds for termination of this Agreement.

C. Per Section 255.05, Florida Statutes, the Design-Build Firm shall be required to execute and record the Performance and Payment bond. The bond must

state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it.

SECTION 7. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within ten (10) calendar days from the Commencement Date, established in each Phase's Notice to Proceed. No Work shall be performed at the Project Site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours' notice prior to beginning the Work. The Structural Assessment and Analysis Phase Work shall be completed within sixty (60) calendar days from the Commencement Date.

B. The Contract Time for the Construction Phase shall be established in the Construction Phase Amendment. The Contract Time shall be the time period from the Commencement Date in the Notice to Proceed for the Design Phase to the date of final completion of the Project.

C. County and Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Design-Build Firm fail to substantially complete the Work within the time period noted above for Substantial Completion, County shall be entitled to assess, as Liquidated Damages, but not as a penalty, a dollar amount established by the Construction Phase Amendment for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be Substantially Completed by the County on the date that the County's Representative certifies in writing that the Construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or part can be utilized for the purposes for which it is intended. Along with such certification, the County's Representative shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided herein.

D. Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

E. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. All days shall mean calendar days and not business days.

SECTION 8. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Example Form of Performance and Payment Bond (most recent version attached)
- Exhibit C: Insurance Requirements
- Exhibit D: Example Form of Release and Affidavit (most recent version attached)
- Exhibit E: Example Form of Change Order (most recent version attached)
- Exhibit F: Design Criteria Package to include Scope of Work and Fees for Phase 1
- Exhibit G: Design and Construction Scope
- Exhibit H: Design-Build Firm Project Personnel Roster
- Exhibit I: Supplementary Conditions (including grant conditions if required)

SECTION 9. NOTICES

A. All notices required or made pursuant to this Agreement by the Design-Build Firm to the County shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Roger Desjarlais
Lee County Manager
P.O. Box 398
Fort Myers, FL 33902

With copies addressed to each of the following:

Ayoub Al-Bahou, Project Manager, P.O. Box 398, Fort Myers, FL 33902

Mary Tucker, Procurement Management Director, P.O. Box 398, Fort Myers, FL 33902

B. All notices required or made pursuant to this Agreement by the County to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

The Walker Contracting Group, Inc.
Attention: Michael K. Walker, President
3074 N Horseshoe Drive, Naples, FL 34104

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 10. ANTI-DISCRIMINATION

A. The Design-Build Firm for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that: (1) in the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (2) it shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status.

B. The Design-Build Firm shall make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

C. Design-Build Firm agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

D. Design-Build Firm shall provide all information and reports required by relevant regulations and/or applicable directives. In addition, the Design-Build Firm shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The Design-Build Firm shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under any contracts related to the Project.

E. Where any information required of the Design-Build Firm is in the exclusive possession of another who fails or refuses to furnish this information, the Design-Build Firm shall so certify to the County its efforts made toward obtaining said information. The Design-Build Firm shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Agreement.

F. In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the Design-Build Firm or canceling, terminating or suspending the Agreement, in whole or in part. Additionally, the Design-Build Firm may be declared ineligible for further County contracts by rule, regulation or

order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

G. The Design-Build Firm shall send to each labor union or representative of workers with which the Design-Build Firm has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the Design-Build Firm's commitments under the Agreement, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

H. The Design-Build Firm shall include these Section 10 provisions in every sub-contract under the Agreement to ensure its provisions will be binding upon each Subcontractor. The Design-Build Firm shall take such action with respect to any Subcontractor, as the County may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

SECTION 11. FEDERAL AND STATE REQUIREMENTS

In the event this Project is funded in whole or in part from any granting agency or source, the specific terms, regulations and requirements governing the disbursement of those funds are incorporated by reference and made a part of the Contract Documents. These conditions shall be made a part of the Supplementary Conditions.

SECTION 12. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the appropriate parties intended to be bound by it.

SECTION 13. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 14. NO WAIVER

The failure of the County to enforce, at any time or for any period of time, any one or more of the provisions of the Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 15. ENTIRE AGREEMENT

Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 15. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

WITNESS:

DESIGN-BUILD FIRM: The Walker Contracting Group, Inc.

Signed By: Elizabeth Mixter

Signed By: Michael K. Walker

Print Name: ELIZABETH MIXTER

Print Name: Michael K. Walker

Title: President

Date: 12/10/2018

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Theresa King
DEPUTY CLERK

OWNER: LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Brian Hansen
CHAIR

DATE: 1/8/2019



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: Charanda S. D.
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
GENERAL TERMS AND CONDITIONS

2000-00-00

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the Laws or Regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, Law or Regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If before or during the performance of the Work, Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to County's Representative and County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect or Engineer. If required, a Field Directive Change Order or Change Order will be issued pursuant to the terms of this Agreement. If the Design-Build Firm performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design-Build Firm's Architect or Engineer and County, the Design-Build Firm shall assume responsibility for such performance and shall share in costs associated with any corrections. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as Shop Drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Drawings, Specifications or other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by the County's Representative. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1. Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; Work area; living facilities; climatic conditions and seasons; physical conditions at the Project Site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project Site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the Construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Design-Build Firm in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1. Design-Build Firm agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and progress schedule. Accordingly, prior to submitting its first monthly application for payment, Design-Build Firm shall submit to the County and the County's Representative, for their review and approval, a Schedule of Values based upon the Contract Amount, listing the major elements of the Work and the dollar value for each element. After its approval by the County and County's Representative, this Schedule of Values shall be used as the basis for the Design-Build Firm's monthly applications for payment. This schedule shall be updated and submitted each month to the County's Representative along with a completed and notarized copy of the application for payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Design-Build Firm as set forth in the approved Schedule of Values.

3.2. Prior to submitting its first monthly application for payment, Design-Build Firm shall submit to the County and the County's Representative a complete list of all its proposed Subcontractors and materialmen, showing the Work and materials involved and the dollar amount of each proposed subcontract. The first application for payment shall be submitted no earlier than thirty (30) calendar days after the Commencement Date.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the Site or at another location agreed to by the County in writing, the application for payment shall also be accompanied by a Bill of sale, Invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

3.4. Design-Build Firm shall submit two (2) copies of its monthly application for payment to the County's Representative on or before the 25th day of each month for Work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each application for payment, the County's Representative shall either:

- 3.4.1 indicate his/her approval of the requested payment;
- 3.4.2 indicate his/her approval of only a portion of the requested payment, stating in writing his/her reasons therefore; or
- 3.4.3 return the application for payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the application for payment by the County's Representative, the Design-Build Firm may make the necessary corrections and resubmit the application for payment. The County shall, within thirty (30) calendar days after County approval of an application for payment, pay the Design-Build Firm the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the application for payment approved by the County's Representative.

3.5. The County shall initially retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County's Representative for payment, whichever is less. After 50% of the services are completed, the County will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Design-Build Firm with final payment.

For purposes of determining 50% completion, stored material and general job costs such as mobilization, Bond, insurance, field office costs and like costs shall be excluded. Additionally, for purposes of this determination, each major discipline (electrical and instrumentation, structural, and mechanical) must independently achieve 50% completion in order for the Project services to be deemed 50% complete.

3.6. Monthly payments to Design-Build Firm shall in no way imply or constitute approval or acceptance of Design-Build Firm's work. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for Defective Work not discovered by the County at the time of final inspection.

3.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Design-Build Firm.

4. PAYMENTS WITHHELD

4.1. The County's Representative or the County may decline to approve any application for payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County's Representative or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Design-Build Firm under this Agreement or any other agreement between the County and Design-Build Firm, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- 4.1.1. Defective Work not remedied;
- 4.1.2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- 4.1.3. Failure of Design-Build Firm to make payment properly to Subcontractors or for labor, materials or equipment;
- 4.1.4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- 4.1.5. Reasonable indication that the Work will not be completed within the Contract Time;
- 4.1.6. Unsatisfactory prosecution of the Work by the Design-Build Firm;
- 4.1.7. Failure to provide accurate and current Record Drawings; or

4.1.8. Any other material breach of the Contract Documents.

4.2. If these conditions in Subsection 4.1 are not remedied or removed, the County may, after three (3) calendar days' written notice, rectify the same at Design-Build Firm's expense. The County also may offset against any sums due Design-Build Firm the amount of any Liquidated or unliquidated obligations of Design-Build Firm to the County, whether relating to or arising out of this Agreement or any other agreement between Design-Build Firm and the County.

5. FINAL PAYMENT

5.1. County shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 19 herein, provided that Design-Build Firm first, and as an explicit condition precedent to the accrual of Design-Build Firm's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

5.1.1. If liquidated damages are to be deducted from the final payment, the County shall so notify the Design-Build Firm in writing at least seven (7) calendar days prior to the County's submittal of the invoice to the Clerk of Court for payment.

5.1.2. The Design-Build Firm shall submit to the County with the final payment documents a DBE Participation Certification, indicating all DBE Subcontractor(s) and amount(s) utilized for the project. If the Design-Build Firm did not utilize the DBE firm(s) listed on the Bid Proposal, a letter of justification shall be submitted along with the DBE Participation Certification.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final application for payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for Defective Work not discovered by the County's Representative or County at the time of final inspection.

6. SUBMITTALS AND SUBSTITUTIONS

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a Schedule of Values, safety manual, Shop Drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by

the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the County if sufficient information is submitted by Design-Build Firm to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to the County's Representative.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the County's Representative for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other Design-Build Firms affected by the resulting change, all of which shall be considered by the County's Representative in evaluating the proposed substitute. The County's Representative may require Design-Build Firm to furnish, at Design-Build Firm's expense, additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County's Representative, if Design-Build Firm submits sufficient information to allow the County's Representative to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County's Representative shall be the same as those provided herein for substitute materials and equipment.

6.5. The County's Representative shall be allowed a reasonable time within which to evaluate each proposed substitute. The County's Representative shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without

the County's Representative's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Design-Build Firm to furnish, at Design-Build Firm's expense, a special performance guarantee or other Surety with respect to any substitute. The County's Representative will record time required by the County's Representative and the County's Representative's consultants in evaluating substitutions proposed by Design-Build Firm and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Design-Build Firm shall reimburse the County for the charges of the County's Representative and the County's Representative's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

7. REPORTS, RECORD DRAWINGS AND MEETINGS

- 7.1. Unless waived in writing by County, Design-Build Firm shall complete and submit to County's Representative on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the County's Representative. The daily log shall document all activities of Design-Build Firm at the Project Site including, but not limited to, the following:
 - 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project Site, and any other weather conditions which adversely affect the Work;
 - 7.1.2. Soil conditions which adversely affect the Work;
 - 7.1.3. The hours of operation by Design-Build Firm's and Subcontractor's personnel;
 - 7.1.4. The number of Design-Build Firm's and Subcontractor's personnel present and working at the Project Site, by subcontract and trade;
 - 7.1.5. All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 7.1.6. Description of Work being performed at the Project Site;
 - 7.1.7. Any unusual or special occurrences at the Project Site;
 - 7.1.8. Materials received at the Project Site;
 - 7.1.9. A list of all visitors to the Project Site; and

7.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Design-Build Firm to the County pursuant to the Contract Documents.

7.2. Design-Build Firm shall maintain in a safe place at the Project Site one record copy of the Contract Documents, including, but not limited to, all Drawings, Specifications, addenda, amendments, Change Orders, Field Directive Change Orders, Work authorizations, Shop Drawings, as well as all written interpretations and clarifications, in good order and annotated to show all changes made during Construction. The annotated Drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all Field Directive Changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Field Directive Change Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the annotated Drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The annotated Drawings, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available to County's Representative and the County for reference. Current and accurate annotated Drawings shall be submitted with each application for payment. Failure to provide current and accurate annotated Drawings shall be reason for rejecting the application for payment. Upon completion of the Work and as a condition precedent to Design-Build Firm's entitlement to final payment, the Record Drawings, samples and Shop Drawings shall be delivered to County's Representative by Design-Build Firm for the County.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the ten (10) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

7.4 In addition to other requirements provided herein, the Design-Build Firm shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

7.4.1. Keep and maintain public records required by the County in order to perform the Work identified herein.

7.4.2. Upon request from the County, the Design-Build Firm shall provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

7.4.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Design-Build Firm does not transfer all records to the County.

7.4.4. Transfer, at no cost, to County all public records in possession of the Design-Build Firm upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Design-Build Firm keeps and maintains public records upon the conclusion of this Agreement, the Design-Build Firm shall meet all applicable requirements for retaining public records that would apply to the County.

7.5. If the Design-Build Firm does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Design-Build Firm fails to provide records when requested, the Design-Build Firm may be subject to penalties under Section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE DESIGN-BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILD FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine

regulation, strikes or lockouts, Design-Build Firm shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from County. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "no damage for delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. CHANGES IN THE WORK

9.1. County shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized quote of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County as set forth in this Section, and County shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed Work orally.

9.2. A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and County concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Design-Build Firm shall mutually agree.

9.3. If County and Design-Build Firm are unable to agree on a Field Directive Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by County in a written Field Directive Change Order. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Design-Build Firm disagrees with the County's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Terms and Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Design Build Firm's reasonable

direct labor and material costs and reasonable actual equipment costs, reasonable supervision, management and overhead costs as a result of the change (including Allowance for labor burden costs) plus a maximum ten percent (10%) markup for all profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved.

9.4.1. In the event such changed Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum ten percent (10%) markup thereon by the Design-Build Firm for all of its profit, for a total maximum markup of twenty percent (20%). All compensation due Design-Build Firm and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Directive Change Order or by other written order. Such changes shall be binding on the Design-Build Firm.

10. CLAIMS AND DISPUTES

10.1 In the event of a dispute or claim arising out of this Agreement, the Design-Build Firm shall notify the County and County's Representative in writing within forty eight (48) hours after the first day of the event giving rise to such claim or dispute or else the Design-Build Firm shall be deemed to have waived the claim or dispute. Written supporting data shall be submitted to the County and County's Representative within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the claim or dispute.

10.2 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

10.3 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

10.4 Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Lee County, Florida, or where

proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

10.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

10.6 The Design-Build Firm shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any claim.

11. OTHER WORK

11.1. The County may perform other work related to the Project at the Site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, forty-eight (48) hours' written notice thereof will be given to Design-Build Firm prior to starting any such other work. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to the County and County's Representative within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm shall be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

11.2. Design-Build Firm shall afford each utility owner and other Design-Build Firm who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and shall only cut or alter their work with the written consent of the County's Representative and the others whose work will be affected. The duties and responsibilities of Design-Build Firm under this paragraph are for the benefit of such utility owners and other Design-Build Firms to the extent that there are comparable provisions for the benefit of Design-Build Firm in said direct contracts between the County and such utility owners and other Design-Build Firms.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the County), Design-Build Firm shall inspect and promptly report to County's Representative in writing any delays,

defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report shall constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

12. INDEMNIFICATION AND INSURANCE

12.1. Design-Build Firm agrees to save harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, on behalf of the County, the County's employees and representatives from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether in negligence, gross negligence, strict liability, or for personal injury, death, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work performed by Design-Build Firm under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or County's Representative or their consultants, agents, officers and employees. The County and Design-Build Firm agree the first \$100.00 of the Contract Amount paid by the County to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of the County by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's execution of the Agreement.

The Design-Build Firm's obligation under this provision shall not be limited in any way by the agreed upon Contract Amount as shown in this Contract or the Design-Build Firm's limit of, or lack of, sufficient insurance protection. Any indemnification provided by Design-Build Firm under this provision for acts performed or not performed by persons other than the County shall be capped at the greater of One Million Dollars (\$1,000,000.00) or the limits of Design-Build Firm's insurance coverage applicable to such claims.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement as Exhibit C. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Prior to execution of the Agreement, Design-Build Firm shall provide the County with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies

of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days prior written notice by registered or certified mail shall be given to the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. To the extent multiple insurance coverage and/or County's self-insured retention may apply, any and all insurance coverage purchased by Design-Build Firm and its Subcontractors identifying the County as an additional named insured shall be primary. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No Work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the County.

12.5. The Design-Build Firm will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County. The County may, upon request, furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Design-Build Firm on account of specific Work done.

12.6. Design-Build Firm shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the Subcontractor are expressly waived in writing by the County. All liability insurance policies, other than professional liability, workers' compensation, employer's liability and business auto liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name the County and County's Representative as additional insureds. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) calendar days prior to the date of expiration.

12.7. Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance

company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8. Design-Build Firm shall submit to County's Representative a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any Work by Design-Build Firm under the Contract Documents.

13. COMPLIANCE WITH LAWS

13.1 Design-Build Firm agrees to comply, at its own expense, with all Laws and Regulations, including federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify the County and County's Representative in writing.

14. CLEANUP AND PROTECTIONS

14.1. Design-Build Firm agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project Site clean and ready for occupancy by County.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition equal to that existing at the time of Design-Build Firm's commencement of the Work and the Design-Build Firm shall bear the cost of any such restorations.

14.3. If the Design-Build Firm fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be deducted from the final payment due the Design-Build Firm.

15. ASSIGNMENT

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. The provisions of this agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Design-Build Firm will not sell, transfer, assign, license, franchise,

restructure, alter or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this agreement without the proposed assigned and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this agreement whether express or implied as if the proposed assignee and/or restructuring, altering or changing its corporate structure was an original contracting party to this agreement.

16. PERMITS, LICENSES AND TAXES

16.1. Pursuant to Section 218.80, Florida Statutes, the County will pay for all County permits and fees, including permit fees, impact fees or inspection fees applicable to the Work. Design-Build Firm is not responsible for paying for permits issued by the County wherein the Work is to be performed, but is responsible for acquiring all other permits. The County may require the Design-Build Firm to deliver internal budget transfer documents to applicable County agencies when the Design-Build Firm is acquiring permits.

16.2. All permits, fees, royalties, and claims necessary for the prosecution of the Work, which are not issued by the County, shall be acquired and paid for by the Design-Build Firm. The Design-Build Firm and its sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

16.3. The Design-Build Firm shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

17. TERMINATION FOR DEFAULT

17.1. Design-Build Firm shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the County's Representative or as provided for in the approved progress schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) calendar days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, Laws and Regulations

with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

17.2. The County shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If the County determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm used during the commission of the Work, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

17.2. If the County deems any of the foregoing remedies necessary, Design-Build Firm agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including County's Representative and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design-Build Firm agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or the County, as the case may be, shall be approved by the County's Representative, upon application, and this obligation for payment shall survive termination of the Agreement.

17.3. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.4. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against the County shall be the same as and limited to those afforded Design-Build Firm under Section 18 below.

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and actual termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION

19.1. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Design-Build Firm shall notify the County and County's Representative in writing that the entire Work (or such designated portion) is Substantially Complete and request that County's Representative issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Design-Build Firm and County's Representative shall perform an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and County's Representative do not consider the Work (or designated portion) Substantially Complete, County's Representative shall notify Design-Build Firm in writing giving the reasons therefor. If the County and County's Representative consider the Work (or designated portion) Substantially Complete, County's Representative shall prepare and deliver to Design-Build Firm a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Design-Build Firm before final payment. The County shall have the right to exclude Design-Build Firm from the Work and Project Site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Design-Build Firm reasonable access to complete or correct items on the tentative punch list. The risk of loss, injury, or destruction of the Project and Work performed thereon shall be on the Design-Build Firm until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the County's Representative. Title to the Project and Work shall pass to the County when the

Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the County's Representative.

19.2. Upon receipt of written certification by Design-Build Firm that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final application for payment, County's Representative will make such inspection and, if he/she finds the Work acceptable and fully performed under the Contract Documents, he/she shall promptly issue a final Certificate for Payment, recommending that, on the basis of his/her observations and inspections, and the Design-Build Firm's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Design-Build Firm is due and payable. Neither the final payment nor the retainage shall become due and payable until Design-Build Firm submits: (1) the Release and Affidavit in the form attached, (2) consent of Surety to final payment, (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County, and (4) all required as-builts, Shop Drawings, and other submittals. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the County's Representative may have issued his/her recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

19.3. Prior to final payment, the County's Representative may request the Design-Build Firm to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Design-Build Firm agrees, he will certify to the County's Representative that said part of the Project is Substantially Complete and request the County's Representative to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the County's Representative and the Design-Build Firm will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the County's Representative will deliver to the Design-Build Firm a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Design-Build Firm for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Design-Build Firm from any part of the Project which is so certified to be Substantially Complete but the County will allow the Design-Build Firm reasonable access to complete or correct items on the punch list.

19.4. Upon Final Completion of the Project, the County's project manager shall prepare a Design-Build Firm Performance Evaluation and forward it to the Design-Build Firm for review, comment and signature.

19.5. Upon receipt of the Design-Build Firm Performance Evaluation, the Design-Build Firm has seven (7) calendar days to review, comment, sign and return the form to the County. If the evaluation has not been received back from the Design-Build Firm within the allotted days, the County will assume the Design-Build Firm fully agrees with and has no comments with respect to the evaluation. The evaluation will then be placed on file with the County's Department of Procurement Management.

20. WARRANTY

20.1. Design-Build Firm shall obtain and assign to the County all express warranties given to Design-Build Firm or any Subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

20.2. Design-Build Firm warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, Suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Final Completion, any Work is found to be Defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from the County. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those express or implied warranties to which the County is entitled as a matter of law.

20.3. The Design-Build Firm warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Design-Build Firm or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Design-Build Firm or such other person.

21. TESTS AND INSPECTIONS

21.1. The County, County's Representative, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project Site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide County's

Representative with a minimum of 48 hours' notice for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, Laws and Regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish County's Representative the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Design-Build Firm shall provide the County's Representative a minimum of forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County's Representative and the County.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County's Representative, such Work must, if requested by County's Representative, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given County's Representative a minimum of 48 hours' notice of Design-Build Firm's intention to cover the same and County's Representative has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County's Representative, such Work must, if requested by County's Representative, be uncovered for County's Representative's observation and be replaced at Design-Build Firm's sole expense.

21.4. The County shall charge to Design-Build Firm and may deduct from any payments due Design-Build Firm all engineering and inspection expenses incurred by the County in connection with any overtime Work. Such overtime Work consisting of any Work during the Construction period beyond the regular eight (8) hour day and for any Work performed on Saturday, Sunday or holidays recognized by Lee County, Florida.

21.5. Project field testing of materials required by the specifications or the County's Representative shall be provided by and at the expense of the County. The Design-Build Firm shall coordinate and schedule the required testing. The Design-Build Firm shall pay for all retests when the initial test result reveals that the materials failed to meet the requirements of the specifications. The Design-Build Firm shall notify County's Representative seven (7) calendar days prior to conducting any test so County's Representative may be present. County's Representative shall have the right to require all materials to be submitted to tests prior to incorporation in the Work. In some instances, it may be expedient to perform these tests at the source of supply, and for this reason, it is required that the Design-Build Firm furnish County's Representative with the information concerning the location of his source before incorporating material into the Work. This does not in any way obligate County's Representative to perform tests for acceptance of material and does not relieve the Design-Build Firm of his responsibility to furnish satisfactory material. The Design-Build Firm shall furnish manufacturer's certificates of compliance with these specifications covering manufactured items incorporated in the Work.

21.6. Neither observations nor other actions by County's Representative nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the Contract Documents in the sole judgment of the County's Representative shall be deemed Defective Work. If required by the County or County's Representative, Design-Build Firm shall, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or if the Defective Work has been rejected by the County or County's Representative, remove it from the Site and replace it with conforming Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

22.2. If the County or County's Representative consider it necessary or advisable that covered Work be observed by County's Representative or inspected or tested by others, Design-Build Firm, at the County's or County's Representative's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or County's Representative may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be Defective, Design-Build Firm shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is Defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or County's Representative may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such stop in the Work has been eliminated; however, this right of the County and County's Representative to stop the Work shall not give rise to any duty on the part of the County or County's Representative to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the County determine, in its sole opinion, that it is in the County's best interest to accept Defective Work, the County may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such

Defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such Defective Work after final payment, Design-Build Firm shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the Defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from the County or County's Representative, to correct Defective Work or to remove and replace rejected Defective Work as required by County's Representative or the County, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) calendar days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Design-Build Firm from any or all of the Project Site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possession of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which the County has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow the County, County's Representative and their respective representatives, agents, and employees such access to the Project Site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Design-Build Firm's Defective Work. At the discretion of the County, Design-Build Firm may not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

23. SUPERVISION AND SUPERINTENDENTS

23.1. Design-Build Firm shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project Site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if

given to the Design-Build Firm. County shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

24. PROTECTION OF WORK

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm or any one for whom Design-Build Firm is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

24.3. Design-Build Firm shall not disturb any benchmark established by the County's Representative with respect to the Project. If Design-Build Firm, or its Subcontractors, agents or anyone for whom Design-Build Firm is legally liable, disturbs the County's Representative's benchmarks, Design-Build Firm shall immediately notify the County and County's Representative. The County's Representative shall reestablish the benchmarks and Design-Build Firm shall be liable for all costs incurred by the County associated therewith.

25. EMERGENCIES

25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Design-Build Firm, without special instruction or authorization from the County's Representative, is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

26. USE OF PREMISES

26.1. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Design-Build Firm, the lands which entail the

Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Design-Build Firm. The Design-Build Firm shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

26.2 The Design-Build Firm shall be responsible for staging and storing equipment or materials. Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights-of-way, permits and easements, and shall not unreasonably encumber the Project Site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27. SAFETY

27.1. Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

27.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

27.1.3. Other property on Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

27.2. Design-Build Firm shall comply with all applicable codes, Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Firm shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project Site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the County. County shall have the right to direct Design-Build Firm to remove and replace this individual, with or without cause.

28. PROJECT MEETINGS

28.1. Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the County's Representative and others as appropriate to discuss the progress schedule, procedures for handling Shop Drawings and other Submittals, and for processing applications for payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design-Build Firm shall attend any and all meetings convened by the County's Representative or the County with respect to the Project, when directed to do so by the County or County's Representative. Design-Build Firm shall have its Subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or County's Representative.

EXHIBIT B

FORM OF PERFORMANCE AND PAYMENT BOND

EXHIBIT "B"
PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

By this bond, we [Name of Design-Build Firm], as **Principal**, and [Name of Surety], as **Surety**, are bound to **Lee County Board of County Commissioners**, a political subdivision of the State of Florida, herein called **Owner**, in the sum of **[Total Contract Price]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND NO. [Insert bond number assigned by surety] IS that is that if Principal:

1. Performs this contract dated _____, 20____, between Principal and Owner for construction of improvements known as **[Name of Project]** located at **[Street Address or Legal Description]**, under Lee County Solicitation No. [Solicitation number], the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

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

	OWNER	PRINCIPAL	SURETY
NAME	Lee County Board of County Commissioners	[Name of Design-Build Firm]	[Name of Surety]
ADDRESS	2115 Second St. Fort Myers, FL 33901	[Principal Business Address of Design-Build Firm]	[Principal Business Address of Surety]
PHONE NUMBER	239-533-2221	[Principal Business Phone of Design-Build Firm]	[Principal Business Phone of Surety]

[Name of Design-Build Firm]

DATED THIS _____ DAY
OF _____, 2_____

By: _____
[Printed Name and Title of Signer]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by [name of person acknowledging].

(NOTARY SEAL) _____
Signature of Notary Public
[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

[Name of Surety] DATED THIS _____ DAY
OF _____, 2_____

By: _____
[Printed Name] as Attorney in Fact

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by [name of person acknowledging].

(NOTARY SEAL) _____
Signature of Notary Public
[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

EXHIBIT C
INSURANCE REQUIREMENTS

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. Commercial General Liability - 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. Business Auto Liability - 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. Builders Risk Insurance - 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:

1. 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:

1. 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.
4. 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

_____,
who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of
\$ _____ paid,
_____ ("Design-Build Firm")
releases and waives for itself and its subcontractors, materialmen, successors and
assigns, all claims demands, damages, costs and expenses, whether in contract or in
tort, 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 _____.

(2) Design-Build Firm certifies for itself and its subcontractors,
materialmen, successors and assigns, that all charges for labor, materials, supplies,
lands, licenses and other expenses for which the County might be sued or for which a
lien or a demand against any Payment Bond might be filed, have been fully satisfied and
paid.

(3) Design-Build Firm agrees to indemnify, defend and save harmless
the 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 acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State
of _____

No.: _____ Commission

EXHIBIT E
FORM OF CHANGE ORDER

EXHIBIT "E"

CHANGE ORDER FORM



Lee County Design-Build Contract Change Order

Print Form

Number: _____

A Change Order requires approval by the Department Director for expenditures under \$50,000, approval by the County Manager 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 #:

Project #:

Solicitation #:

Lee County Project Manager: _____

Fiscal Staff: _____

Date of Request: _____

Upon the completion and execution of this Change Order by both parties to the Contract, the Design-Build Firm is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Attachments:
(List documents
supporting change)

Description: _____

Purpose of
Change Order: _____

Change in Contract Price	Dollar Amount	Change in Contract Time	Calendar Days
Original Contract Price		Original Contract Time	
Previous Change Order No. _____		Net Change from Previous Change Orders	
Contract Price Prior to this Change 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 Approved Change Orders		Contract Time with All Approved Change Orders	

It is understood and agreed that the acceptance of this modification by the DESIGN-BUILD FIRM constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

Name of Design-Build Firm

Authorized Signature

Contact E-mail Address

Print Name

Contact Phone #

Date Accepted

Title

Rev. 11/2018

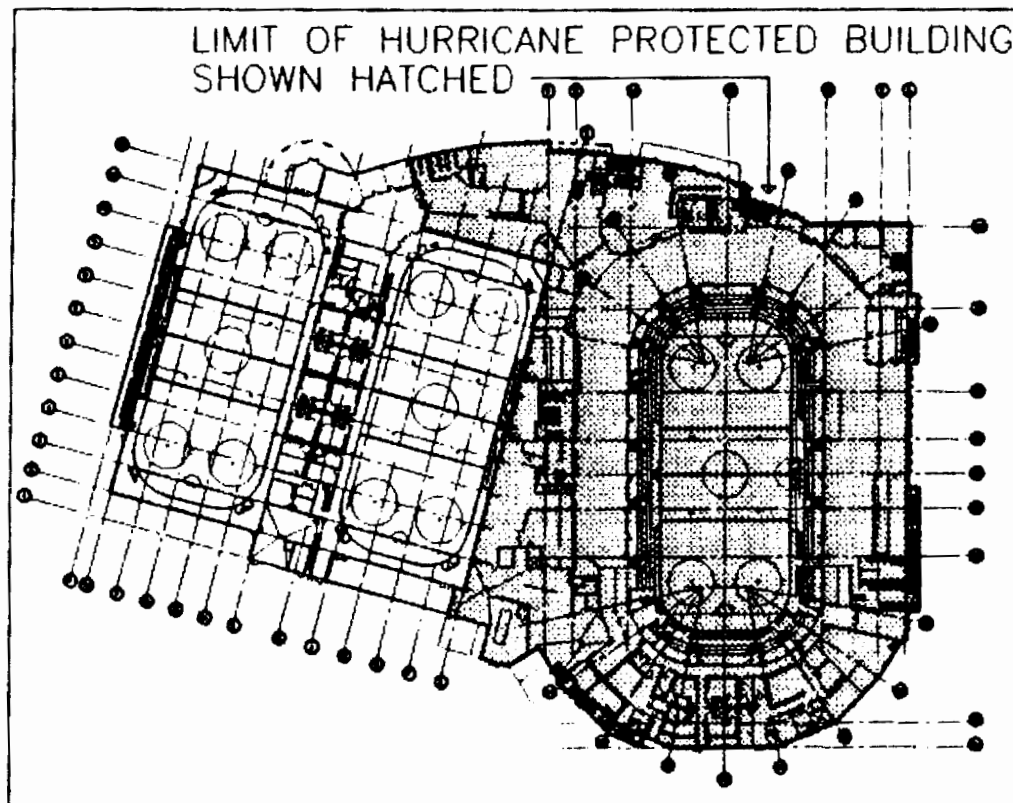
Lee County Board of County Commissioners
2115 Second St. - Fort Myers, FL 33901
PO Box 398 - Fort Myers, FL 33902-0398
Main Phone: (239) 533-2111

EXHIBIT F
DESIGN CRITERIA PACKAGE

EXHIBIT F
DESIGN CRITERIA PACKAGE

EXHIBIT 1

HURRICANE PROTECTED ZONE





2 000 LEVEL KEY PLAN

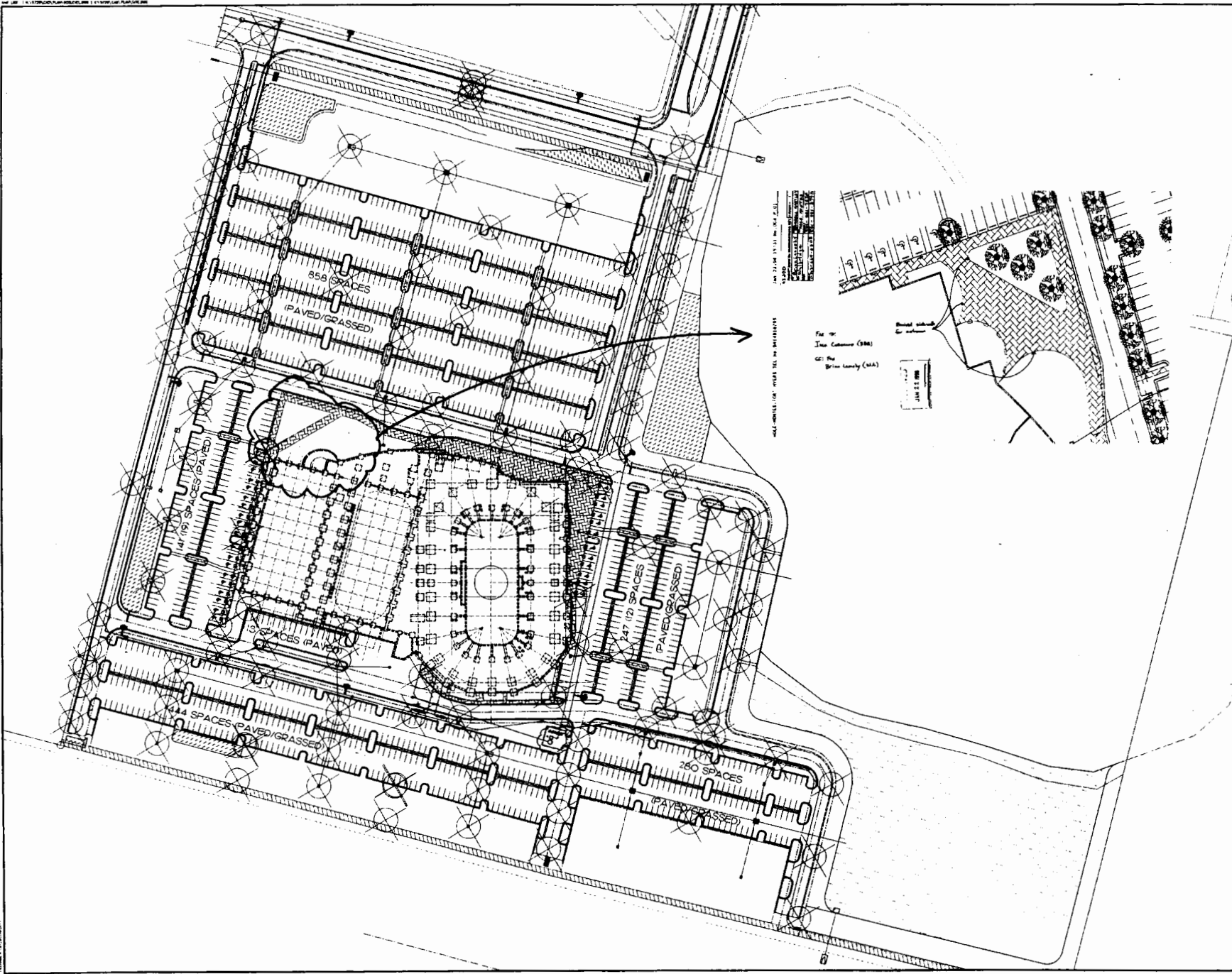
**EXHIBIT F
DESIGN CRITERIA PACKAGE**

EXHIBIT 2

EXISTING ARCHITECTURAL DRAWINGS

DESIGN CRITERIA PACKAGE

REVISIONS NO. 1 DATE BY REASON NO. 2 DATE BY REASON		NORTH 	DATE JAN 98 DRAWN JAN 98 CHECKED JAN 98 DATE WORK JAN 22/98	BRISBIN BROOK BEYRON architects	 JOSEPH B. KALLER & ASSOCIATES, INC. A HENKELS, PA.	FORT MYERS SPORTS CENTER
SHEET SITE PLAN		SCALE 1" = 100'	SHEET NO. A-1	TOTAL SHEETS 1	DATE 9729	REV.



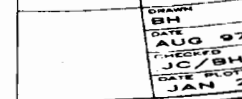
EXHIBIT

REVISIONS

COMPLETION SHALL THERE AND VERIFY ALL CHANGES
SHOWN AND REPORT ANY DISCREPANCY OR OMISSIONS
TO THE ARCHITECT BEFORE PROCEEDING
THE WORK

DO NOT SCALE THE DRAWING

COMPA, 7-88



JOSEPH B. KALLER
 & ASSOCIATES, P.A.

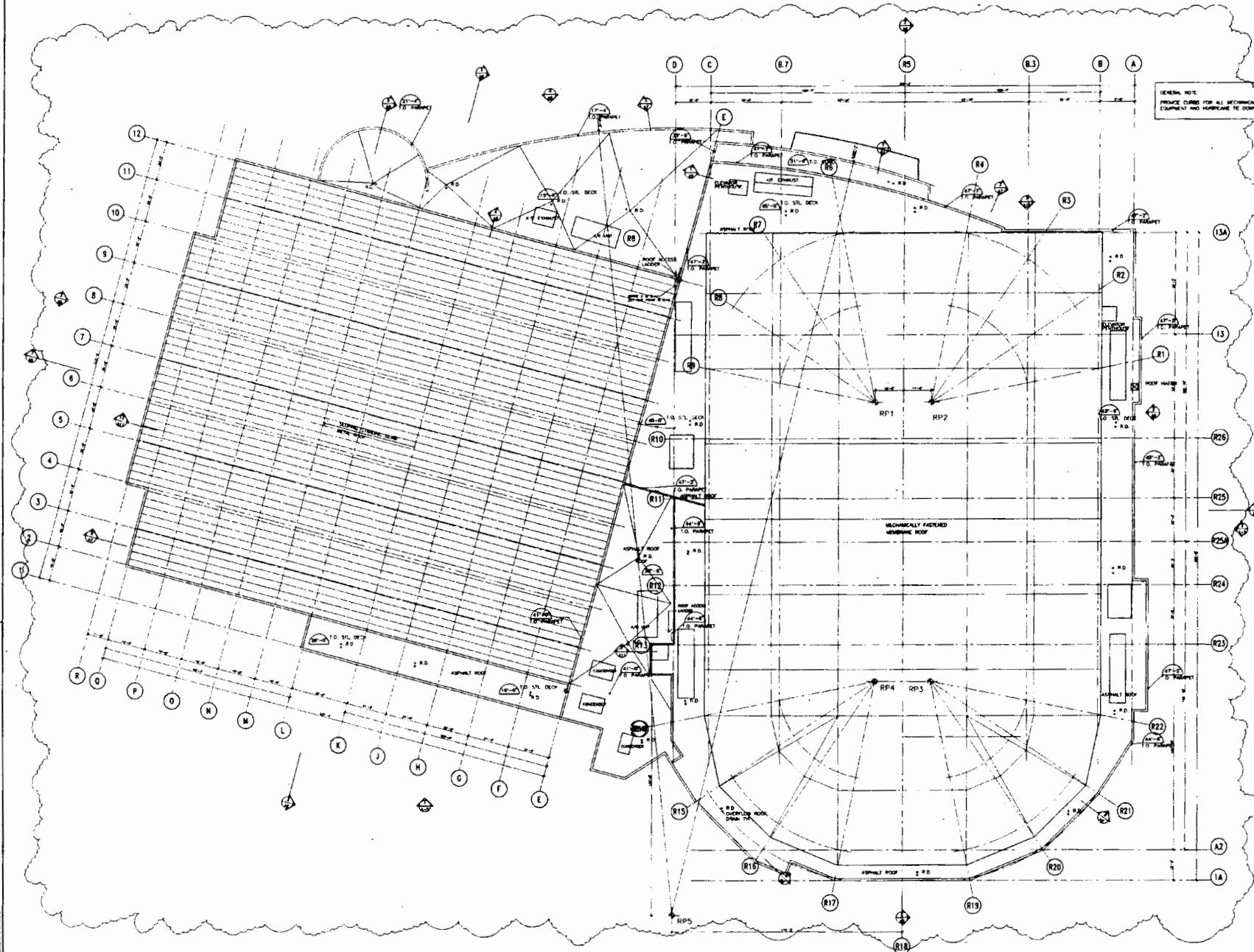
SPORTS CENTER

ENC. FILE
ROOF PLAN

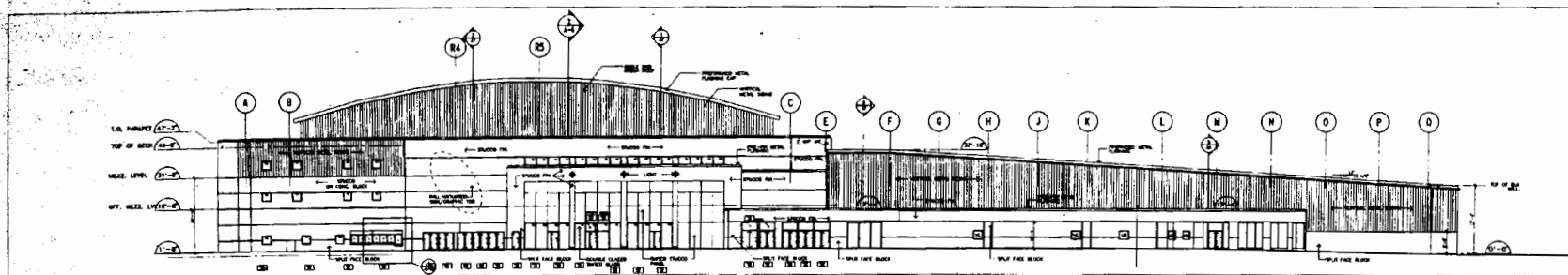
SCALE
 1/4" = 1'-0"

ENC. NO.
 6779

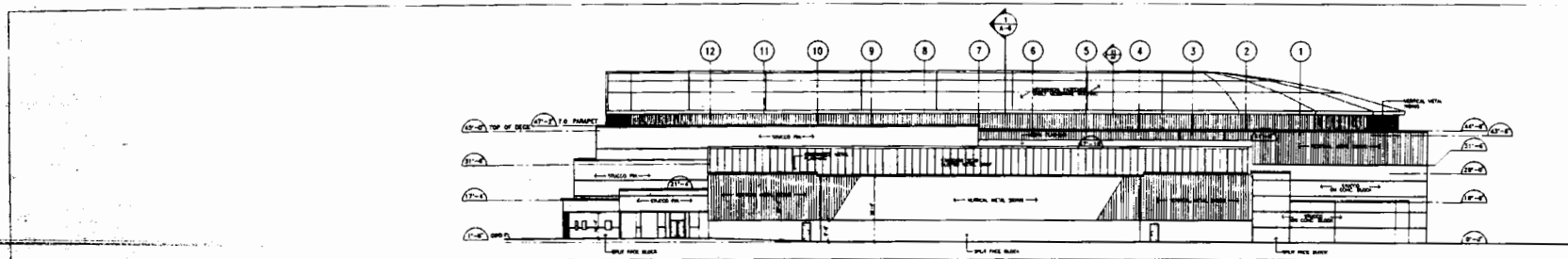
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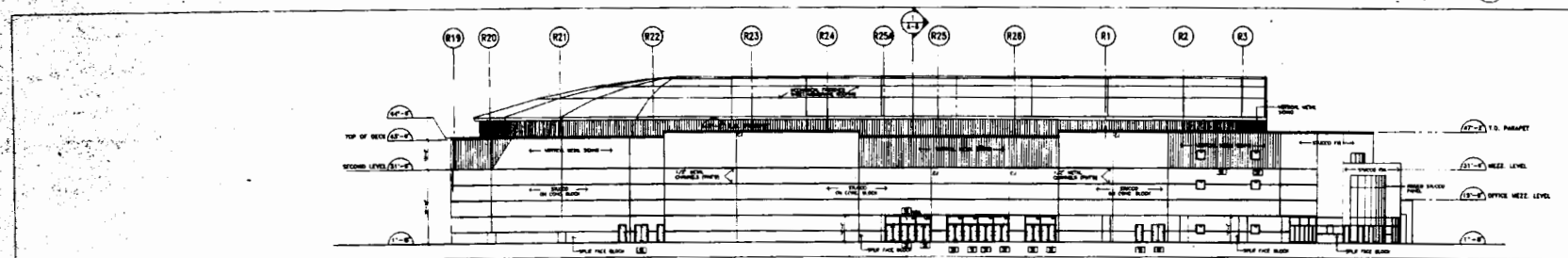
DESIGN CRITERIA PACKAGE



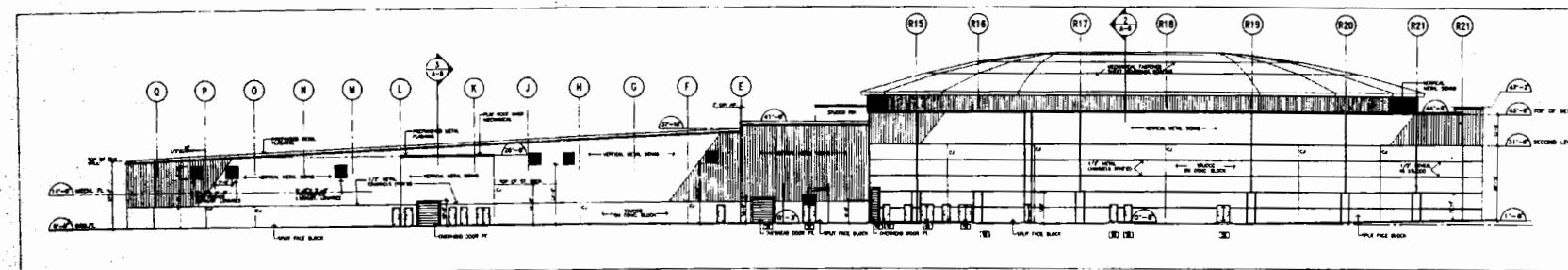
EAST ELEVATION
1/16" = 1'-0"



NORTH ELEVATION
1/16" = 1'-0"



SOUTH ELEVATION
1/16" = 1'-0"



WEST ELEVATION
1/16" = 1'-0"

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR CONSTRUCTION	JAN 22/98	KW
2	ISSUED FOR BIDDING	AUG 97	BH
3	ISSUED FOR CONSTRUCTION		
4	ISSUED FOR CONSTRUCTION		

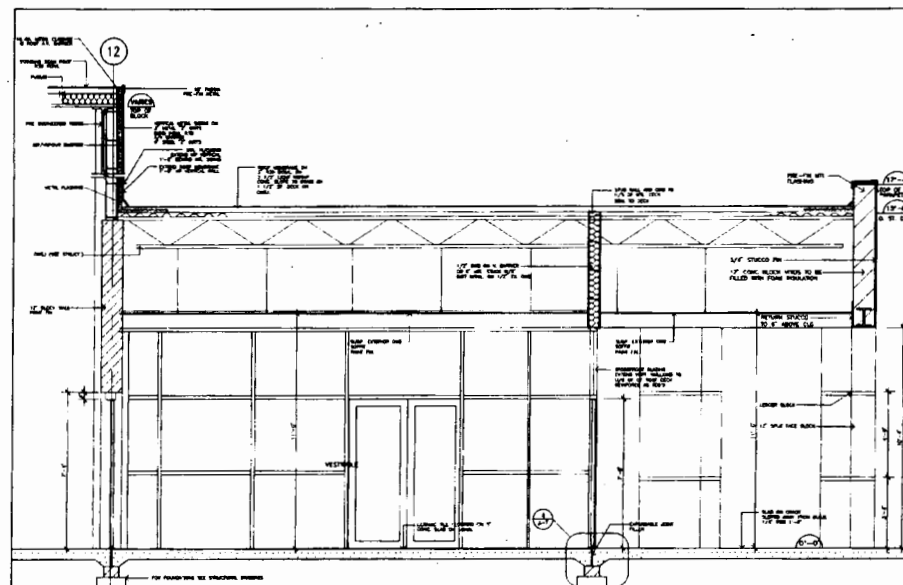
BRISBIN BROOK BEYNON architects	DATE AUG 97 BY BH FOR CONSTRUCTION
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PORT MYERS SPORTS CENTER	DATE AUG 97 BY BH FOR CONSTRUCTION
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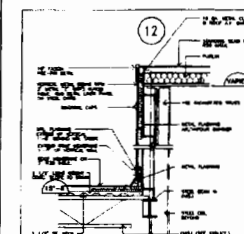
SCALE 1/16" = 1'-0"	DATE AUG 97	BY BH
PROJECT NO. 8729	SHEET NO. A-5	TOTAL SHEETS 5

DESIGN CRITERIA PACKAGE

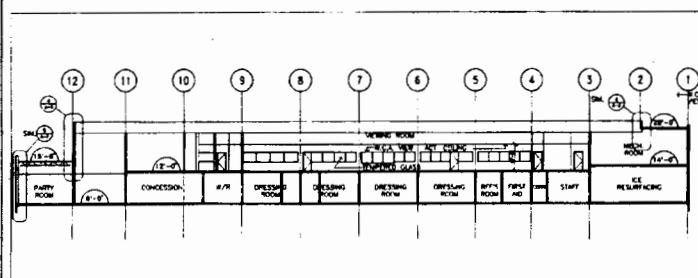
REVISIONS	
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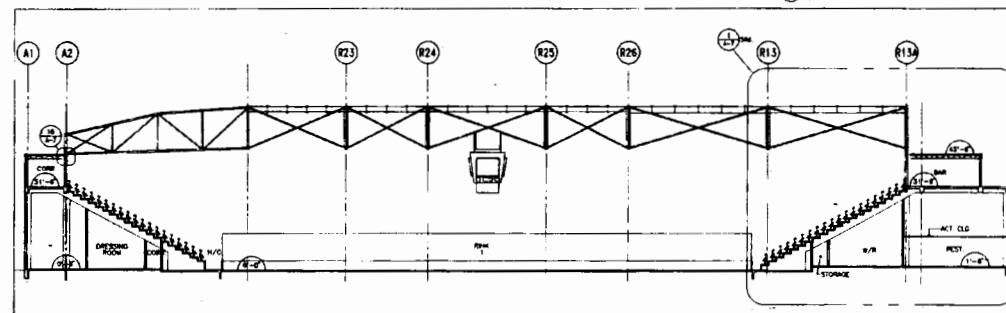
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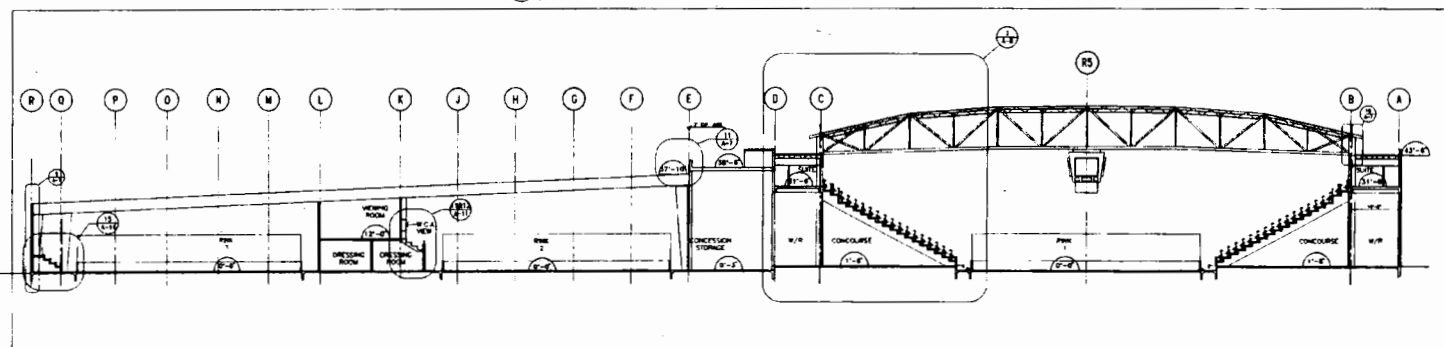
SECTION



BUILDING SECTION



BUILDING SECTION



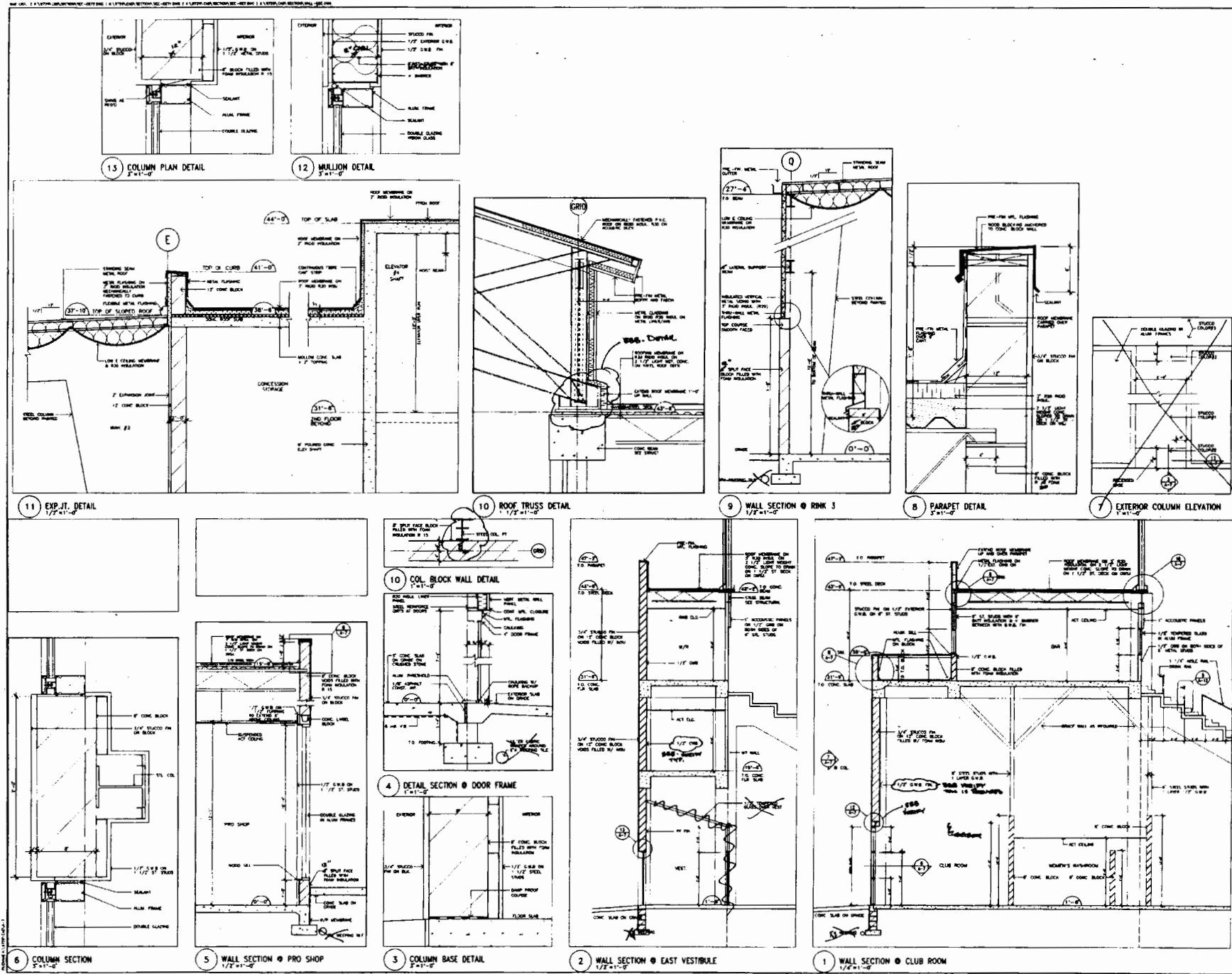
BUILDING SECTION

BRISBIN
BROOK
BEYNON
architects

JOSEPH B.
KALLER
ARCHITECTS

FORT MYERS
SPORTS CENTER

ONE WALL
BUILDING SECTIONS
SCALE
1/4" = 1'-0"
A-6 6



REVISIONS			
1	PROPOSED 3D-UP SCALE	DATE	
2	REVISION TO WALL FOR COST PLAN	DATE	
3	PROPOSED 3D-UP SCALE	DATE	
4	PROPOSED 3D-UP SCALE	DATE	
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14	PROPOSED 3D-UP SCALE	DATE	
15	PROPOSED 3D-UP SCALE	DATE	

DO NOT SCALE THE DRAWING

CONSULTATION

DATE

BY

SEP 87

JC/BN

JAN 22/98

BRISBROOK BEYON architects

JOSEPH E. VALLER

PORT MYERS SPORTS CENTER

WALL SECTIONS AND DETAILS

SCALE

DATE

REV

A-7 7

9729

BRISBIN
BROOK
BEYNON
architects

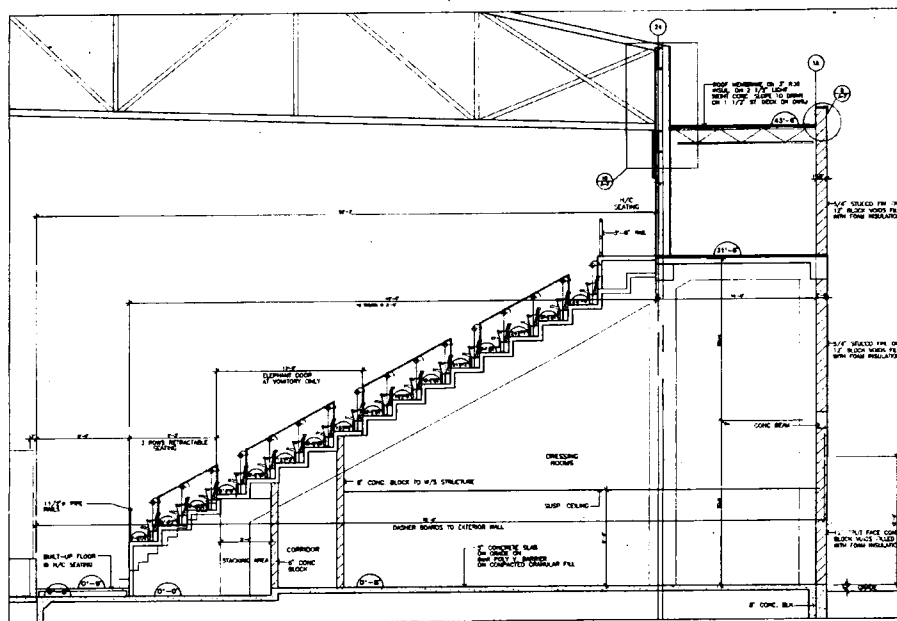


PORT MYERS
SPORTS CENTER

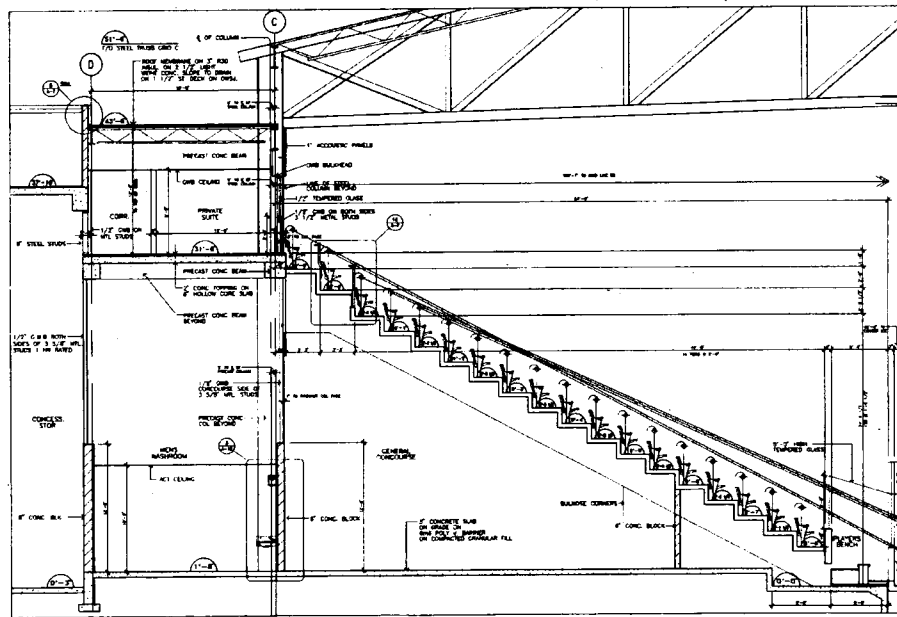
REV. 1/11
RACKER SECTIONS

DATE: 1/11/97
REV: 7
A-8

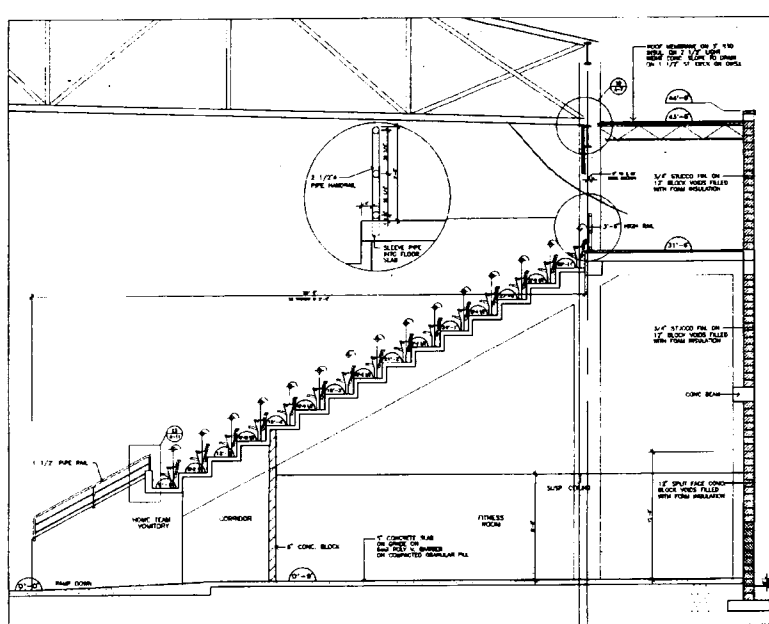
- REVISIONS
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 3. DESIGNED BY: JBC
 4. APPROVED BY: JBC
 5. APPROVED BY: JBC
 6. APPROVED BY: JBC
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 10. APPROVED BY: JBC
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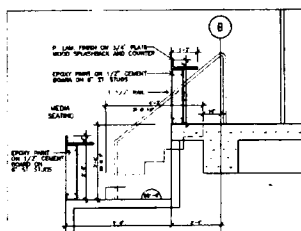
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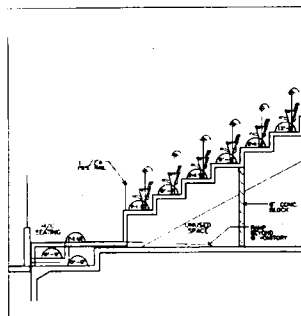
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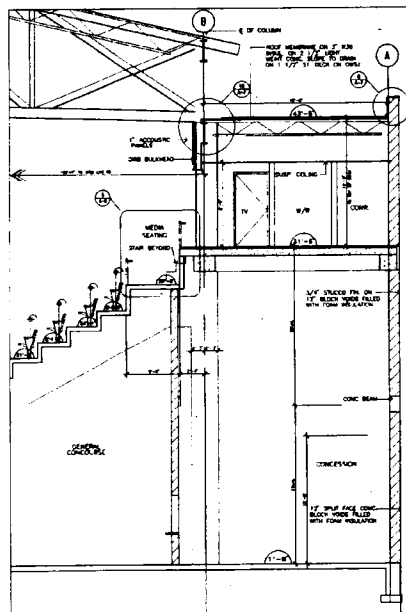
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1/4\"/>



5 DETAIL @ MEDIA BOX
1/2\"/>



4 H/C SEATING @ RINK LEVEL
1/4\"/>



3 RACKER SECTION @ MEDIA BOXES
1/4\"/>

EXHIBIT E DESIGN CRITERIA PACKAGE

REVISIONS			
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12	REVISION TO 12-00-00	DATE	12-00-00
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100	REVISION TO 12-00-00	DATE	12-00-00

BRISHIN
BROOK
BEYNOY
architects

JOSEPH B
TALLER
ARCHITECTS

FORT MYERS
SPORTS CENTER

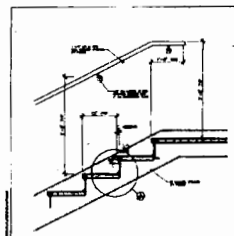
SCALE
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DATE
AUG 97

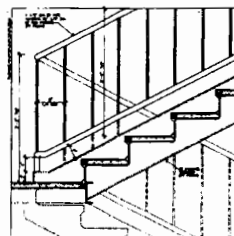
BY
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NO. 9729

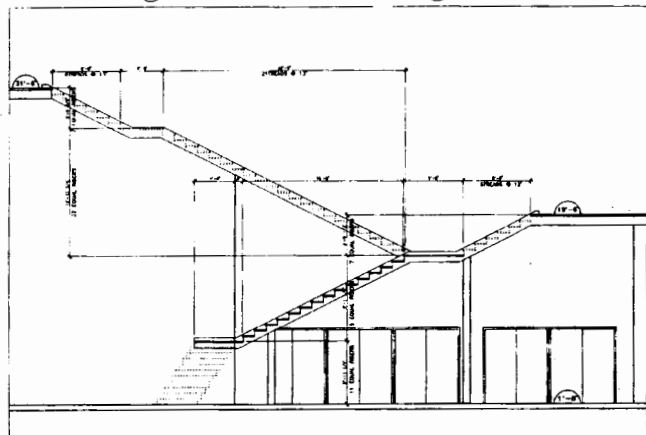
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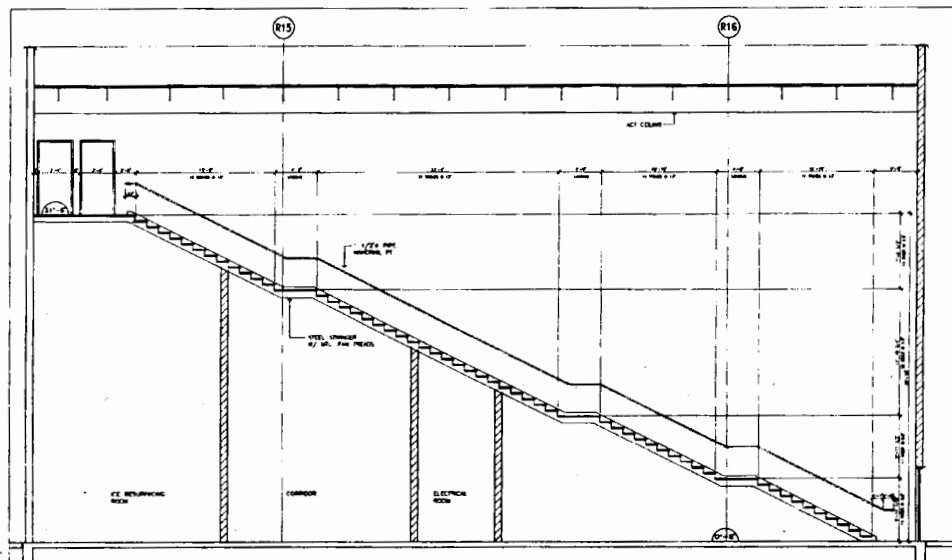
6 SECTION-TOP RISER @ TYP STAIR
1/2" = 1'-0"



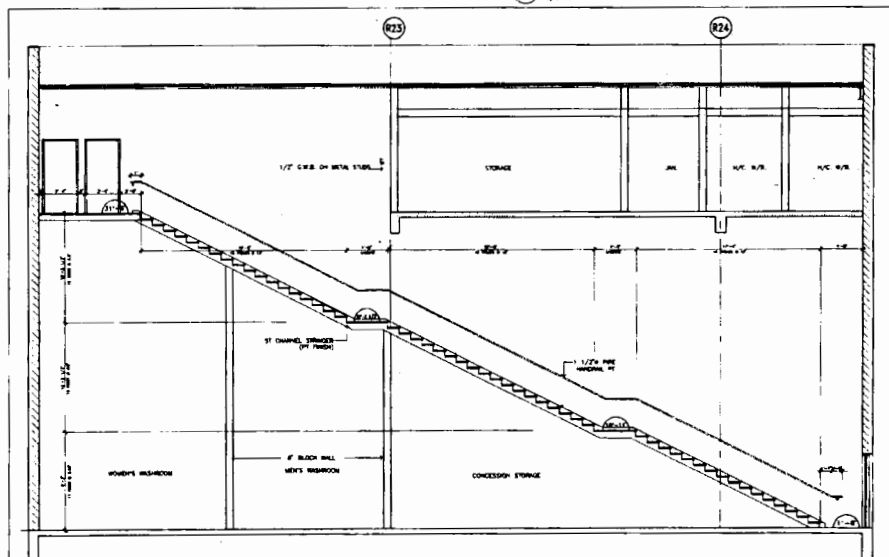
5 SECTION-MID-LANDING @ TYP STAIR
1/2" = 1'-0"



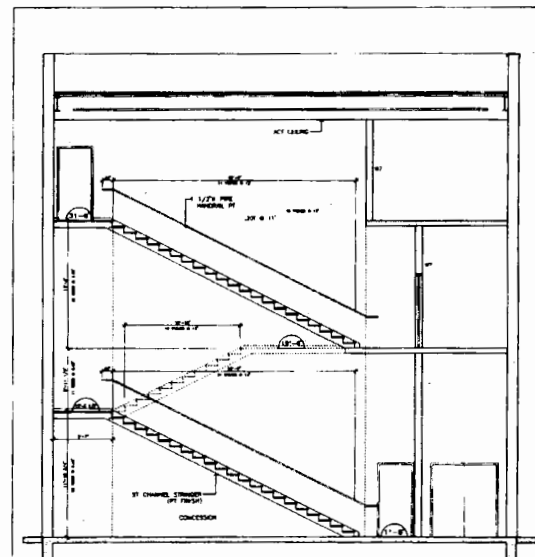
5 SECTION-STAIR No. 8
1/2" = 1'-0"



5 SECTION-STAIR No. 4
1/2" = 1'-0"



2 SECTION-STAIR No. 3
1/2" = 1'-0"



1 SECTION-STAIR No. 2
1/2" = 1'-0"

EXHIBIT F DESIGN CRITERIA PACKAGE

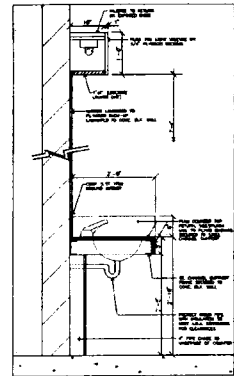
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BRISBIN
BROOK
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architects

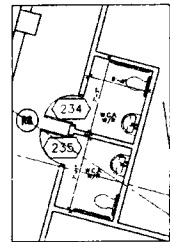


**FORT MYERS
SPORTS CENTER**

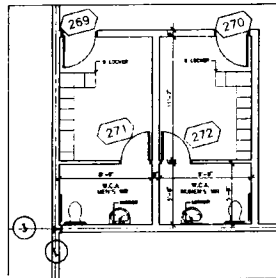
DATE: 12/22/97	SCALE: 1/4" = 1'-0"	NO. 10	6
PROJECT: 8729		A-10	



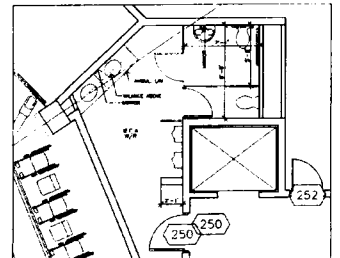
3 WASHROOM COUNTER/ LIGHT COVE DETAIL
1/4" = 1'-0"



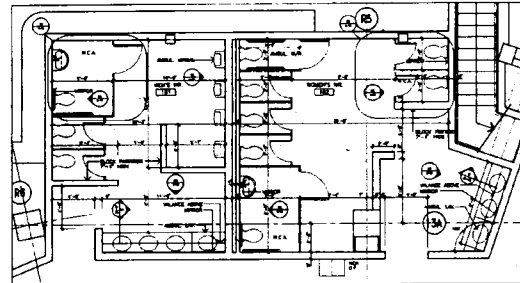
4 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



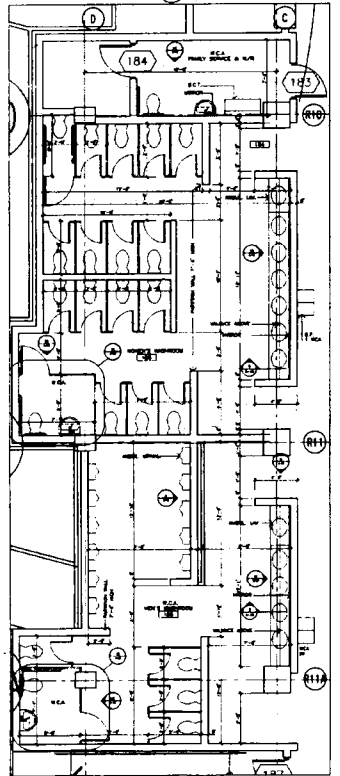
6 LOCKER RM. / MEZZ LEVEL
1/4" = 1'-0"



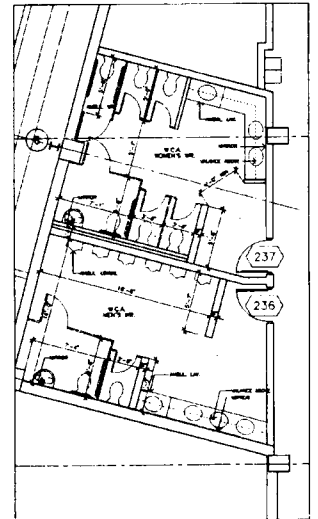
23 W/R 250 / MEZZ LEVEL
1/4" = 1'-0"



2 WASHROOM / GROUND FLOOR
1/4" = 1'-0"



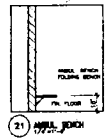
5 WASHROOM / GROUND FLOOR
1/4" = 1'-0"



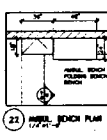
8 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"

NOTE:
FOR W.C. W.C. LIGHT
TOP OF DATA WASH

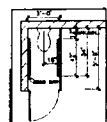
FOR W.C. W.C. LIGHT
TOP OF DATA WASH



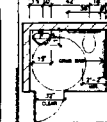
21 WALL JOINT
1/4" = 1'-0"



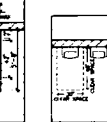
22 WALL JOINT
1/4" = 1'-0"



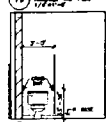
18 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



19 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



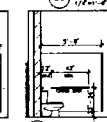
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1/4" = 1'-0"



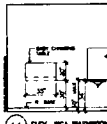
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1/4" = 1'-0"



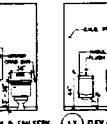
16 WASHROOM / MEZZ LEVEL
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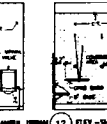
15 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



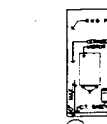
14 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



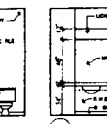
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1/4" = 1'-0"



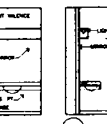
12 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



11 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



10 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"



9 WASHROOM / MEZZ LEVEL
1/4" = 1'-0"

EXHIBIT DESIGN CRITERIA PACKAGE

REVISION

1. REVISED TO REFLECT CHANGES TO THE SEATING AREA.
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BROOK
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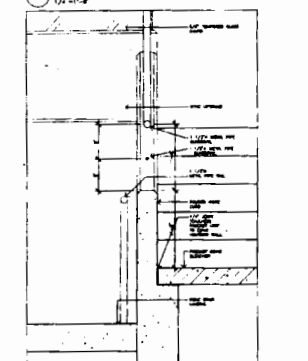
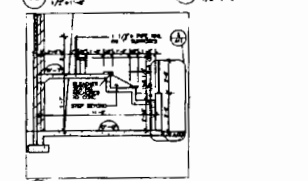
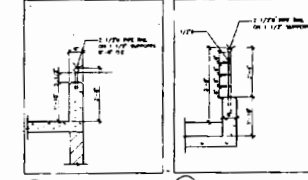
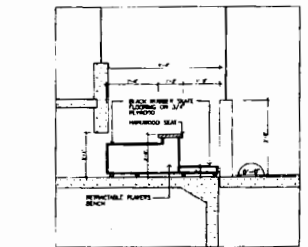
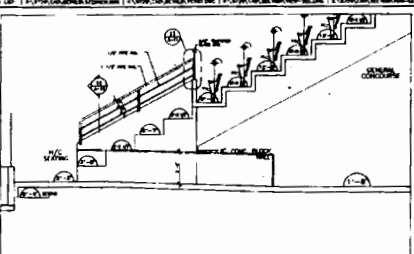
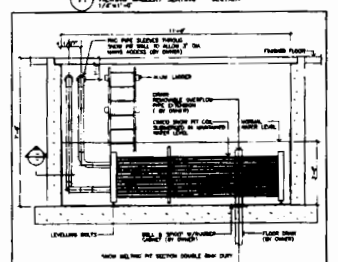
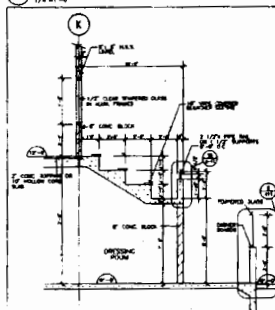
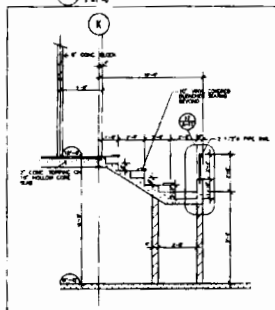
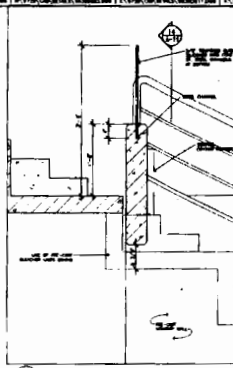
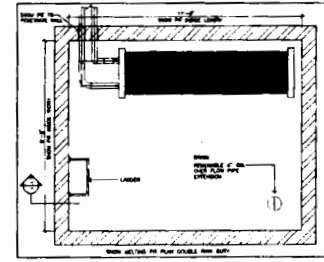
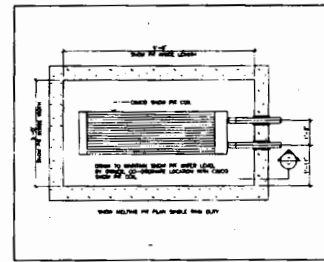
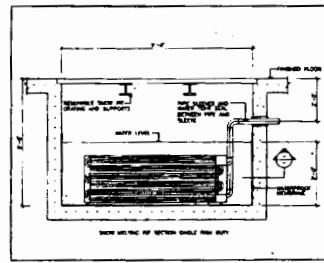
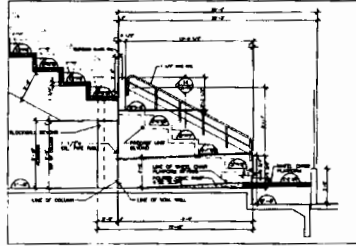
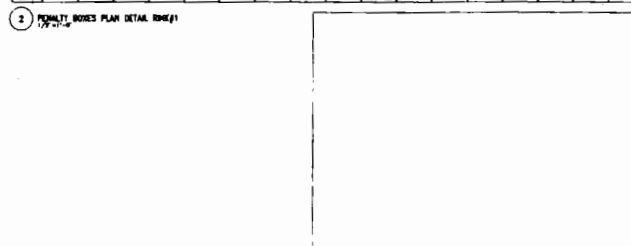
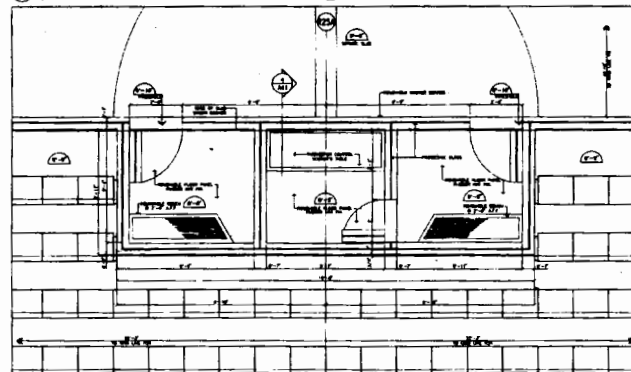
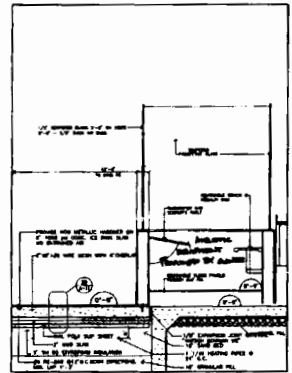
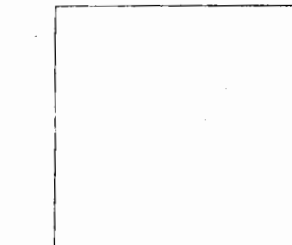
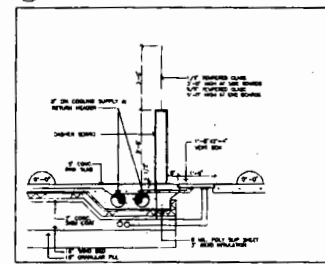
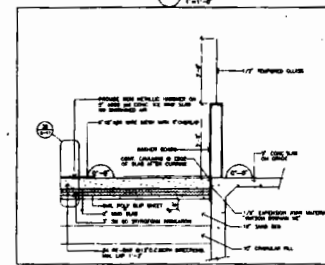
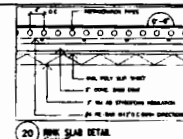
JOSEPH B
GALLER
ARCHITECTS

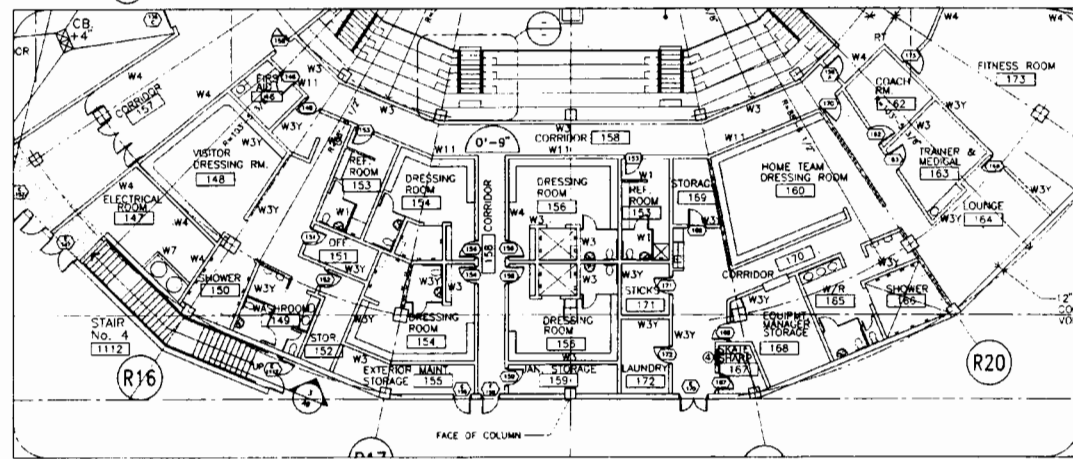
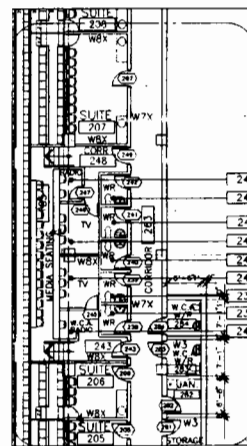
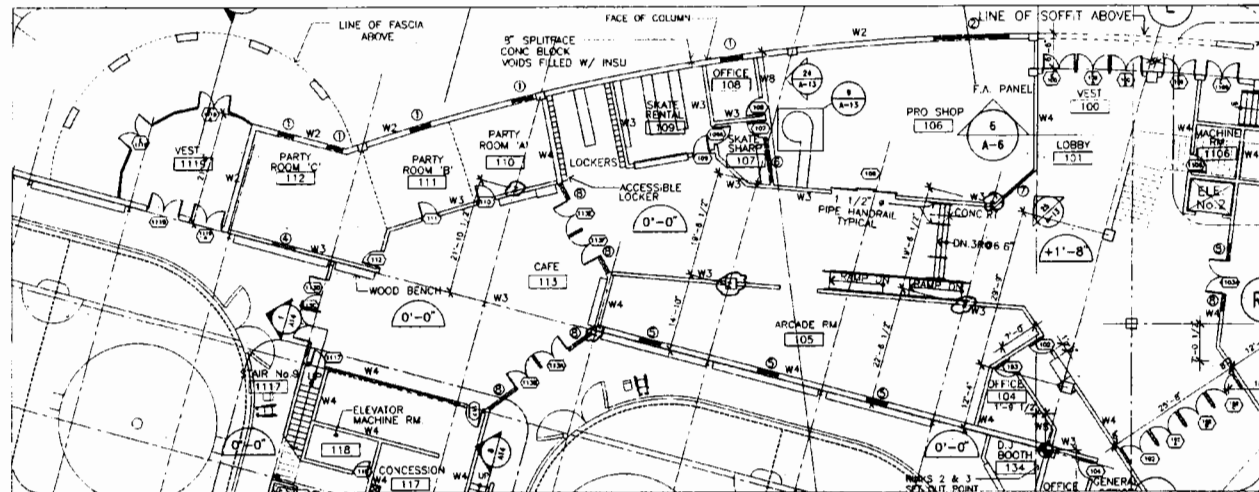
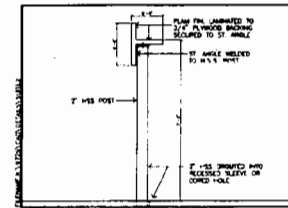
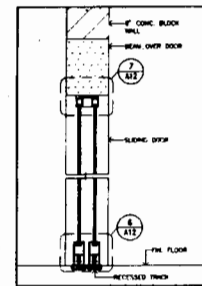
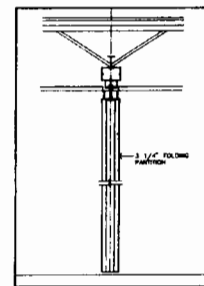
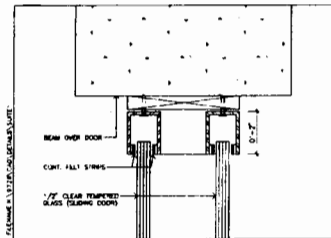
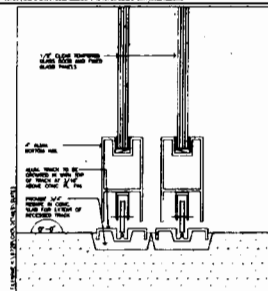
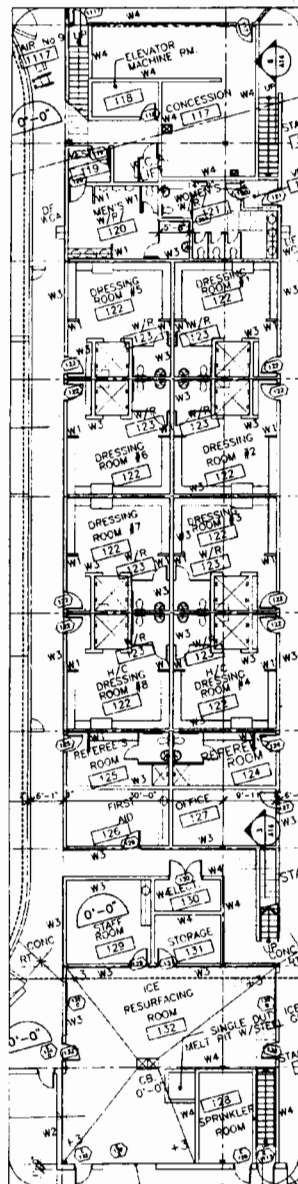
PORT MYERS
SPORTS CENTER

THIS FILE
SEATING & SEATING
DETAILS

SCALE: 1/2" = 1'-0"
DATE: 1/22/98
BY: JBG
7228

A-11 6





WMA TYPE SCHEDULE

- 91 1" STANDING MASONRY
- 92 1" SPLIT FACE BLOCK
- 93 1" STANDING MASONRY
- 94 1" MASONRY 1 HOUR RATED
- 95 1 1/2" METAL STUDS WITH 1/2" GIB
- 97 1 1/2" METAL STUDS WITH 1/2" GIB ONE PIPE & GIB
- 1 1" HEAVY RIBBED SUEE SIDS
- 98 2 1/2" METAL STUDS WITH 1/2" GIB ONE SUEE SIDS
- 99 1" METAL STUDS WITH 1/2" GIB BOTH SUES
- 910 1" METAL STUDS WITH 1/2" GIB ONE SIDE
- "X" DENOTES 1" SOUND INSULATION WITHIN STUD
- "F" DENOTES PARTITION TO EXTEND IF ABOVE FINISHED CEILING

7	PROGRESS 02-CR0 ISSUE	DATE	CHK
8	ISSUE TO R.A. FOR CORP REVIEW	DATE	CHK
9	PROGRESS 02-CR0 ISSUE	DATE	CHK
10	ISSUE TO FIELDY FOR ALL REVIEW	DATE	CHK
11	PROGRESS 12-CR0 ISSUE	DATE	CHK
12	ISSUE FOR BLANKING REVIEW	DATE	CHK
13	ISSUE FOR PRELIMINARY APPROVAL	DATE	CHK
140	DESCRIPTION	DATE	CHK

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

DO NOT SCALE THE DRAWINGS.

COMBINATION


CKA	Page 1 of 1
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RIGHT

04/01/2004

DATE	SEPT 97
CHECKED	JC/BH

DATE PLUMPED
JAN22/98

BROOK
BEYNON
architects

JOSEPH B. KALLER
 & ASSOCIATES, P.A.

FORT MYERS

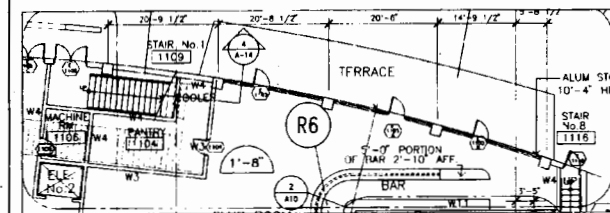
SPORTS CENTER

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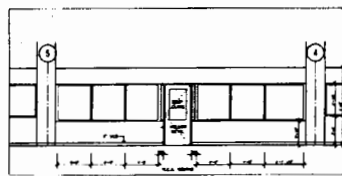
DWG TITLE
DRESSING ROOM
PLANS & DETAILS

SCALE	DRG. No.	REV
AS SHOWN	A-12	7
PROJ. NO. 9729		

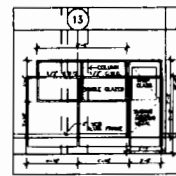
EXHIBIT F DESIGN CRITERIA PACKAGE



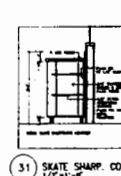
28 PARTIAL CLUB ROOM PLAN
1/2"=1'-0"



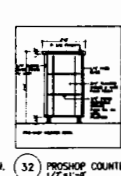
29 ELEVATION OF BAR W.C. VIEWING
1/2"=1'-0"



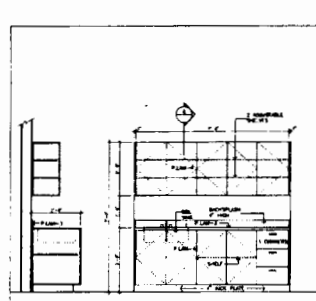
30 ELEVATION OF RETAIL
1/2"=1'-0"



31 SKATE SHARP COUNTER
1/2"=1'-0"

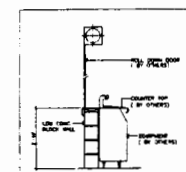


32 PROSHOP COUNTER
1/2"=1'-0"

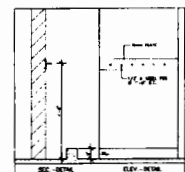


SECTION A ELEVATION

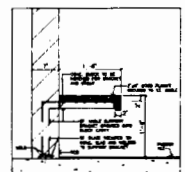
27 FIRST AID CABINET
1/2"=1'-0"



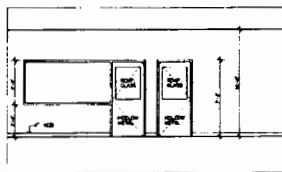
21 CONCESSION WALL COUNTER DETAIL
1/2"=1'-0"



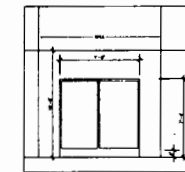
22 STICK BACK DETAIL
1/2"=1'-0"



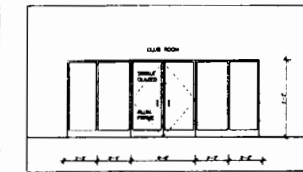
23 WOOD BENCH DETAIL
1/2"=1'-0"



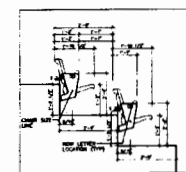
24 ELEVATION PROSHOP ROOM
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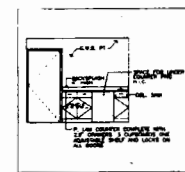
25 ELEVATION LOBBY
1/2"=1'-0"



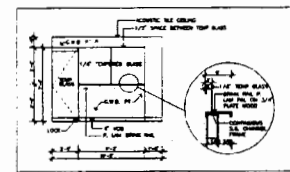
26 ELEVATION OF CLUB ROOM ENTRANCE
1/2"=1'-0"



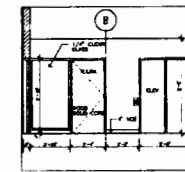
20 SEC. THRU TYPICAL SEATING ROW
1/2"=1'-0"



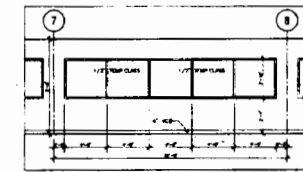
19 SKATE COUNTER ELEV.
1/2"=1'-0"



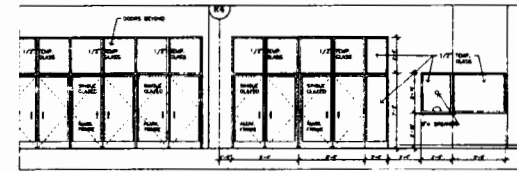
18 SKATE RM. ELEVATION
1/2"=1'-0"



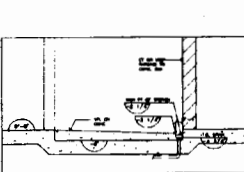
17 OFFICE #195 ELEVATION
1/2"=1'-0"



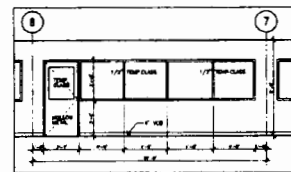
16 VIEWING RM. ELEVATION
1/2"=1'-0"



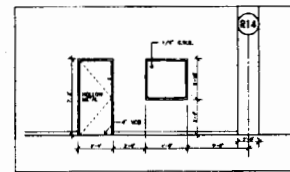
15 VEST & TICKET RM. ELEVATION
1/2"=1'-0"



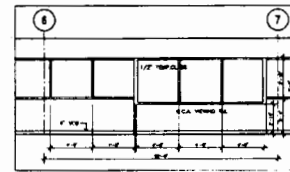
14 SHOWER DETAIL RINK 283
1/2"=1'-0"



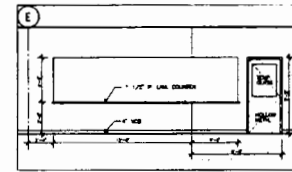
13 VIEWING RM. ELEVATION
1/2"=1'-0"



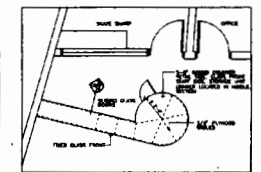
12 STAFF & SEC. RM. ELEVATION
1/2"=1'-0"



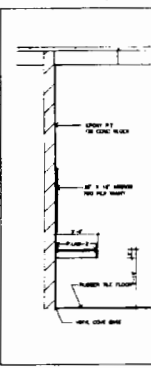
11 W.C. VIEWING RM. ELEVATION
1/2"=1'-0"



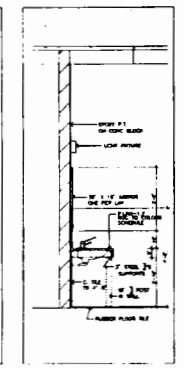
10 OFFICE #101 ELEVATION
1/2"=1'-0"



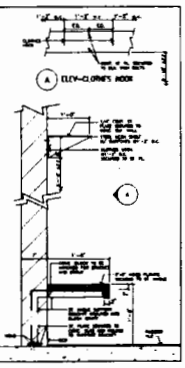
9 PLAN PROSHOP COUNTER



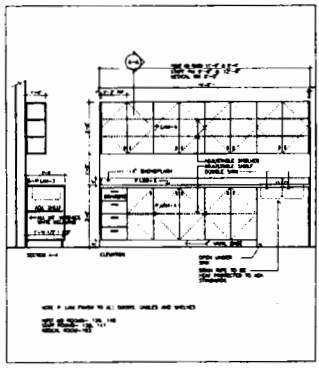
7 W.C. COUNTER DRESSING RM.
1/2"=1'-0"



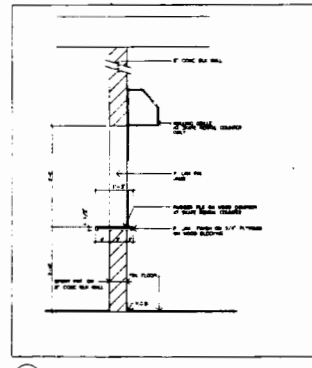
6 PUBLIC W.C. VANITY RM.
1/2"=1'-0"



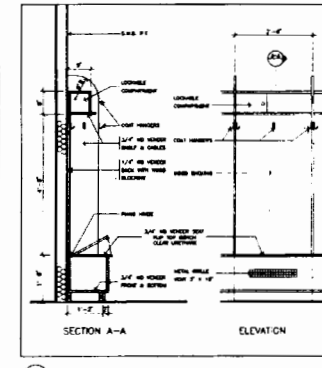
5 DRESSING RM. BENCH & CONC. WALL
1/2"=1'-0"



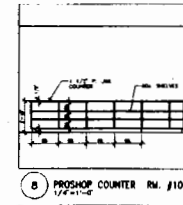
4 KITCHEN CUPBOARDS
1/2"=1'-0"



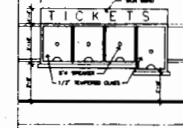
3 CONCESSION COUNTER
1/2"=1'-0"



2 HOME/VISITOR DRESSING RM. BENCH
1/2"=1'-0"



8 PROSHOP COUNTER RM. #106
1/2"=1'-0"



1 TICKET COUNTER
1/2"=1'-0"

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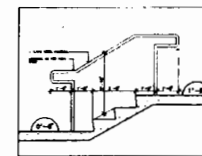
BRISHIN BROOK BEYNO architect

JOSEPH B. KALLER & ASSOCIATES

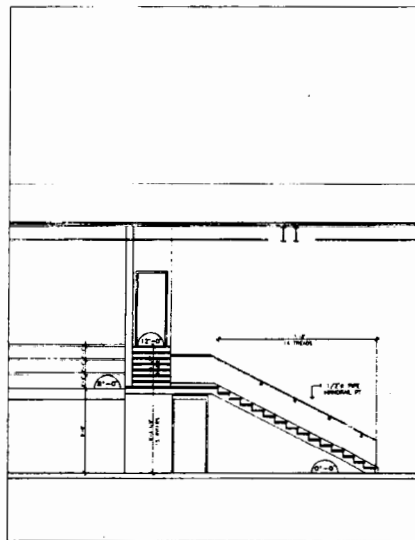
PORT MYERS SPORTS CENTER

CONCESSION, RETAIL & COUNTER DETAILS
A-13 6

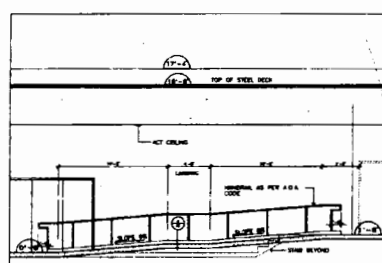
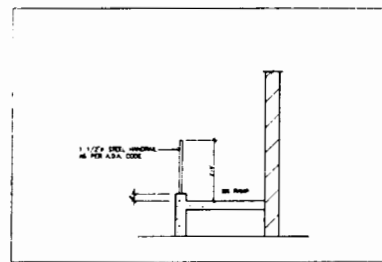
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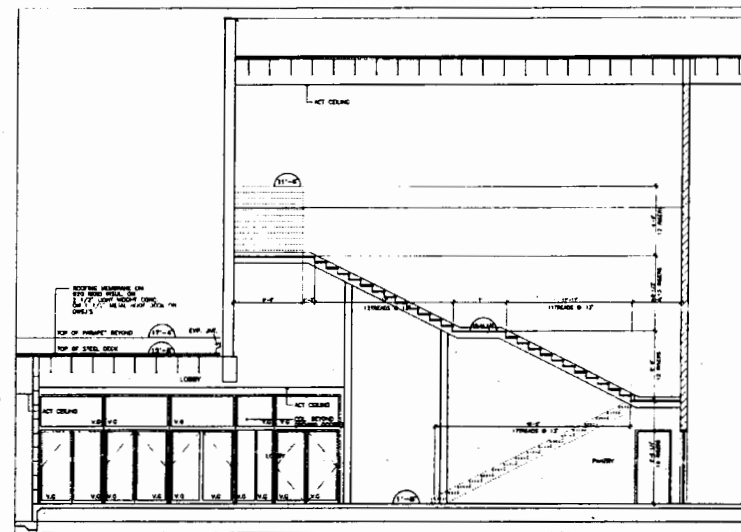
9 STAIR & HANDRAIL DETAIL
1/2" = 1'-0"



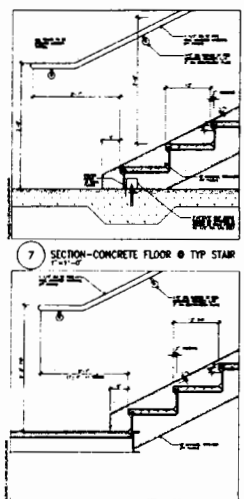
8 SECTION-STAIR No. 6 & 7
1/2" = 1'-0"



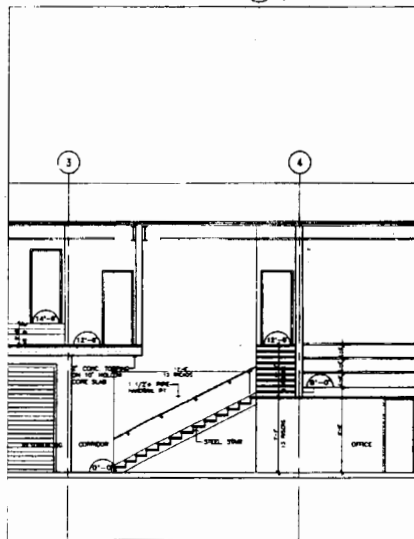
5 SECTION-THROUGH RAMP
1/2" = 1'-0"



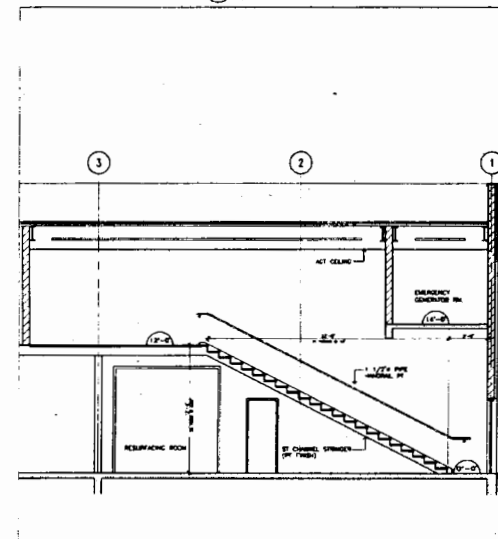
4 SECTION-STAIR No. 1
1/2" = 1'-0"



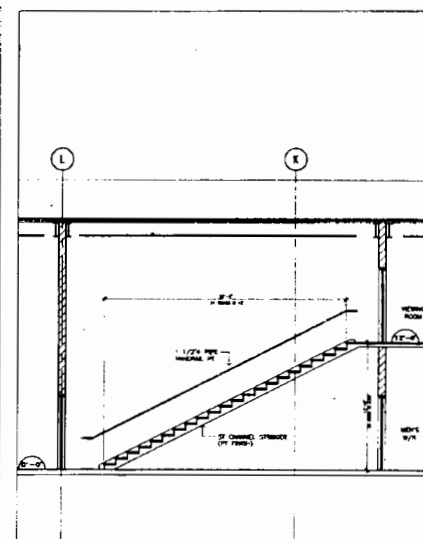
7 SECTION-CONCRETE FLOOR @ TYP STAIR
1/2" = 1'-0"



3 SECTION-STAIR No. 6 & 7
1/2" = 1'-0"



2 SECTION-STAIR No. 5
1/2" = 1'-0"



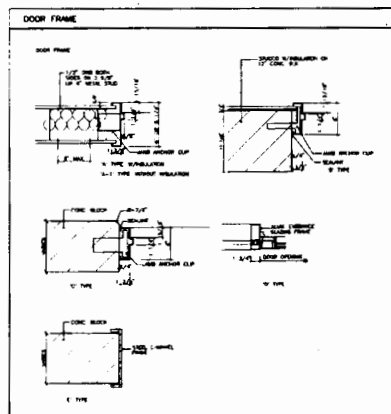
1 SECTION-STAIR No. 9
1/2" = 1'-0"

REVISIONS			
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100	PROVIDED CO-USE DATE		

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SPORTS CENTER

STAIR SECTIONS
AND DETAILS
A-14 5

[illegible][illegible]

FROM FROM CHORDAS		SECOND FLOOR		FLOOR		BATH		BATH		REAR PORCH	
NO.	DATE	FROM	TO	FROM	TO	FROM	TO	FROM	TO	FROM	TO
1	1900	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
2	1901	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
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15	1914	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
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19	1918	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
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108	2007	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
109	2008	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
110	2009	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
111	2010	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
112	2011	10									

NOTE:
ALL BOOK INVOICES ARE REQUIRED TO BE HANDICAP ACCESSIBLE
AND SHALL COMPLY WITH SECTION 413 OF THE FLORIDA
ACCESSIBILITY CODE, 1994 EDITION

1. THRESHOLDS AND DOORWAYS

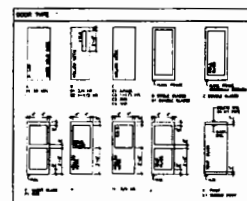
THRESHOLDS AND DOORWAYS SHALL NOT EXCEED 3/4 INCH (19 MM) IN HEIGHT FOR EXTERIOR SLABING DOORS OR 1/2 INCH (13 MM) FOR OTHER TYPES OF DOORS. RAISED THRESHOLDS AND FLOOR LEVEL CHANGES AT ACCESSIBLE DOORWAYS SHALL BE BEVELLED WITH

2- DOOR HARDWARE.

2. ACCESSIBLE DOORS SHALL HAVE A SHIP'S HULL LATCH TO GRAB WITH ONE HAND AND SHALL NOT REQUIRE SHIP SHROUING. SHIP PROTECTORS OR FASTENERS OF THE BRISTLE OR SPINNING TYPE-OPENED MECHANICAL, PLATE-TYPE MECHANICAL, AND U-SHAPED HOOKS ARE ACCEPTABLE DESIGN. WHEN TAKING DOORS ARE FULLY OPENED, OPERATING HANDBARS SHALL BE EXPOSED AND VISIBLE FROM BOTH SIDES. HANDBARS REQUIRED FOR ACCESSIBLE DOOR PRESSURE SHALL BE LOCATED NO MORE THAN 48 IN. (1220 MM) ABOVE FLOOR/DECK.

3- DOOR CLOSERS

A SHOCK WAS A CLOSER THAN THE WATER FITTING OF THE CLOSER SHALL BE ADJUSTED TO THAT FROM AN OPEN POSITION OF 70 DEGREES. THE SHOCK WILL TAKE AT LEAST 3 SECONDS TO REACH A POINT 3 IN. (THIN) FROM THE LATCH, MEASURED IN THE LEADING EDGE OF THE DOOR.



NOTE:
SAFETY GLASSING REQUIRED
WITHIN FOUR FEET (4')
OF A DOOR

[illegible]

REVISION	
ACT	ALGEBRAICAL FILE
BLK	BLACK
CONC	CONCRETE
CONC BLK	CONCRETE, BLACK
CT	CYRILLIC, TIF
EXP	EXPENT
EXP. SKN	EXPLODED STRUCTURE
SHD	SHYMAN WALL, BOARD
H CONC	HARDENED CONCRETE
PT	Point
PS	PLASTER TILE
SP	WALL PCE, FLOOR
NGB	WALL, CONC BRICK
WCT	WALL, COMPOSITE TILE
WRC	WALL, WALL, CONCRETE

to ALL LOCKER/SHOWER
ROOM FLOORING SHALL
BE AS FOLLOWS:

- LOCKER ROOM & TOILET AREAS TO BE RUBBER TILE
- SHOWERS TO BE CERAMIC TILE FLOORING
- ALL WALK TO THE SHOWER DOOR

EXHIBIT DESIGN CRITERIA PACKAGE

5	PROGRESS CO-ORD STONE	PROGRESS
6	TRAVEL TO WA FOR COST PR REVIEW	PROGRESS
7	PROGRESS CO-ORD REVIEW	PROGRESS
8	PROGRESS CO-ORD STONE	PROGRESS
9	ISSUE FOR BUILDING PERMIT	PROGRESS
10	ORDER FOR PRELIMINARY PRO	PROGRESS

REVISIONS

CONTRACTOR SHALL ORDER AND HAVE THE INSTRUMENTS AND REPORT ANY ERRORS OF CALCULATION TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

DO NOT SCALE THE DRAWING

T7/994
 DATE
 10 AUG 97
 CANCELLED
 JC/BH
 DATE PLACED
 JAN 22/98

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 BROOK
 BEYNON
 architects

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SPORTS CENTER**

DOOR SCHEDULE		
ROOM FINISH SCHEDULE		
SCALE	DRG NO.	REV.
AS NOTED	A-15	6
PROJ. NO. 0720		

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REV. 01
OCCUPANCY LOADS
CODE REQUIREMENTS
SCALE 1/32" = 1'-0"
DATE 9/29
A-16 6

OCCUPANT LOAD CALCULATIONS

GROUND FLOOR

USE	SQ. FT.	SQ. FT./OCCUPANT	OCCUPANCY
ICE SURFACE RM 1	17,000 S.F.	SEATING CAPACITY	8,100
ICE SURFACE RM 2	17,000 S.F.	POSTED OCCUPANCY	250
ICE SURFACE RM 3	17,000 S.F.	POSTED OCCUPANCY	250
ARENA	1,000 S.F.	15	80
ENTRY ROOM	1,000 S.F.	15	70
PRO SHOP	1,000 S.F.	30	40
CLUB ROOM	2,500 S.F.	15	170
MEETING ROOM	500 S.F.	15	30
GENERAL OFFICES	2,500 S.F.	100	20
RM 2 VIEWING	841 S.F.	SEATING FOR	750
VIEWING STANDS, RM 3	730 S.F.	SEATING FOR	250

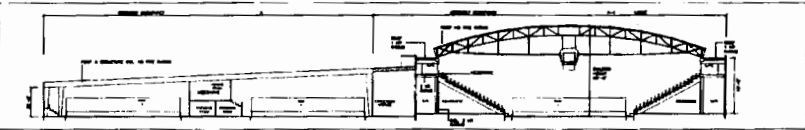
8,110

MEZZANINE LEVEL

USE	SQ. FT.	SQ. FT./OCCUPANT	OCCUPANCY
BAR LOUNGE	2,200 S.F.	15	140
GROUP SALES SUITE	300 S.F.	15	20
RETAIL SUITE (RM)	---	---	---
ARENA OFFICES	1,800 S.F.	100	20
MECH. RM	---	---	---
VIEWING ROOM	7,000 S.F.	SEATING FOR 30	200
STANDING ROOM RM 1	72,232 S.F.	250 MAX	735

735

4 OCCUPANCY LOAD CALCULATIONS



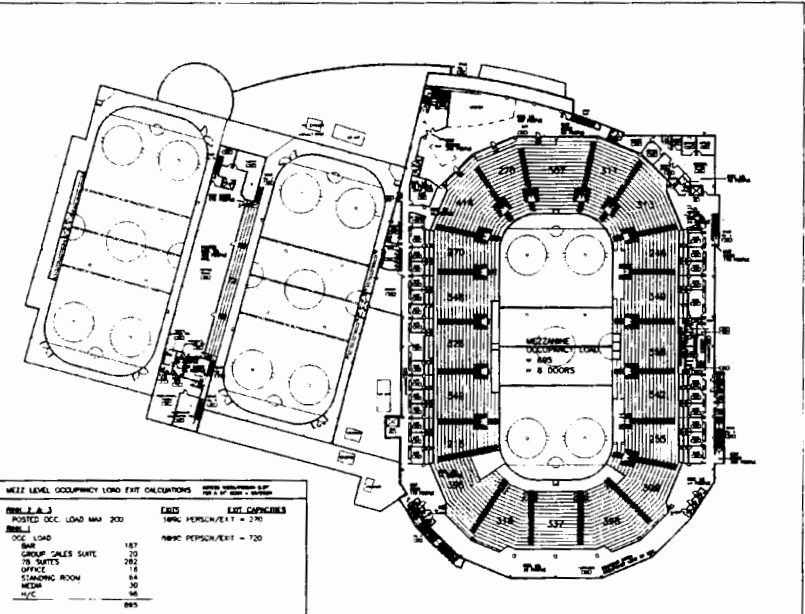
5 OCCUPANCY BUILDING SECTION
1/32" = 1'-0"

PLUMBING LOAD - BASED ON STANDARD PLUMBING CODE 1994 - BASED ON TABLE 407 OCCUPANCY CLASS LOADS

FLOOR	FLOOR AREA	MALES		FEMALES	
		WATERCLOSETS	WATERCLOSETS	WATERCLOSETS	WATERCLOSETS
GROUND FLOOR	RM 1	REQUIRED	20	35	20
	RM 2	PROVIDED	12	23	17*
MEZZANINE LEVEL	RM 1	REQUIRED	4	3	3
	RM 2	PROVIDED	9	9	9
RM 3	REQUIRED	5	3	4	3
	PROVIDED	2	3*	4	3*
ACCESSORY FEATURES		PROVIDED	20	4	22
RESTROOMS					42

* LAVATORY COUNT DOES NOT INCLUDE SINK IN HANDICAPPED STALL

6 PLUMBING LOAD CALCULATIONS



MEZZ LEVEL OCCUPANCY LOAD CALCULATIONS

USE	LOAD
GROUP SALES SUITE	187
TO SUITE	20
OFFICE	16
STANDING ROOM	30
MECH	40
ME	85

7 MEZZ LEVEL OCCUPANCY PLAN
1/32" = 1'-0"

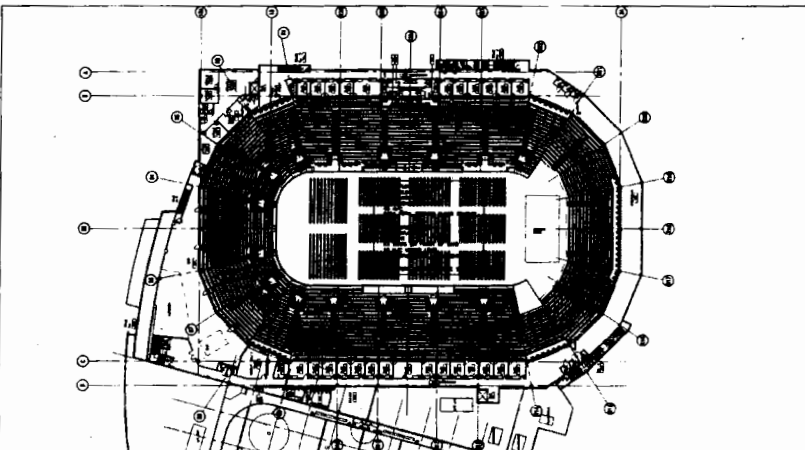
BUILDING CLASSIFICATION

ASSEMBLY OCCUPANCY

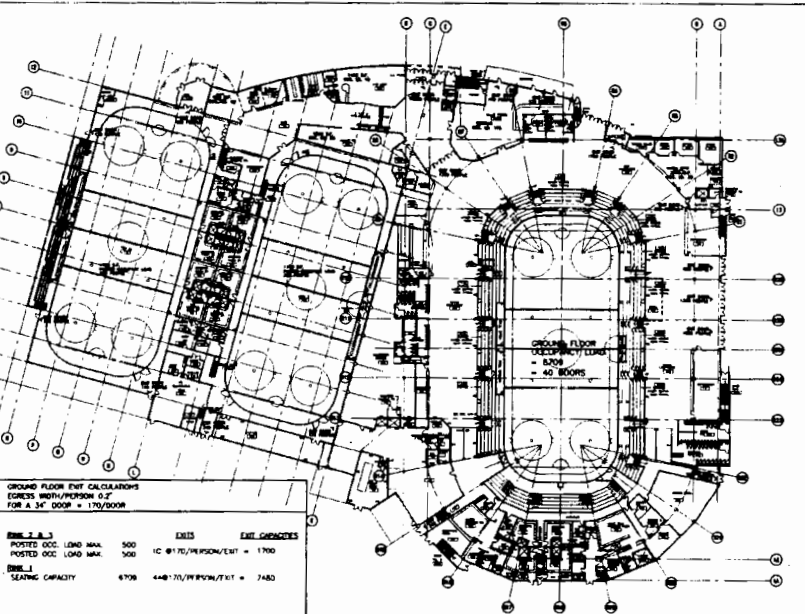
- BUILDING FULLY SPRINKLED
- AREA RM 1 INCLUDING ACCESSORY AREAS - NUMBER OF STORY - 1 MEZZ - GND FL. 83,150 SQ. FT. MEZZ FLOOR 74,000
RM 2 & 3 INCLUDING ACCESSORY AREAS - NUMBER OF STORY - 1 MEZZ - GND FL. 63,370 SQ. FT. MEZZ 7,300
RESTAURANT
3) TYPE CONSTRUCTION II

TOTAL BLDG. AREA 162,875 SQ. FT.

3 BUILDING CLASSIFICATION



2 CONCERT MODE OCCUPANCY PLAN
1/32" = 1'-0"



GROUND FLOOR EXIT CALCULATIONS

EXIT	EXIT CAPACITY
EXIT 1	500
EXIT 2	500
EXIT 3	500
EXIT 4	500
EXIT 5	500
EXIT 6	500
EXIT 7	500
EXIT 8	500
EXIT 9	500
EXIT 10	500
EXIT 11	500
EXIT 12	500
EXIT 13	500
EXIT 14	500
EXIT 15	500
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EXIT 33	500
EXIT 34	500
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EXIT 36	500
EXIT 37	500
EXIT 38	500
EXIT 39	500
EXIT 40	500
EXIT 41	500
EXIT 42	500
EXIT 43	500
EXIT 44	500
EXIT 45	500
EXIT 46	500
EXIT 47	500
EXIT 48	500
EXIT 49	500
EXIT 50	500

1 GROUND FLOOR OCCUPANCY PLAN
1/32" = 1'-0"

DESIGN CRITERIA PACKAGE

By: Ann S. Smith
Revised: 12/22/96
Comments: TLE

REVISION	DATE	BY
1	12/22/96	AS
2	12/22/96	AS
3	12/22/96	AS
4	12/22/96	AS
5	12/22/96	AS
6	12/22/96	AS
7	12/22/96	AS
8	12/22/96	AS
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21	12/22/96	AS
22	12/22/96	AS
23	12/22/96	AS
24	12/22/96	AS
25	12/22/96	AS
26	12/22/96	AS



DATE: DEC. 97
DRAWN: BH/KC
CHECKED: JAM/22/98

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BEYNON
architects



FORT MYERS
SPORTS CENTER

MEZZ. FLOOR REFLECTED CEILING PLAN	DATE: 12/22/96	BY: AS
SCALE: 1/8" = 1'-0"	PROJECT NO: 9729	SHEET NO: A-18
		3

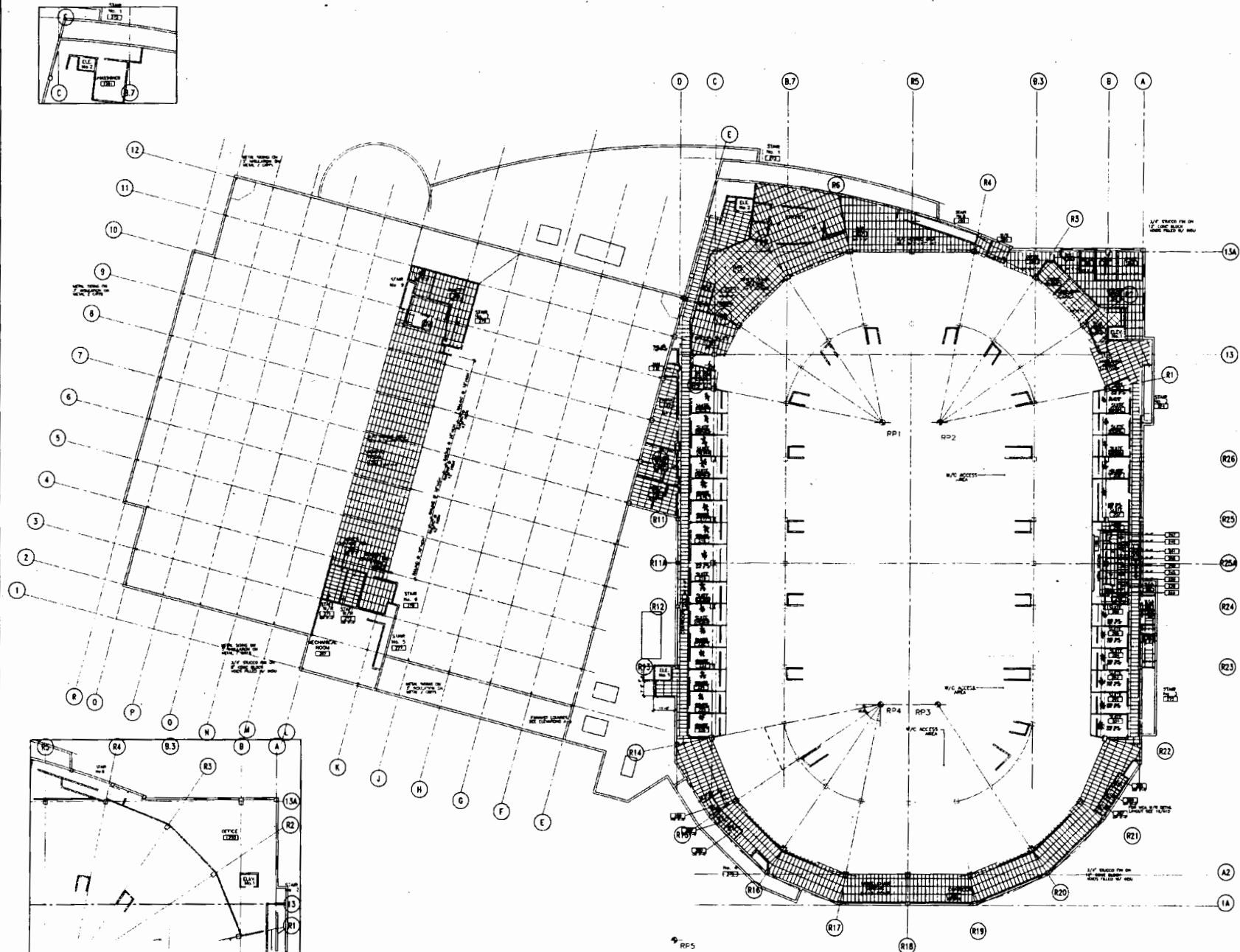


EXHIBIT F DESIGN CRITERIA PACKAGE

REVISIONS

NO. 1
DATE 12/17/97
BY J.B. KALLER

5/1/98
DEC 17/97
OWNER

DATE PLOTTED
JAN 22/98

BRISBIN
BROOK
BEYNOX
architects

JOSEPH B.
KALLER
ARCHITECT, P.A.

FORT MYERS
SPORTS CENTER

FILE NAME
SPORTING EVENT
SEATING PLAN
DATE
1/22/98
DRAWING NO.
8729

SP-1 1

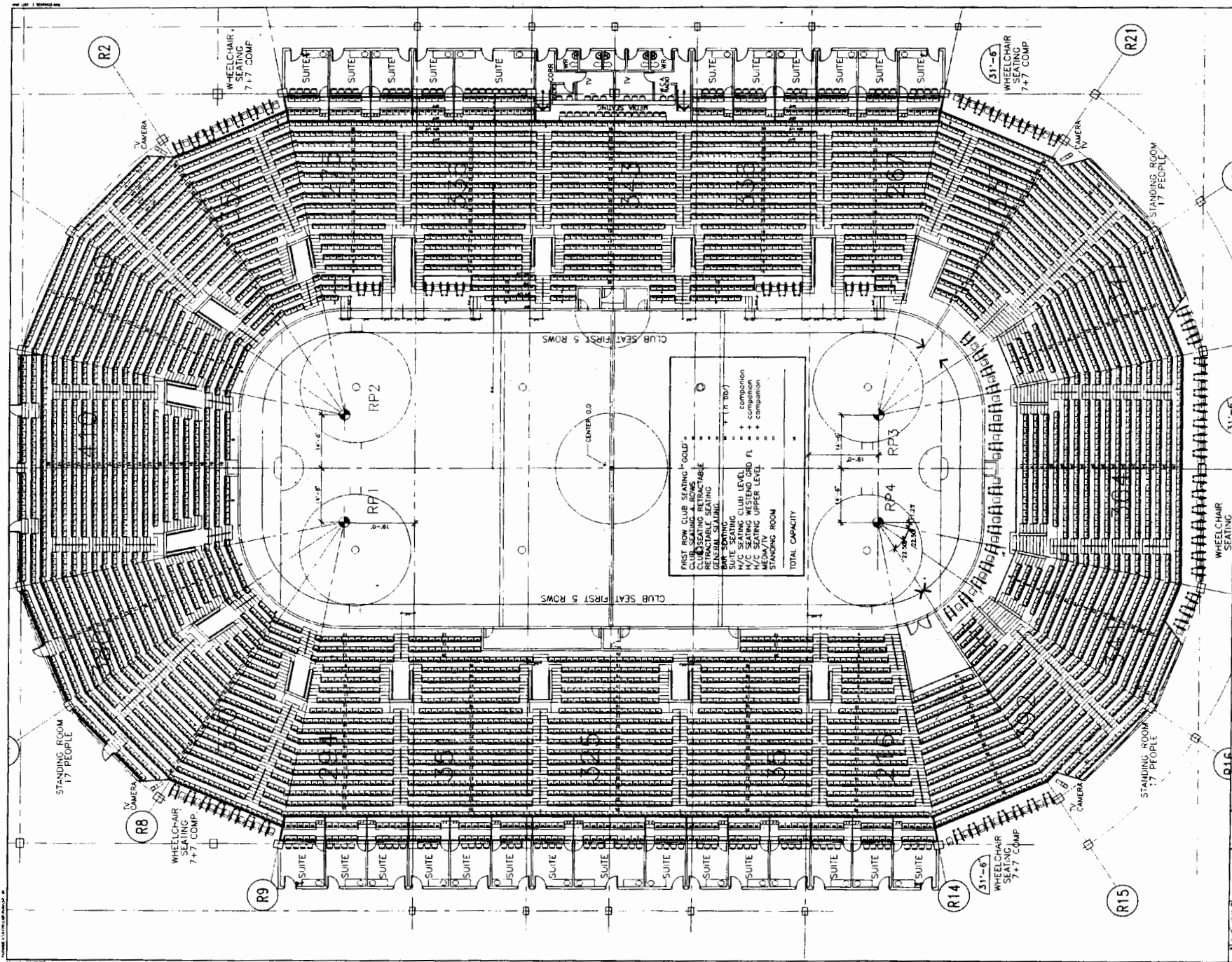


EXHIBIT F
DESIGN CRITERIA PACKAGE

EXHIBIT 3

EXISTING STRUCTURAL DRAWINGS

DESIGN CRITERIA ATTACK

REVISIONS



文部科学省
教育部
文化庁
スポーツ庁
科学技術振興機構



**BRISBIN
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BEYNON**
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**FORT MYERS
SPORTS CENTER**

FOUNDATION PLAN

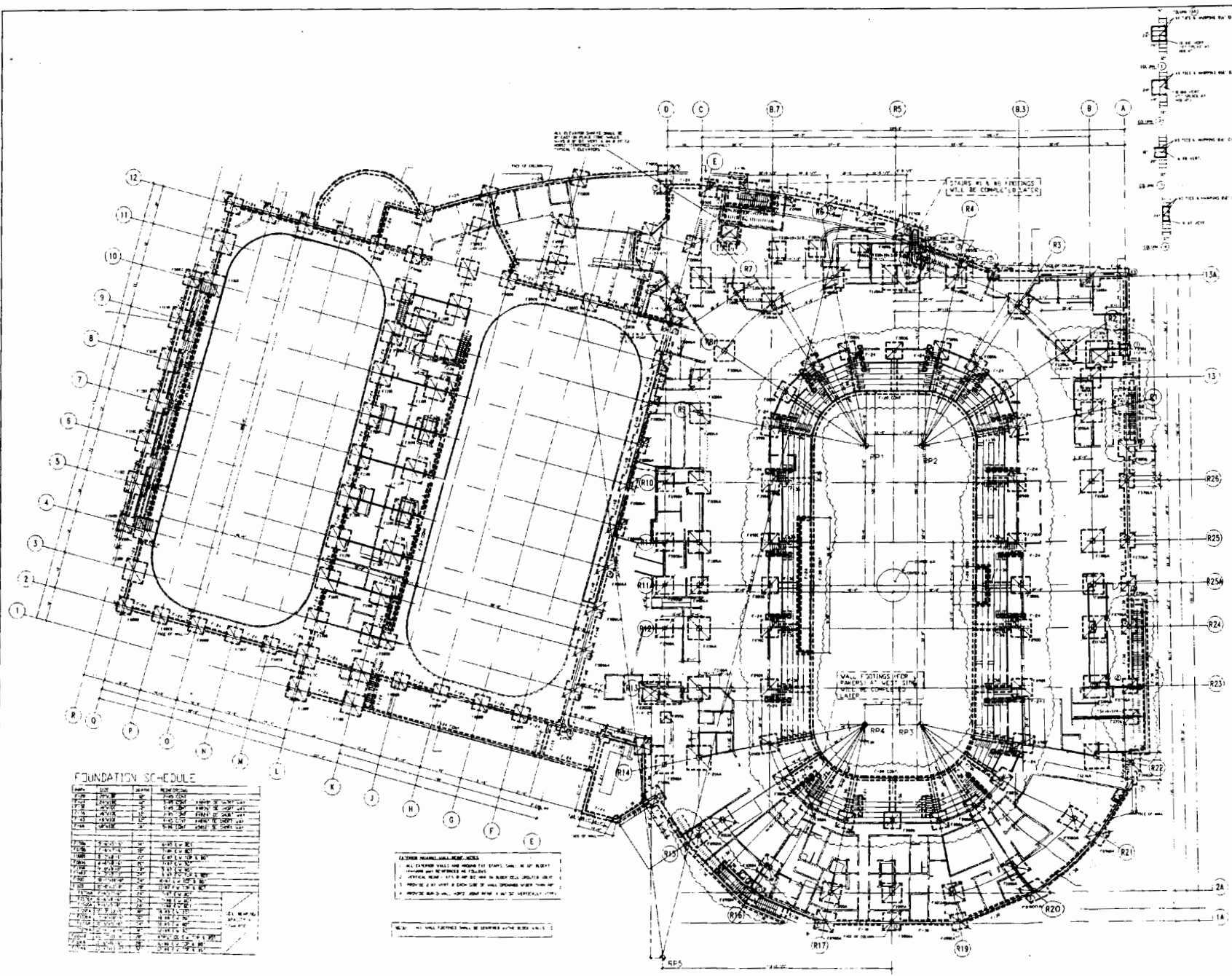


EXHIBIT F

DESIGN CRITERIA PACKAGE

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10-7-97
2	FOR REVIEW	10-7-97
3	FOR REVIEW	10-7-97
4	FOR REVIEW	10-7-97
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6	FOR REVIEW	10-7-97
7	FOR REVIEW	10-7-97
8	FOR REVIEW	10-7-97
9	FOR REVIEW	10-7-97
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14	FOR REVIEW	10-7-97
15	FOR REVIEW	10-7-97
16	FOR REVIEW	10-7-97
17	FOR REVIEW	10-7-97
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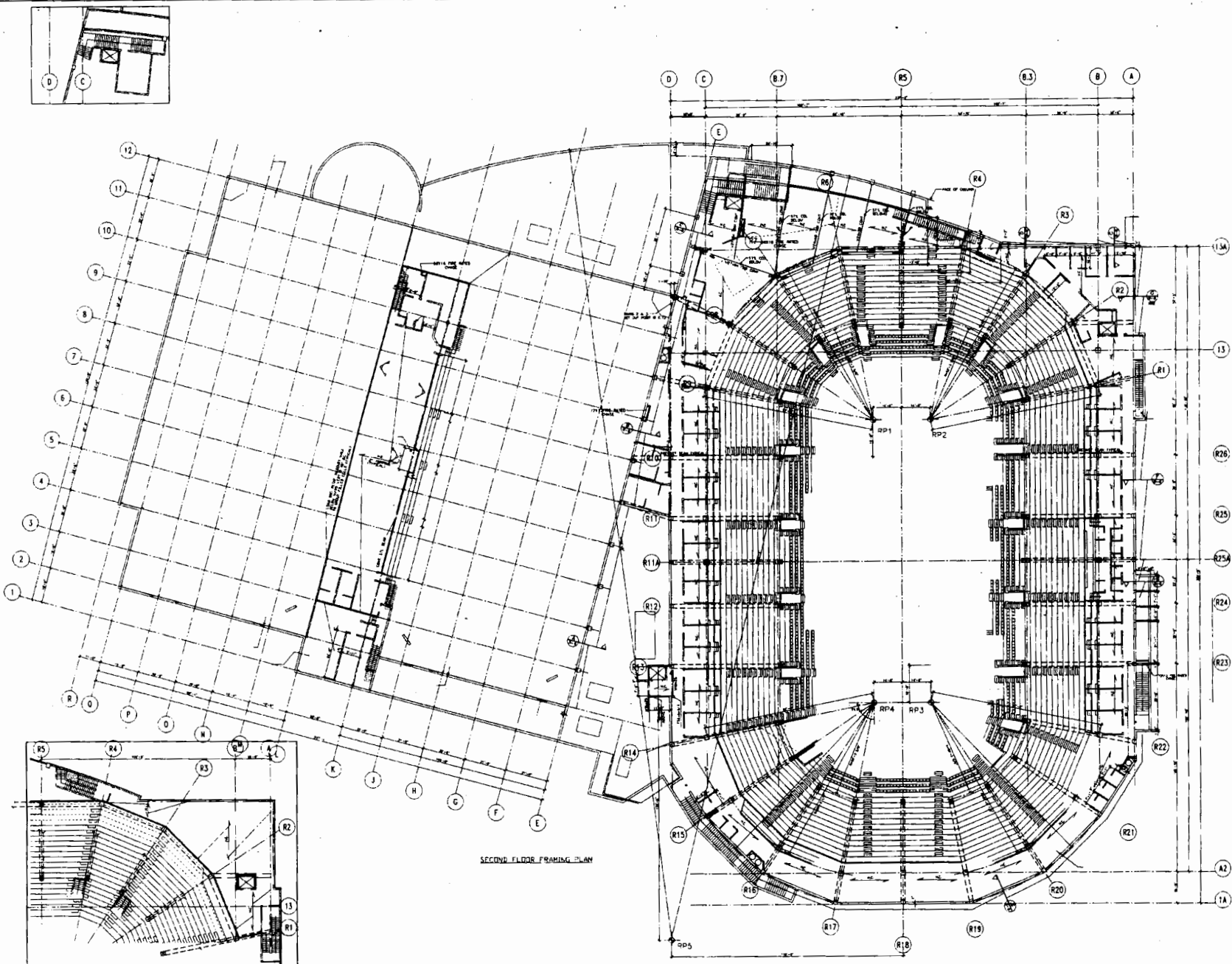
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architects



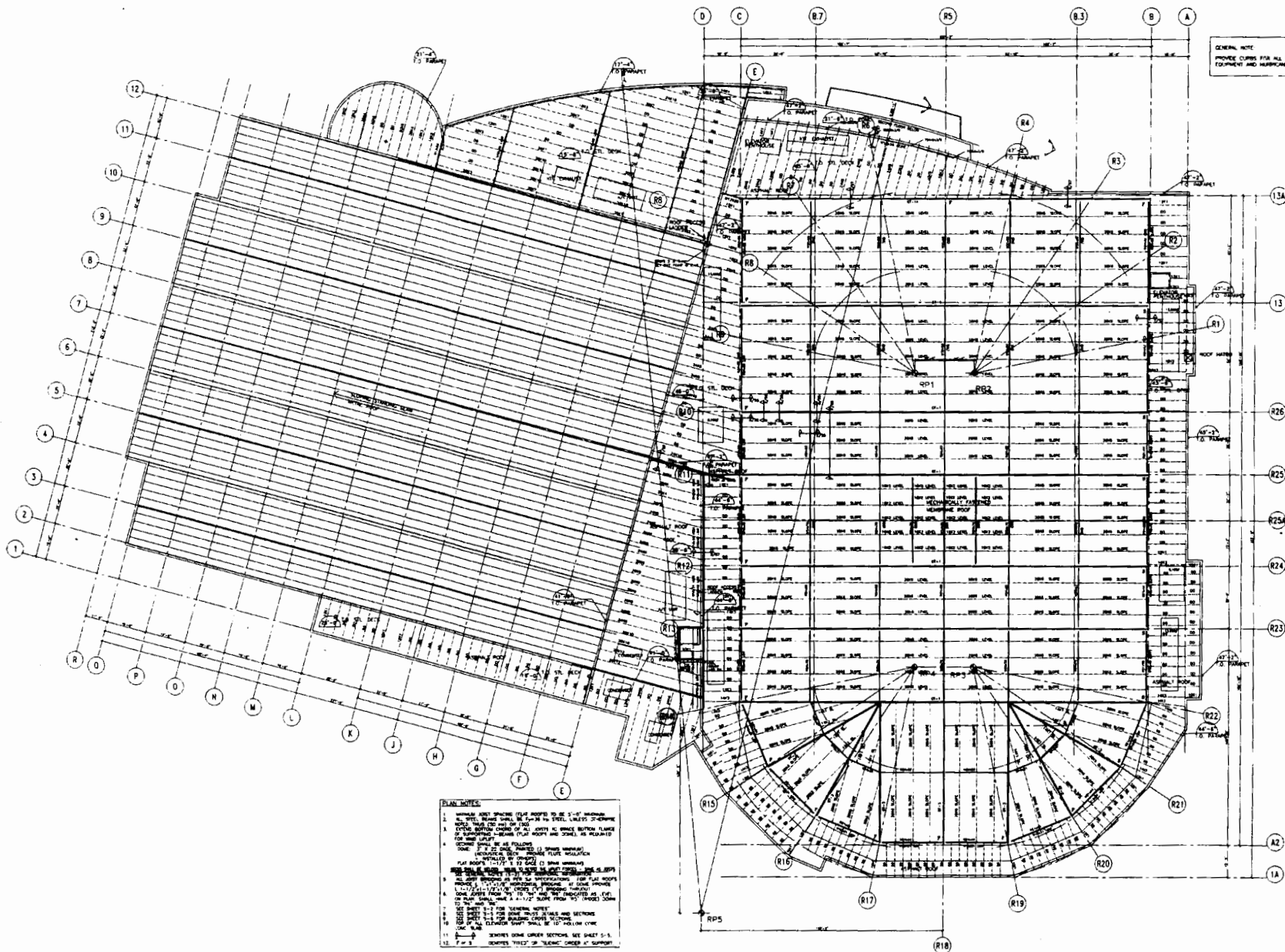
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FRAMING PLAN

SCALE
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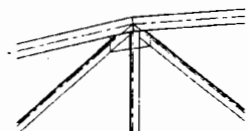
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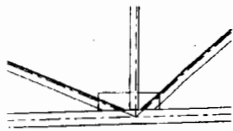
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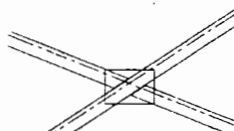
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2	DO NOT SCALE THE DRAWING.
3	DATE: 10-7-97
4	BY: K.R.
5	DATE: 10-23-98
6	BY: G.R.
7	DATE: 10-23-98
8	BY: BRISBIN BROOK BEYRON architects
9	DATE: 10-23-98
10	BY: JOSEPH B. KALIN
11	DATE: 10-23-98
12	BY: FORT MYERS SPORTS CENTER
13	DATE: 10-23-98
14	BY: DOME GIRDER TRUSS DETAILS
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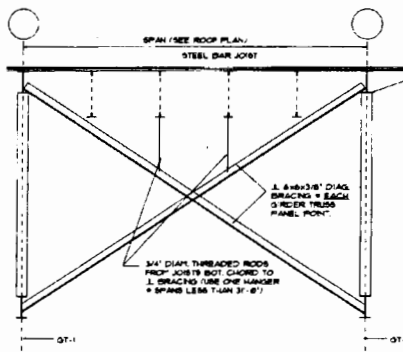
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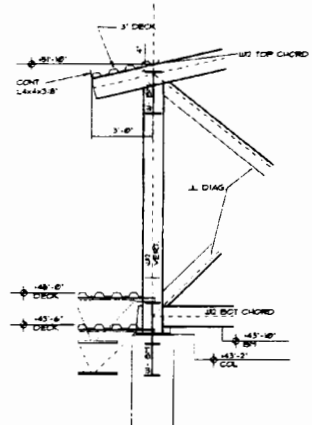


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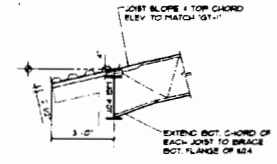


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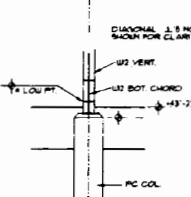
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SEE DET. G-G FOR CONN. TO GT-1 & GT-2.



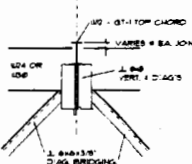
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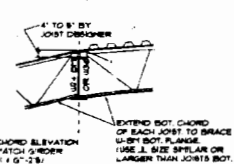
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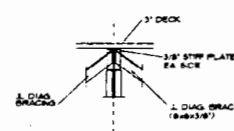
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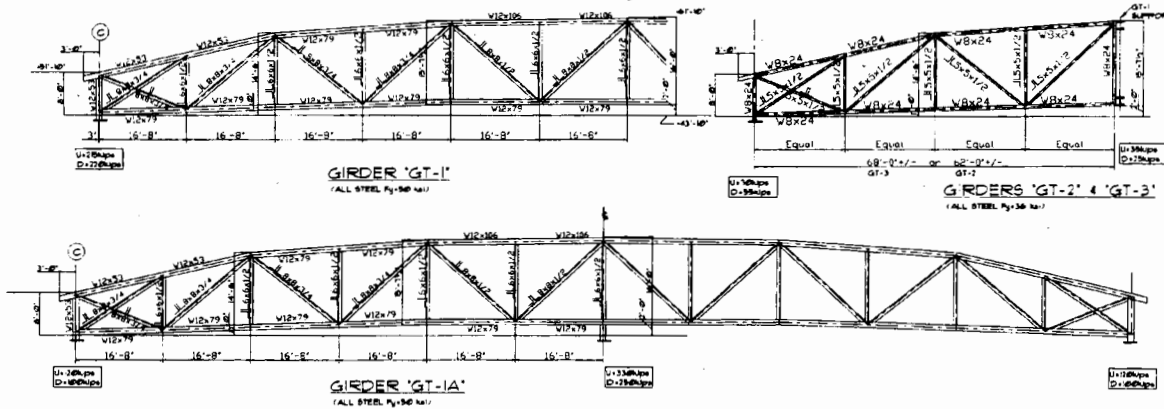
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SECTION E-E



SECTION G-G



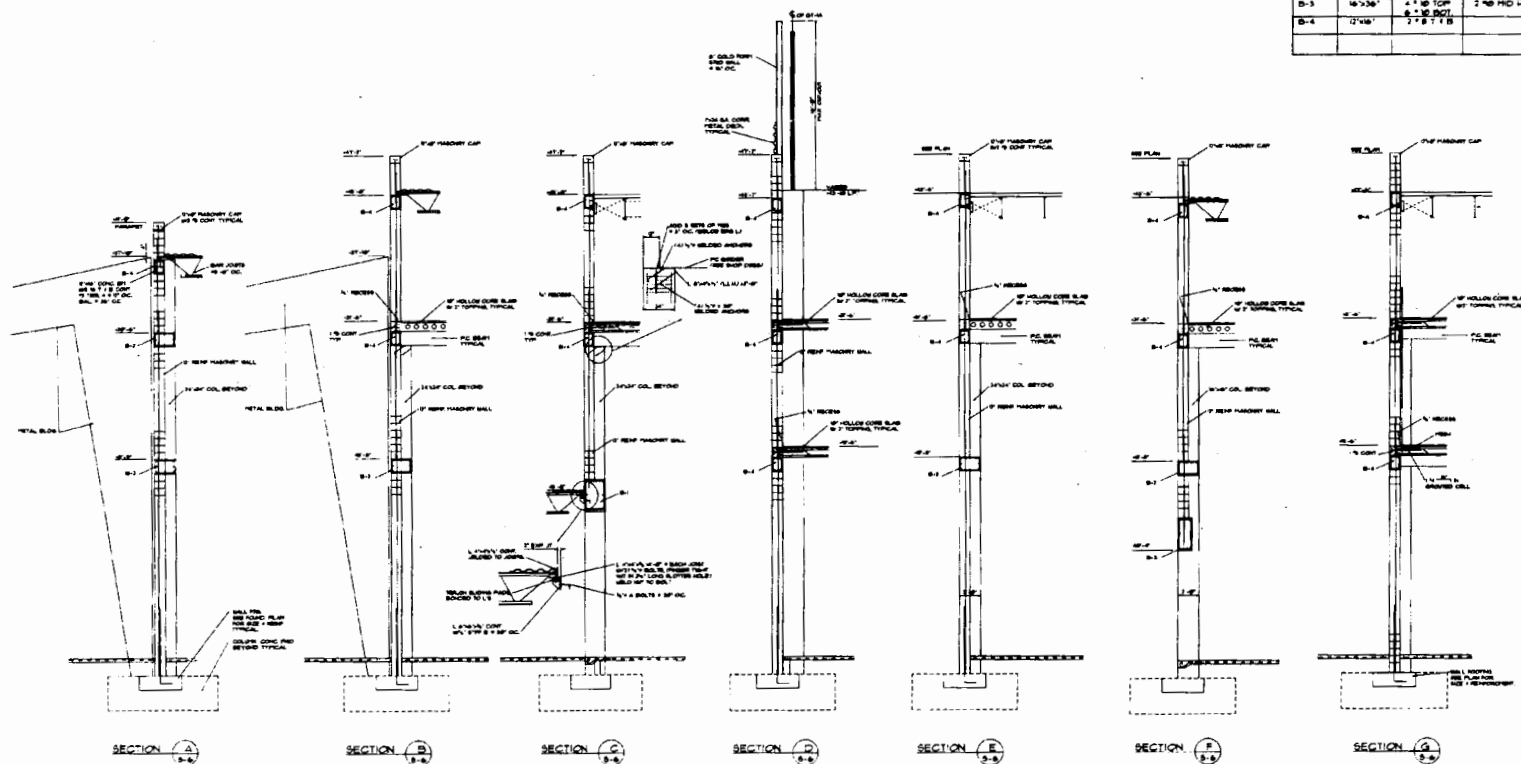
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GIRDERS 'GT-2' & 'GT-3'

GIRDERS 'GT-1A'

EXHIBIT F DESIGN CRITERIA PACKAGE

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MARK	SIZE	REIN	REMARKS	TIES
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B-2	24"x36"	4 #10 TOP 8 #10 BOT	2 #6 MID HT.	4 #6 #10 O.C. BAL. #10 O.C.
B-3	18"x36"	4 #10 TOP 8 #10 BOT	2 #6 MID HT.	4 #6 #10 O.C. BAL. #10 O.C.
B-4	12"x36"	4 #10 TOP 8 #10 BOT	2 #6 MID HT.	4 #6 #10 O.C. BAL. #10 O.C.



REVISIONS	
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2	BRISBROOK BEYNON architects
3	K. R. KALLER & ASSOCIATES, P.A.
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5	BY: G.K.
6	DATE: 01-23-98
7	BY: K.R.
8	DATE: 01-23-98
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97	BY: G.K.
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99	BY: K.R.
100	DATE: 01-23-98

EXHIBIT F DESIGN CRITERIA

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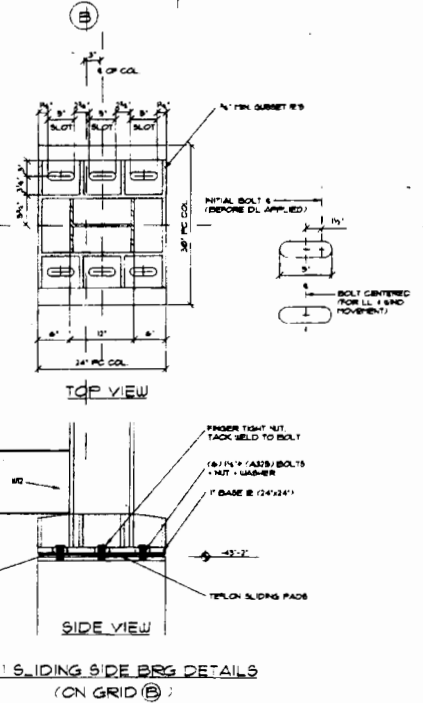
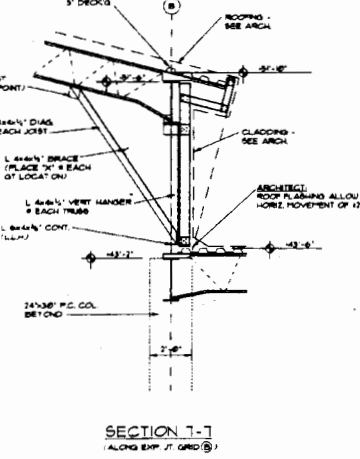
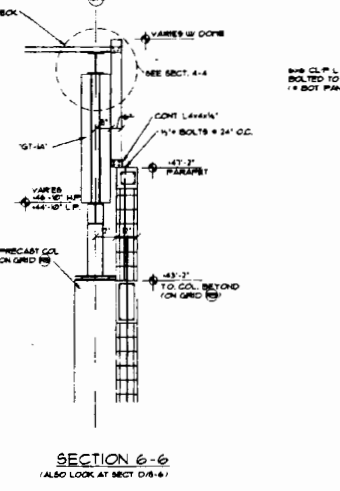
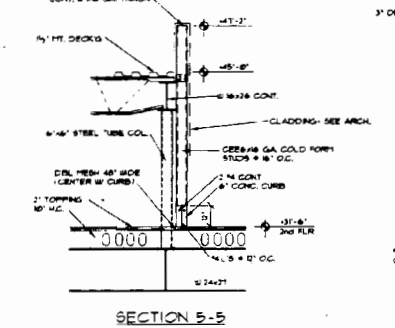
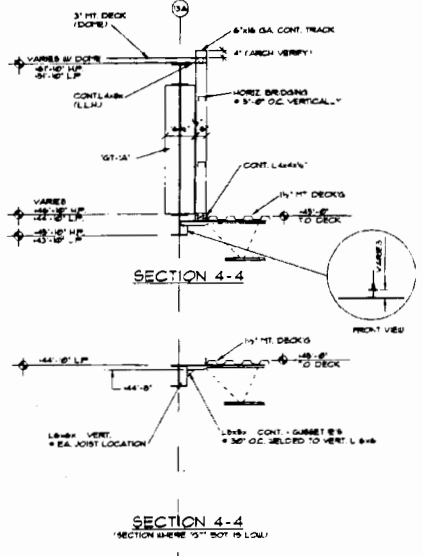
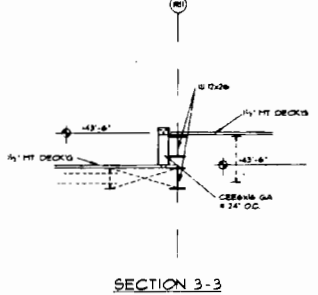
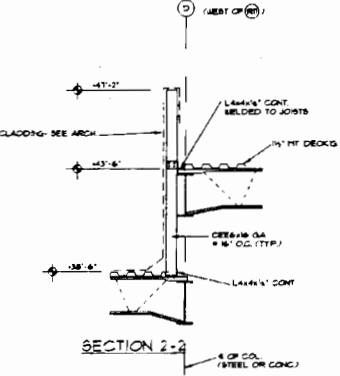
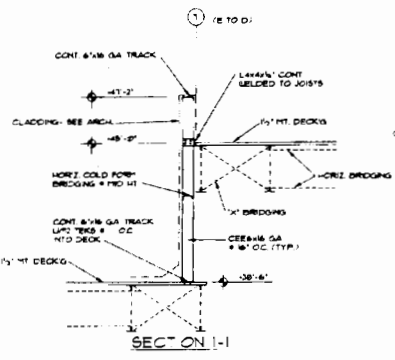
BRISBIN
BROOK
BEYMON
architects

JOSEPH R.
KALLER
ARCHITECTS
PHILADELPHIA, PA.

FORT MYERS
SPORTS CENTER

DATE: 10-7-97
BY: G.K.
CHECKED: 01-25-98

SCALE: 1/8" = 1'-0"
SHEET: 9729
S-7



GT-1 SLIDING SIDE BRG DETAILS
(ON GRID 1)

EXHIBIT F
DESIGN CRITERIA PACKAGE

EXHIBIT 4

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

EXHIBIT F

DESIGN CRITERIA PACKAGE

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).

EXHIBIT F

DESIGN CRITERIA PACKAGE

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>

EXHIBIT F DESIGN CRITERIA PACKAGE

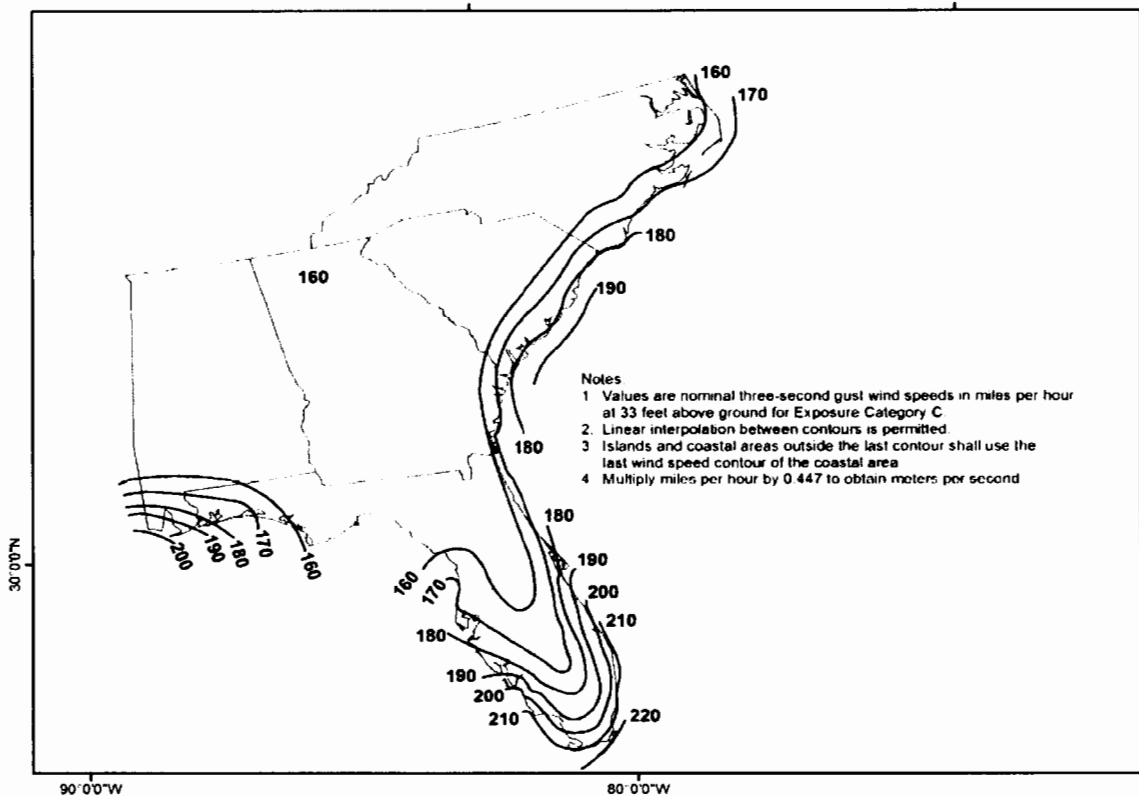
Division of Emergency Management

2018 Statewide Emergency Shelter Plan

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.

EXHIBIT F DESIGN CRITERIA PACKAGE

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

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

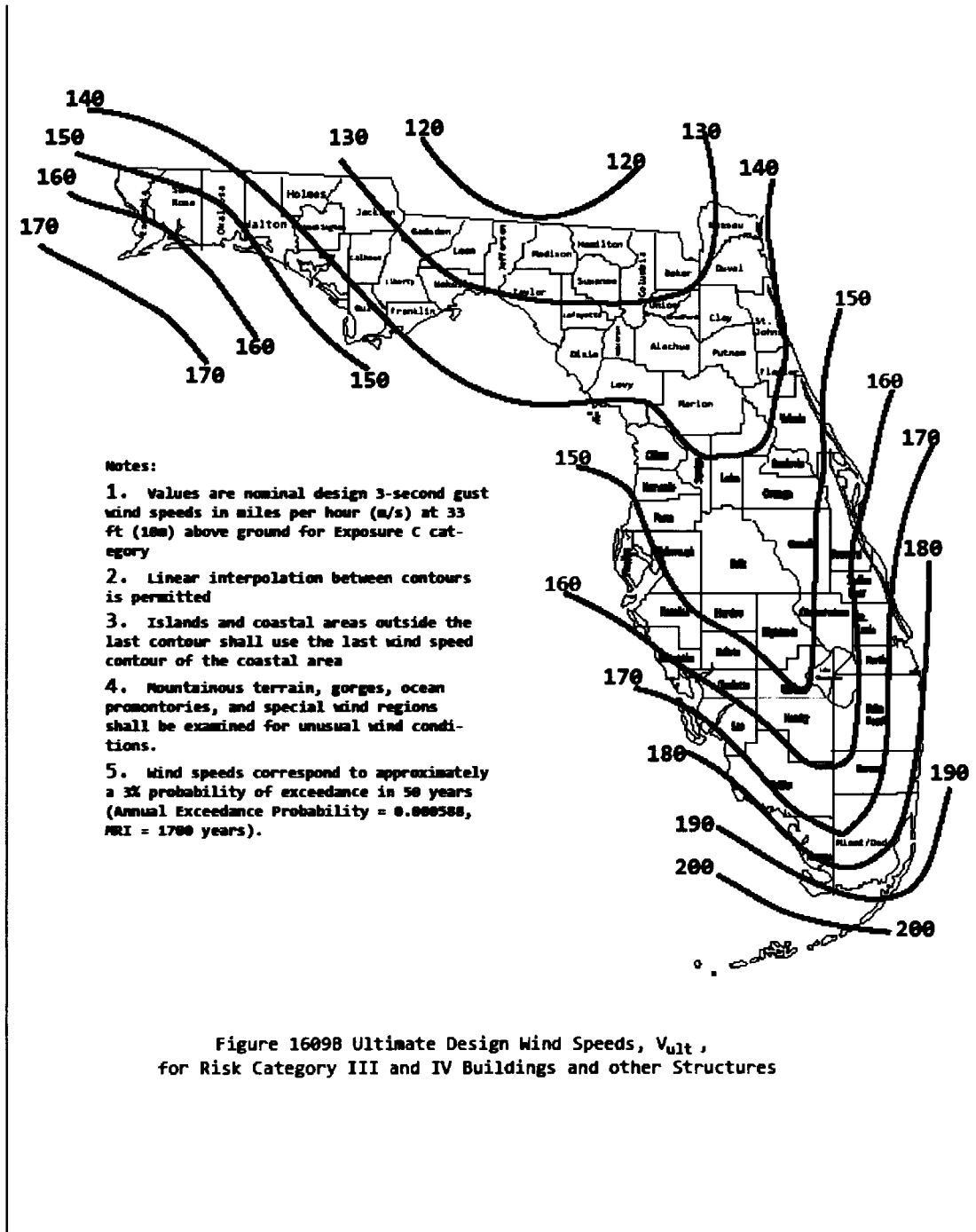


EXHIBIT F DESIGN CRITERIA PACKAGE

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

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)

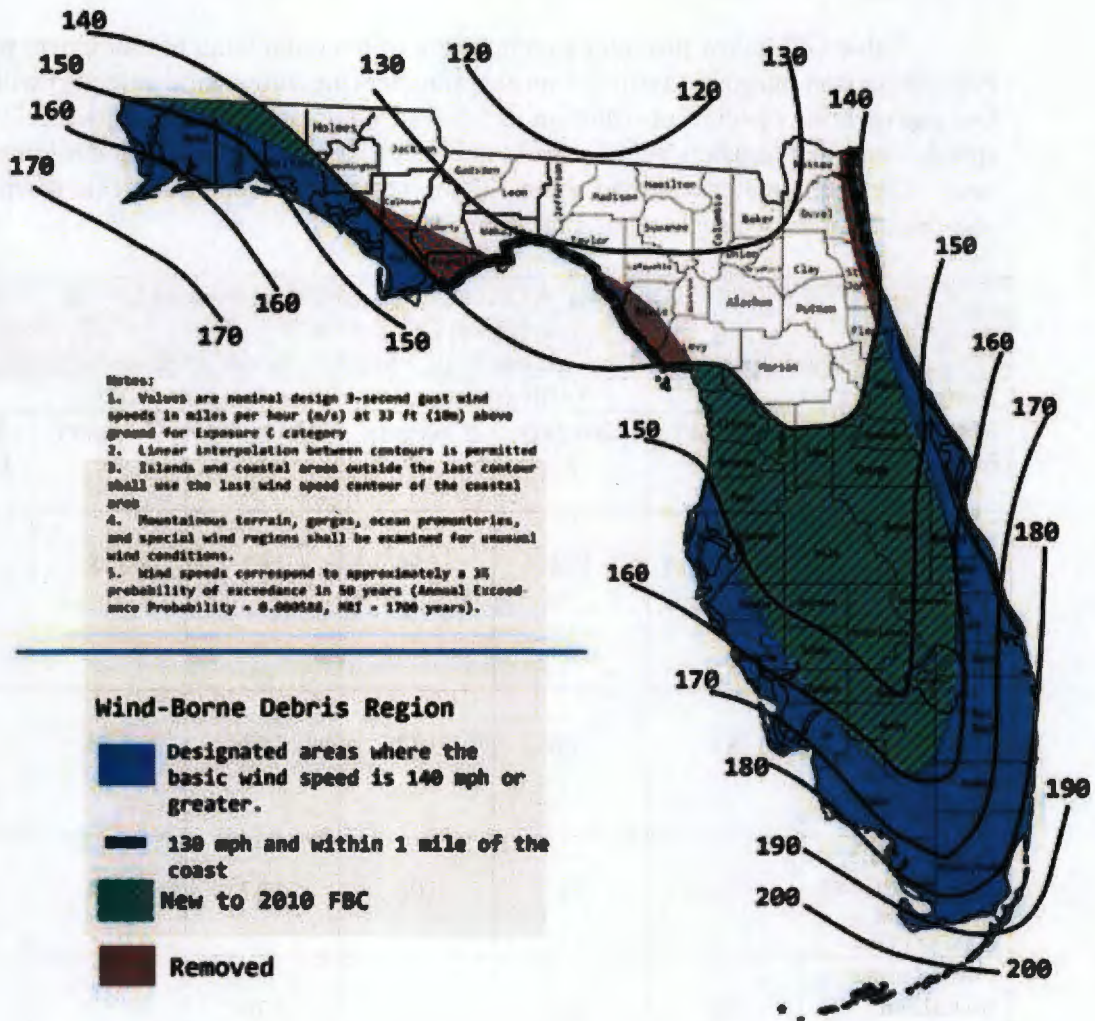


Figure 1609B Risk Category III and IV Buildings and other Structures and Category III healthcare facilities

EXHIBIT F

DESIGN CRITERIA PACKAGE

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

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 Conversion¹ 3-Second Gust (ult), 3-Second Gust (asd), Fastest-Mile and 1-Minute Sustained						
Design Wind Measurement Method	Saffir-Simpson Hurricane Intensity Scale					
	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.

EXHIBIT F

DESIGN CRITERIA PACKAGE

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

Some computer-based SLOSH models are also available, such as SLOSH Display Program version 1.65i. These models list several elevations based upon “hurricane scenario,” which includes storm intensity, forward speed and track. It is not uncommon for a site located in a Category 4 or 5 storm surge zone to be listed as “dry” for all but one or possibly a few scenarios, and could possibly be dry for all scenarios due to elevation of local grade.

The Division’s minimum recommendation for rainfall flood design elevation for EHPA’s is ASCE *Flood Resistant Design and Construction* (ASCE 24) Classification Category IV, Essential Facility. That is, the minimum elevation must be at least two (2) feet above base flood elevation (BFE) or a community’s Design Flood Elevation (DFE), whichever is greater. However, where determined, the lowest habitable EHPA floor elevation should be at or above the 500-year flood elevation.

G.2.4 Certifications. Board and emergency management agencies have often found that it is difficult, if not impossible, to document that a facility was designed and constructed to the EHPA criteria after the passage of time. Construction drawing notes often do not provide the required information, and building officials, design professionals-of-record, constructors, product manufacturers and providers, and other relevant agents move on to other projects. Maintaining a viable record to certify that a facility has been designed and constructed to meet the EHPA criteria is critical.

The following information is needed by emergency managers to document that a facility is an EHPA:

1. Statement that the wind design conforms to the provisions of the Public Shelter Design Criteria, Section 453.25, Florida Building Code with year of revision specified
2. Statement that the building or EHPA, as applicable, is capable of withstanding or exceeding wind loads according to ASCE 7 structural design criteria (this statement is essential for ARC planners)
3. Basic Wind Speed (V), mph
4. Wind Importance Factor (I); if applicable by standard or code in effect
5. Wind Exposure
6. Wind Directionality Factor (K_d)
7. Internal Pressure Coefficient (GC_{pi})
8. Provide documentation that walls, windows, doors, louvers, roofs, skylights, exhaust fans, rooftop air-conditioning equipment and other exterior components comply with ASTM E 1886 and E 1996, SSTD 12 or other applicable performance standards (e.g., FBC High Velocity Hurricane Zone testing protocols TAS 201, 202 and 203, etc.); documentation may include large missile impact product approval notice(s), certified lab test results, etc.
9. Floor plan drawing or image indicating location of EHPA portions of the facility; includes drawing or image indicating the entire facility when applicable

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The documentation can be provided in the form of a certification letter or memorandum, or as a note page within the construction drawings of record. It is requested that the design professionals-of-record sign and seal the certification document(s), and forward the certification to the board, local emergency management agency and Division.

G.2.5 Observations from the 2004 and 2005 Hurricane Seasons. Following the 2004 and 2005 hurricane seasons, federal, state and local building code and mitigation assessment teams observed the types of damages found in the most heavily impacted areas of Florida. In general, the impacted EHPA's performed in a manner similar to other recently constructed light commercial facilities. That is, there were no observed structural failures but improvements were recommended for cladding integrity and weather protection. In particular, roof coverings, light metal exterior wall coverings, soffits and door hardware damage led to rainwater intrusion.

The following is a summary of selected recommendations from the federal Mitigation Assessment Team for critical/essential facilities (which includes shelters):

1. To better ensure adequate performance of shelters, the 40 mph increase in base wind speed should be required and not just "highly recommended."
2. Ensure that appropriate ASCE 7 Exposure Categories are selected during the design process; ensure full wind loads are calculated in open areas (Exposure C) where reductions are not appropriate.
3. The minimum windborne debris impact criteria should be increased from the current SSTD 12/ASTM E 1996 Level D (9 lb 2"x4" @ 34 mph) basic protection to the essential facility Level E (9 lb 2"x4" @ 55 mph) enhanced protection.
4. Assure code compliance through increased enforcement of construction inspection requirements, such as the Threshold Inspection Law.
5. It was recommended that designers calculate loads on building envelope cladding and components (including soffits), roof coverings and roof top equipment and specify/detail adequate attachments to resist the loads. A minimum safety factor of 2.0 is typically recommended. Note that industry or manufacturers' recommendations may be higher than 2.0.
6. For roof coverings, a secondary weather-resistant underlayment is recommended to improve rainwater intrusion protection.
7. Designers should clearly indicate on the construction drawings the area of the facility that was designed to function as the high wind shelter or hardened core area.
8. Perform follow-up inspections every five years or after a hurricane to identify interior moisture damage that may affect the structure or building envelope.
9. It was recommended that designers consider and use guidance found in FEMA P-361 and *Design Guide for Improving School Safety in Earthquakes, Floods and High Winds* (FEMA 424).

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To view the full Hurricane Charley and Hurricane Ivan Mitigation Assessment Team Reports, please see FEMA 488 and 489 at the following web addresses:

<http://www.fema.gov/media-library/assets/documents/905>

<http://www.fema.gov/media-library/assets/documents/2338?id=1569>

Also, FEMA 424 can be viewed at the following web address:

<http://www.fema.gov/media-library/assets/documents/5264>

There was one finding during the 2004 hurricane season that is related to human behavior that could increase the vulnerability of shelters. About forty (40) percent of the sites reported that persons (evacuees, shelter staff and managers, and public safety officials) purposely opened windows and doors during hurricane conditions. The reasons for the openings varied from admittance of late arrivals, to smoking, distribution of food and other supplies, fresh air ventilation, and equipment repairs or maintenance. Buildings are designed to be enclosed structures, and openings of possibly as small as one (1) percent of a building's exterior envelope can cause internal pressures that exceed original design loads. This essentially negates the benefits of any added window, door or other envelope protection.

In less intense storms, such as the conditions experienced by most of the shelters in 2004, the effects caused by the openings were minimal, with occupants experiencing only minor atmospheric pressure changes and a temporary, but pronounced, creaking of lightweight roof decks (e.g., metal). However, when doors were opened on building sides perpendicular to or opposite the windward facing walls, the doors occasionally were pulled open violently by suction forces. This may have damaged some doors making them impossible to re-close, and in one case may have broken a door window pane. For additional findings specific to occupied hurricane evacuation shelters during the 2004 season, please see Chapter 5, Performance of Public Shelters during the 2004 Hurricane Season, of the *2005 Shelter Retrofit Report*.

G.2.6 Roof and Utility Enclosure Rainfall Drainage. The EHPA criteria requires that roof drain systems be sized for normal use (i.e., 100-year, 1-hour rainfall design per FBC—Plumbing, Figure 1106.1), and when applicable also required to have additional emergency overflow capacity. The Division recommends that where drainage confining roof perimeter construction or parapets are present, that secondary (emergency) roof drains or scuppers be designed for an eleven (11) inch, 1-hour rainfall rate. This is about a 10,000-year, 1-hour recurrence rainfall rate for Florida, so a low probability event. A rainfall design rate of 8 inches per hour is also consistent with ICC 500 standards for Florida.

The Division also recommends that utility, mechanical, electric and plumbing equipment enclosures with open or screen roofs provide similar emergency rainfall drainage capacity at or near floor or ground level.

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G.3 Location and Site Requirements

G.3.1 Emergency Access. EHPA's are required to have at least one major means of access for emergency vehicles that is above the 100-year floodplain. However, this requirement may be impractical in some areas due to generally low-lying topography. Therefore, this requirement can be waived by the board with concurrence of the local emergency management agency or the Division. A potential EHPA with access routes below the 100-year floodplain may be subject to isolation due to hurricane rainfall flooding, and should be reviewed as a potential exemption request per section 2.2.1 of this Plan.

G.3.2 Landscaping and Parking. Landscaping around the EHPA must be designed to preserve safety and emergency access. Trees must not conflict with overhead or underground utilities, including electricity, telecommunications, potable and wastewater, natural gas, etc. Trees, utility poles or other tall structures are required to be located to avoid lay-down or impact hazard for the EHPA and its occupants. The Division recommends that trees located within 50 feet of an EHPA be limited to trunk diameters that do not exceed about six (6) inches at maturity. This recommended standoff distance will prevent medium-size trees from inflicting battering damage to EHPA roofs, walls, windows and doors and reduce the potential for entry and egress door blockage.

Trees that exceed 12 inch trunk diameters may cause most of the lay-down impact damage to buildings. Therefore, the Division recommends that trees that typically exceed 12 inches in diameter at maturity should be located with a standoff distance of more than 100 feet from their base to the closest potential impact point of an EHPA's outside perimeter wall; preferably a standoff distance of more than 115 feet. However, due to their relatively greater height potential, pine trees (e.g., Slash, Spruce, Shortleaf, Longleaf, Loblolly, etc.) should be located with a standoff distance of more than 125 feet from the EHPA; preferably a standoff distance of more than 140 feet.

Structures, equipment and other objects within 300 feet of the EHPA's perimeter should be anchored to avoid generating large windborne, falling or roll-over debris. Vehicles must be parked more than 50 feet from the perimeter of the EHPA during hurricane conditions.

G.3.3 Rainfall Drainage. The civil designer may also want to consider the potential for exceptionally high rainfall rates that will exceed normal site drainage design standards. The following are select maximum single-day (24 hour) rainfall records for locations in Florida:

- Pensacola – 11.68 inches
- Crestview – 11.44 inches
- Apalachicola – 10.67 inches
- Tallahassee – 8.86 inches
- Jacksonville – 6.33 inches
- Yankeetown – 38.7 inches (Florida Record)
- St. Petersburg – 15.45 inches
- Tampa – 11.45 inches

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Orlando – 8.19 inches
Melbourne – 27.65 inches
Fort Myers – 9.92 inches
West Palm Beach – 15.22 inches
Miami – 12.56 inches
Key West – 22.75 inches

Other extreme rainfall events of note for the United States:

Alvin, TX (1979) – 43 inches (NWS national record)
Dauphin Island, AL (1997) – 32.5 inches
Hackberry, LA (1962) – 22.0 inches
Americus, GA (1994) – 21.1 inches

During slow-moving large “wet” hurricanes, a 10 to 20 inch or greater rainfall event is possible. The designer should consider the impact that flooded parking lots, overwhelmed storm drains and retention ponds, closed basin ponding, riverine and sheetflow flooding, and dam or reservoir containment failure may have on an occupied EHPA.

An essential performance requirement of hurricane evacuation shelters is that they not be inundated by rainfall flooding. For design purposes, the Division recommends that the EHPA’s civil designer consider the effects of an extraordinary event on the site drainage design. The designer should assume pre-hurricane saturated soil conditions and at-capacity drainage retention structures, then apply a hurricane-caused single-day rainfall event of about 30 inches. This is approximately a point maximum 2,000-year, 24-hour recurrence rainfall rate (1 sq.mi. basin) for most of Florida, so a low probability event.

G.4 Hurricane Evacuation Shelter Capacity

A minimum of fifty percent of the net square feet of certain types of rooms and spaces (referred to as “included spaces”) of new educational facilities are required to be constructed to meet the EHPA criteria. The calculated EHPA capacity is used by board staff, emergency managers and design professionals to determine the shelter occupant capacity and infrastructure-related requirements (potable water, toilets, hand washing sinks, parking, etc.) EHPA’s may be located in a single large room or a combination of rooms, located on one or more floors, and possibly in more than one building. To begin the EHPA capacity calculation process, identify those rooms or spaces that are to be excluded. Section 453.25.3.1, FBC and s. 252.385(4)(b), Fla.Stat. serve as guides for identifying excluded space.

The following is a summary of the excluded spaces:

Excluded Spaces. Spaces such as mechanical, plumbing, electrical, telecommunication and information technology utility equipment rooms, storage rooms and closets, exterior/outside circulation and open corridors, restrooms and

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shower areas, kitchen and food preparation rooms, science rooms and labs, computer and information technology rooms and labs, vocational and industrial technology shop areas and labs, library and media rooms and labs, administrative office and support areas, record vaults, attics and crawl spaces.

Included Spaces. All other rooms and areas not listed as an excluded space.

To determine the net square feet of EHPA floor area, subtract the floor area square feet of excluded spaces from the gross square feet of the facility. The board, with the concurrence of the local emergency management agency or the Division may adjust the list of excluded/included spaces or the formula for calculation of design capacity.

Net usable floor area is defined as follows:

Net Usable Floor Area. Floor area of included spaces reduced to account for partitions and walls, columns, fixed or movable objects, furniture, equipment or other features that under probable conditions cannot be removed or stored during use as a hurricane evacuation shelter.

The following empirical usability factors can be used to determine net usable floor area:

1. Reduce the gross floor area of assembly areas with concentrated furnishings or fixed seating by 50 percent. Examples are auditoriums, amphitheater classrooms, etc. To calculate a room's net usable floor area, multiply gross floor area by a **usability factor (UF)** of 0.50.
2. Reduce the gross floor area of assembly areas with unconcentrated furnishings and without fixed seating by 35 percent. Examples are conference rooms, educational classrooms and skills labs, dining areas, band and music rooms, etc. To calculate a room's net usable floor area, multiply gross floor area by a UF of 0.65.
3. Reduce the gross floor area of assembly areas with open floors and without fixed seating by 15 percent. Examples are gymnasiums, dance floors, exhibition galleries, open multipurpose rooms, interior/inside circulation corridors and areas, etc. Retractable seating is not considered fixed seating. To calculate a room's net usable floor area, multiply gross floor area by a UF of 0.85.

A more comprehensive list of Department of Education room design codes, descriptions and UF is available in Appendix H. Usability factors listed are empirical in that they are based upon large-scale typical conditions. Boards, local emergency management agencies and design professionals may adjust the empirical usability factors to address site-specific conditions.

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The capacity of an EHPA is calculated using 20 square feet per occupant. The FBC formula is as follows:

$$(\text{Gross Floor Area} - \sum \text{Excluded Floor Areas}) / 20 = \text{Occupant Capacity}$$

To calculate occupant capacity based upon net usable floor area, the formula is:

$$\sum (\text{Included Gross Floor Areas} \times \text{UF values}) / 20 = \text{Usable Occupant Capacity}$$

The designer should be aware that SpNS “client” occupant capacity is based upon 60 sq.ft. per client. The 60 sq.ft. includes an allowance for care-givers, medical staff, medical equipment and supplies, and a cot or bed. Therefore, no additional space allowance is required for these personnel, equipment or material.

In an emergency, on a short-term basis during hurricane conditions, the American Red Cross and emergency management officials may temporarily reduce the occupant floor area requirement to 15 square feet per occupant. This emergency contingency measure does not affect the EHPA criteria’s requirement to use 20 square feet per occupant to calculate design capacity.

The designer should be aware that for adults and children with certain access or functional needs support services (FNSS), such as persons that need wheelchairs or scooters, lift equipment, service animal and/or personal assistance services, FEMA recommends a floor space allocation of 100 sq.ft. For design or planning purposes, the larger accessibility accommodation space may apply to one (1) of every 10 occupants. In some cases the 100 sq.ft. may be shared with a caregiver (i.e., 50 sq.ft. for two of 10 occupant spaces). Additional guidance on space layout considerations can be found in Appendix F and at the following web address:

http://www.ct.gov/demhs/lib/demhs/space__layout_considerations.pdf

To estimate the number of design occupants assuming one (1) FNSS space per 10 occupants, the designer can replace the 20 sq.ft. allowance of the EHPA criteria with 28 sq.ft. Assuming that FNSS space is shared by a caregiver, replace 20 sq.ft. with 26 sq.ft. These will reduce the facility’s occupant capacity to account for the additional functional needs space. However, the EHPA criteria do not permit use of the larger design occupant allowance. Therefore, 20 sq.ft. should be used to calculate mechanical, electrical and plumbing related design features.

For planning and guidance purposes only, Table G-2 provides the Division’s recommendations for calculating the number of occupants of both evacuation and extended duration shelter types. The floor area allowances apply to all sizes of shelters from small with design occupants of less than 50 to mega-shelters with thousands of occupants. The allowances also include additional accommodation space for persons needing FNSS. The definitions for the shelter types can be found in Appendix E, Glossary. To use Table G-2 (below), replace the code value of “20” in the Occupant Capacity formula(s) given previously with values shown in Table G-2. The calculated

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occupant capacity will provide the number of occupants with a reduction for FNSS spaces.

As an example, a risk evacuation shelter with a total of 10,000 gross sq.ft. of floor area and 0.85 usability factor, replace the “20” with “26” as follows:

$$(10,000 \times 0.85) / 26 = 326 \text{ occupant spaces}$$

Of the 326 total occupant spaces, two of 10 (or 2:10) are based on 50 sq.ft. each (65 FNSS spaces), and the remaining eight of 10 (8:10) are based on 20 sq.ft. each (261 code minimum/standard spaces).

Table G-2. Florida Shelter Occupant Space Calculation Recommendations with FNSS for Dormitory Areas		
Type of Shelter (Duration of Shelter Occupancy)	Floor Area Minimum Recommendation, average net usable sq.ft.	Floor Area Range, average net usable sq.ft.
General Population		
Risk Evacuation Shelter (0-72 hours)	26	22-46
Host Evacuation Shelter (0-72 hours)	26	26-46
Recovery/Short Term Shelter (72 hours - 2 weeks)	42	42-64
Long Term Shelter (more than 2 weeks)	60	60-82
Special Needs Population		
Risk Evacuation Shelter (0-72 hours)	60	60-82
Host Evacuation Shelter (0-72 hours)	60	60-82
Recovery/Short Term Shelter (72 hours - 2 weeks)	80	80-100
Long Term Shelter (more than 2 weeks)	100	100-120

G.5 Plumbing and Sanitation

It is essential that the EHPA remain a safe and sanitary environment. The plumbing and sanitary provisions of the EHPA criteria are primarily based upon the American Red Cross's *Mass Care Standards and Indicators, Version 011-072209* (Mass Care Standards). Mass care Standards requires that emergency shelters, regardless of cause(s) necessitating their need, provide a minimum level of service.

In general, support systems for toilets, sinks and other essential water distribution and disposal systems are required to be capable of supplying water and containing waste for the design capacity of the EHPA. Plumbing and valve systems of toilets and sinks within the EHPA may be designed for conversion to emergency operation to meet the required demand. The method selected to achieve the required level of performance is at the discretion of the board, design professionals and emergency management agencies.

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It should be noted that EHPA plumbing and sanitation design requirements should not be reduced for pre-designated SpNS facilities. SpNS client capacity is calculated based on 60 sq.ft. per client instead of the 20 sq.ft. used for the general population. This may give the appearance of a reduced design load for critical support systems. However, the 60 sq.ft. includes an allowance for care-givers and the additional medical service staff necessary for operating the shelter. Therefore the plumbing and sanitary systems must be designed to accommodate a loading condition similar to that found in general population shelters.

G.5.1 Potable Water. Neither the EHPA criteria nor Mass Care Standards specify a minimum potable water requirement. ICC 500 design standards require a minimum of one (1) gallon of potable water per person for all uses (i.e., drinking water, hygiene, food preparation, etc.) The Division doesn't recommend a potable water design of less than one (1) gallon (3.8 liters or 0.133 cubic feet) per person for all uses. A minimum of two quarts (1/2 gallon or 2 liters) per person should be for drinking water purposes. As an example, an EHPA with a design occupant capacity of 250 persons (includes both evacuees and management staff) will require a minimum of 250 gallons (950 liters or 33.3 cubic feet) of potable water. This is a relatively small quantity of water if it must be extended for more than 24 hours, so conservation measures are recommended (i.e., identify and provide access to sources for clean non-potable water for toilet flushing and certain other hygiene activities, etc.)

Both the shelter environment (temperature and humidity) and physical condition/health of evacuees (e.g., age, diet, medications, pregnancy/ nursing, etc.) can significantly affect drinking water needs. Table G-3 can be used as a guide to estimating minimum drinking water needs as shelter temperatures rise. A potable water design of 3 to 7 gallons per occupant per day may be more appropriate.

Table G-3. Estimate of Minimum Daily Drinking Water Needs in Unconditioned Shelters			
Shelter's Daily Mean Temperature, °F	Daily Drinking Water Needs¹, quarts (liters)		
	Normal Demand (normal activity or at rest)	Moderate Demand (moderate work load)	High Demand (hard work load)
70 °F	2 (1.9)	3 (2.8)	5 (4.7)
80 °F²	3.5 (3.3)	5 (4.7)	7.5 (7.1)
90 °F³	6 (5.7)	8.5 (8.0)	11.5 (10.9)
100 °F⁴	8.5 (8.0)	12 (11.4)	15 (14.2)
¹ - Source: <i>Medical Aspects of Harsh Environments, Volume 1</i> , 2001, Chapter 1 Introduction to Heat-related Problems in Military Operations, Figure 1-3			
² - Caution: 80 - 90°F Fatigue possible with prolonged exposure			
³ - Extreme Caution: 90 - 105°F Heat exhaustion possible with prolonged exposure			
⁴ - Danger: 105°F or higher; Heat stroke possible with prolonged exposure			

The potable water can be provided by on-site wells or water treatment package plants, stored in a permanent flow-through tank, or less preferably, stored in temporary containers or bladders. Temporary systems will be infrequently used (possibly less than

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once a year) they will require regular maintenance to ensure operational viability. Large volume tanks must also be monitored to assure sufficient chlorine residual. Systems that rely on pumps or other electro-mechanical equipment or devices will require a back-up power supply.

In some circumstances, an alternative to large volume tank storage, and its associated plumbing and valve systems, is on-demand delivery of potable water. If this approach is used, the EHPA will need a delivery and protected storage area for the bulk water. This approach has significant benefits and drawbacks. The benefits are minimal (or no) construction costs associated with this approach, and there are no recurring maintenance or contamination concerns. The drawbacks are logistical and financial: who is going to be responsible for ordering, receiving, distributing, paying for, and if necessary, disposing of the water in time of need? These issues are not show-stoppers, but require a written agreement to assure operational viability.

G.5.2 Toilets and Sinks. The EHPA criteria require one (1) toilet and one (1) sink per 40 occupants of design capacity. The toilets and sinks can be fixed units incorporated into the EHPA during design and construction, or less preferably portable/temporary toilets and hand washing facilities. The EHPA required toilets and sinks are not in addition to those required for normal school occupancy, and are to be included in the overall facility fixture count. Generally there are sufficient quantities of toilets and sinks required for normal school occupancy capacity to meet the EHPA requirement. The designer will need to consider placement of the fixtures such that the needs of both the normal school occupancy and the EHPA are served.

EHPA required toilets and sinks must be available (or reachable) from within the protected area, or must be available via a protected passageway that meets the EHPA criteria. Portable chemical toilets may also require separation from occupied spaces and circulation of fresh air. Also, consider how a portable toilet will be delivered, serviced and removed from the facility. This may require a larger door opening than normal and the use of removable door frame mullions.

For adults with certain access or functional needs, low-profile toilets, sinks and grab bars installed in elementary classroom water closets and toilet rooms may be inadequate. The Division recommends that the designer incorporate permanent or adaptive structural and fixture size elements that can safely and expediently accommodate adults with functional or access needs. The adult toilets may also be incorporated into the design by adding adult restrooms into EHPA floor plan.

The American Red Cross' *Mass Care Standards and Indicators* (Mass Care Standards) recommends that on average there be one toilet and hand washing sink per 20 persons.

G.5.3 Showers. Given that the EHPA criteria assume only an 8-hour occupancy, normal shower requirement can be relaxed. Therefore, showers are not an EHPA code requirement. However, boards and design professionals should consider that in a post-

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hurricane recovery environment, Mass Care Standards normally require one (1) shower per 25 occupants.

G.5.4 Wastewater. The EHPA criteria require that the plumbing system be capable of containing (or otherwise disposing of) the wastewater generated by the design capacity occupant load. During the 2004 and 2005 hurricane seasons, about 30 percent of occupied hurricane evacuation shelters experienced wastewater/sewage back-up into the facility. It is critical that wastewater be prevented from backing up into the EHPA. This can be accomplished through installation of storage tanks, a wastewater treatment package plant, or other suitable measure.

For those facilities with an on-site wastewater lift station, the lift station reservoir can be sized to meet the storage requirement. The lift station reservoir must be set at a lower elevation than the EHPA to prevent back-up of wastewater into the shelter area. The lift station should also be equipped with a standby back-up power system to support drainage into the local utility system. As a contingency, the stored wastewater can be drained and properly disposed of by a mobile pump unit.

Instead of a tank, an alternative is to utilize the waste drain pipe as the storage container. In this method, the pipe is over-sized to accommodate the required volume of waste on the facility side of the back-flow preventer. Wastewater and sewage back-up is normally caused by continued disposal (or flushing) of wastewater into the drain pipe system after the utility side back-flow preventer has closed; the drain pipe has insufficient capacity for continued use. With an over-sized drain pipe, the waste is stored in the pipe until the utility system is restored. A drainage connection or fixture should be incorporated into the drain pipe to accommodate expedient drainage and proper disposal by a mobile pump unit.

The Division recommends that the wastewater system design be based upon a ratio of 1.5 gallons wastewater for every gallon of potable water. In addition to the basic potable water design volume, the 1.5:1 ratio provides extra capacity for solid materials and introduction of non-potable water into the system (e.g., toilet flushing). Thus, based upon a minimum recommended potable water load of 1 gallon per occupant, the minimum recommended wastewater capacity is 1.5 gallons (0.2 cubic feet) per occupant. The Division recommends that the reservoir capacity be based upon a 24-hour design occupant capacity instead of the 8-hour design capacity (i.e., 3 to 5 gallons per occupant instead of 1 gallon). As an example, an EHPA with a design occupant capacity of 250 persons (includes both evacuees and management staff) will require a minimum wastewater storage capacity of 1,250 gallons (166.7 cubic feet).

G.5.5 Garbage Disposal. The Division recommends that janitorial service areas be located within the EHPA, and provisions be considered for temporary storage or disposal of solid wastes and garbage. Mass Care Standards recommends one (1) 30 gallon waste receptacle/container with lid and trash bags for every 10 persons.

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G.6 Electrical Standby and Emergency Power System

Back-up and emergency power provisions are an important feature for hurricane evacuation shelters. Utility electrical power can be disrupted for a few hours to several days (or possibly weeks) following arrival of hurricane conditions. During a utility electrical power outage, EHPA's must remain a safe and sanitary environment. Life-safety systems must continue to function, minimal lighting must be provided to support safe movement, security and emergency egress needs, and adequate ventilation provided to maintain a habitable environment.

At a minimum, the EHPA criteria require installation of an standby electrical power system with an outlet for coupling to a back-up portable generator. The EHPA criteria do not require installation of a permanent electrical power generator, but rely on emergency battery power and "pre-wiring" the facility's electrical system to accept expeditious and safe installation of a compatible portable generator. Therefore, the minimum EHPA requirement relies upon on-demand delivery of a compatible electrical power generator. If the on-demand approach is used, the EHPA will need a protected storage area for the generator.

The on-demand approach has significant benefits and drawbacks. The benefits are reduced initial construction costs, minimal recurring maintenance expenses and no fuel-degradation concerns. The drawbacks are logistical and financial: who is going to be responsible for ordering, receiving, installing, maintaining, refueling, redeploying and paying for the generator in time of need? Very few, if any, boards or local government agencies possess an adequate quantity of compatible portable generators to meet EHPA requirements. Also, state and federal agencies do not normally deploy portable emergency power generators until at least 24 hours after impact by hurricane conditions, and in many cases it may be more than 72 hours. These issues are not show-stoppers, but require emergency power provisions be included in board and local facilities and emergency operations plans (and possibly a written agreement) to assure operational viability.

Boards and design professionals must note that state and local emergency management agencies are under no statutory or code obligation to provide portable emergency generator(s) for EHPA's. Boards and design professionals are responsible for developing an appropriate EHPA emergency power capability to maintain a safe and sanitary environment for at least the required 8-hour minimum design occupant capacity.

For facilities that are pre-designated to serve as SpNS facilities, the Division strongly recommends that the standby emergency power system be designed to accommodate additional branch circuits to support medical equipment, refrigeration of medical supplies and air-conditioning of client occupied areas. These special requirements may exceed basic EHPA design criteria, but post-construction retrofitting to accommodate these requirements is often difficult and costly. The Division strongly encourages the designer to coordinate with local emergency management and county health department staff when designing a facility that is pre-designated as a SpNS.

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G.7 Emergency Management Considerations

G.7.1 Shelter Manager's Office. The EHPA criteria require that an administrative office be identified for shelter management use and included within the EHPA. The office is required to have provisions for standby power, lighting, communications, main fire alarm control panel and storage for the manager's equipment. Communications may include both internal (within the EHPA) and external (to outside shelter support agencies) communications.

The EHPA criteria do not specify a minimum floor area requirement for shelter management needs. ARC 4496 recommends that shelter management functions be based upon a minimum of 40 square feet per staff person. Therefore, the Division recommends that the shelter manager's office be a minimum of 40 square feet of net floor area, and an additional 40 square feet per assistant manager(s), communications person(s) and equipment storage. As an example, assuming the shelter manager and assistant manager occupy a single office area with equipment storage, the shelter manager's office should have about 120 net square feet of floor area (i.e., 40 sq.ft. x 3 management functions = 120 sq.ft.) The communications person(s) may be located in adjacent spaces.

G.7.2 Signage. A sign with a floor plan drawing or image indicating the EHPA's location and perimeter boundaries or limits is required to be mounted in the shelter manager's office.

G.7.3 Food Service. The EHPA criteria states that "where feasible, include counter tops for food distribution functions in the EHPA's." Mass Care Standards requires that emergency shelters have a feeding area and a means of storing, preparing and distributing food (and concurrently drinking water). Ideally, for sanitation purposes, emergency managers and shelter support agencies prefer to have feeding-related areas separate from general population areas. However, to maximize utilization of the EHPA's floor area during hurricane conditions, this preference can be relaxed and feeding areas occupied by a shelter population.

Mass Care Standards normally requires 2,000 Calories per person per day (about three pounds of unprepared food). However, on a temporary basis, a hurricane evacuation shelter's feeding services can be relaxed. For design purposes, the EHPA planning assumption is 8-hours, or one-third (1/3) of a day. Therefore, at a minimum the Division recommends that boards and design professionals plan for distribution of about one-third of the ARC's daily requirement, or about 667 Calories (about one pound per person). This minimum feeding requirement can be met via "bag lunches" or heavy snacks. As an example, an EHPA with a design occupant capacity of 250 persons (includes both evacuees and management staff) should have a minimum of 250 pounds of food. Given that bag lunches and one-quart containers of bottled water can be distributed from a movable table (or straight out of bulk delivery boxes or containers), a fixed counter top may not be required; thus the "where feasible" preface in the code.

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G.7.4 Supplemental Space Allocations. Ideally, in addition to shelter management space needs, adequate space should be set aside within the EHPA for registration, emergency medical care, safety and fire considerations, janitorial services and sanitation. For post-hurricane recovery shelter operations, Mass Care Standards also recommends addition of space for storage of bulk food and supplies, food preparation and feeding, separate rooms for general population, elderly and families with small children, sleeping areas, recreation, and possible storage of occupants' belongings.

G.7.5 Parking. EHPA vehicle parking areas may be paved or unpaved, but must be located more than 50 feet from perimeter of the EHPA. This doesn't apply to temporary emergency vehicles, occupant/client or supply drop-off parking that will be cleared out during hurricane conditions.

G.8 Americans with Disabilities Act Shelter Requirements. The Americans with Disabilities Act (ADA) requires that public shelters provide equal access and service to all persons. For guidance reviewing accessibility of existing facilities as emergency shelters please see Appendix L.

Additional guidance can be found in *Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters* (FEMA, November 2010), which can be found at the following web address:

http://www.fema.gov/pdf/about/odc/fnss_guidance.pdf

G.9 Comparison of Florida's EHPA to the International Code Council's ICC 500
The ICC 500 was published in August, 2008 and updated October 2014. Florida's EHPA code provisions were considered during preparation of ICC 500 so there are many design consistencies between them. However, the objective of the ICC storm shelter committee was to ensure a high-degree of safety and broader occupancy requirements. Therefore, wind design provisions are based on a near-ultimate hurricane event. Table G-4 provides a limited comparison of Florida's EHPA criteria and ICC 500.

Table G-4. Comparison of Florida Building Code's Public Shelter Design Criteria (EHPA) and the International Code Council's ICC 500 Hurricane Shelter Standard		
Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
2017 Florida Building Code—Building References	Section 453.25	Section 423
Design Occupancy Period	8 hours	24 hours
Net Usable Floor Space per Occupant	20 sq.ft. all adults and children five years or older	20 sq.ft. for standing, seated or wheelchair; 40 sq.ft. for bedridden

EXHIBIT F

DESIGN CRITERIA PACKAGE

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

Table G-4. Comparison of Florida Building Code's Public Shelter Design Criteria (EHPA) and the International Code Council's ICC 500 Hurricane Shelter Standard		
Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
Sanitary Facilities	Toilets 1:40 Handwashing 1:40	Toilets 1:50 Handwashing 1:100
Potable Water Capacity, minimum quantity	No Capacity Given	1 Gallon per Occupant
Waste Water Capacity, minimum quantity	No Capacity Given	1.5 Gallons per Occupant
Flood Design Criteria	ASCE 7 and ASCE 24	ASCE 7, Section 5 and ASCE 24
Storm Surge Flood Elevation (if applicable)	EHPA must be located outside Category A, B and C evacuation zones.	No limitation on location inside a hurricane evacuation zone. Lowest shelter floor slab must be elevated above the maximum modeled hurricane category, including coastal wave effects (i.e., Category 5 hurricane for Florida).
Inland Rainfall Flooding	ASCE 24, Risk Category IV Classification. Floor slab of lowest finished floor must be elevated above base flood elevation (BFE) plus two (2) feet or local design flood elevation (DFE), whichever is higher.	Lowest floor slab of occupied shelter must be elevated to the higher of the following elevations at the site: 1) flood having 0.2% annual chance; 2) flood elevation of the highest recorded flood if no flood hazard study in the area; 3) hurricane storm surge/see design criteria above; 4) minimum flood elevation of the lowest floor required by the authority having jurisdiction; and, 5) two (2) feet above 1% annual chance.
Rain Loads and Drainage	FBC (100-year recurrence interval for both normal and emergency overflow; no additional rainfall rate capacity provided)	ICC 500, Section 303.1 (100-year recurrence interval plus 3 inches per hour normal drains, and 100-year plus 6 inches per hour for secondary/emergency overflow; ranges from total of 10.3 to 11 inch emergency overflow capacity for Florida)
Hurricane Wind Load Design	ICC 500	ASCE 7 with design wind speeds per ICC 500 Chapter 3
Minimum Design Wind Speed	ICC 500	ICC 500 Hurricane Wind Speed Map (10,000 year recurrence)

EXHIBIT F DESIGN CRITERIA PACKAGE

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

Table G-4. Comparison of Florida Building Code's Public Shelter Design Criteria (EHPA) and the International Code Council's ICC 500 Hurricane Shelter Standard		
Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
Importance Factor, <i>I</i>	Not Applicable	Not Applicable
Directionality Factor, <i>K_d</i>	ICC 500	1.00
Optional Increase in Design Wind Speed	Not Applicable	Not Applicable
Exposure Classification	ASCE 7	ASCE 7 Exposure C (Exposure B may be applied to MWFRS in certain situations)
Enclosure Classification	ASCE 7	ASCE 7 with largest door or window on each side individually considered an opening (breach)
Load Combinations	ASCE 7	ASCE 7 with ICC 500 Section 304 provisions
Building Enclosure Missile Impact Criteria (all exterior surfaces)	FBC	ASTM E 1886 and E 1996 with modifications (large missile: 9 lb 2x4 Vertical Surface=0.5*Design Wind Speed, and Horizontal Surface=0.1*Design Wind Speed)
Impact Testing Procedures	ASTM E-1886 and ASTM E-1996 or SBC/SSTD 12	ASTM E 1886 or E 1996 as modified by ICC 500 Chapter 8
Weather Protection (rainwater intrusion)	Exterior envelope and air intakes/vent assemblies must meet design wind loads; Roof covering to be specified and designed to meet wind uplift forces and meet ASTM and Factory Mutual Standards	All exterior components and cladding assemblies and roof coverings must be designed and installed to meet design wind loads
Fire Separation	Applicable Code	Applicable Code or 2-hour fire resistance rating of walls/assemblies, whichever is greater, that separate shelter areas from the host building
Natural Ventilation	S. 453.13.8.1, FBC—Building (5 % of internal floor area as net free open area equivalent in exterior walls of rooms on perimeter of building, with exceptions)	12 net sq.in. of vent area openings per occupant

EXHIBIT F

DESIGN CRITERIA PACKAGE

Division of Emergency Management

2018 Statewide Emergency Shelter Plan

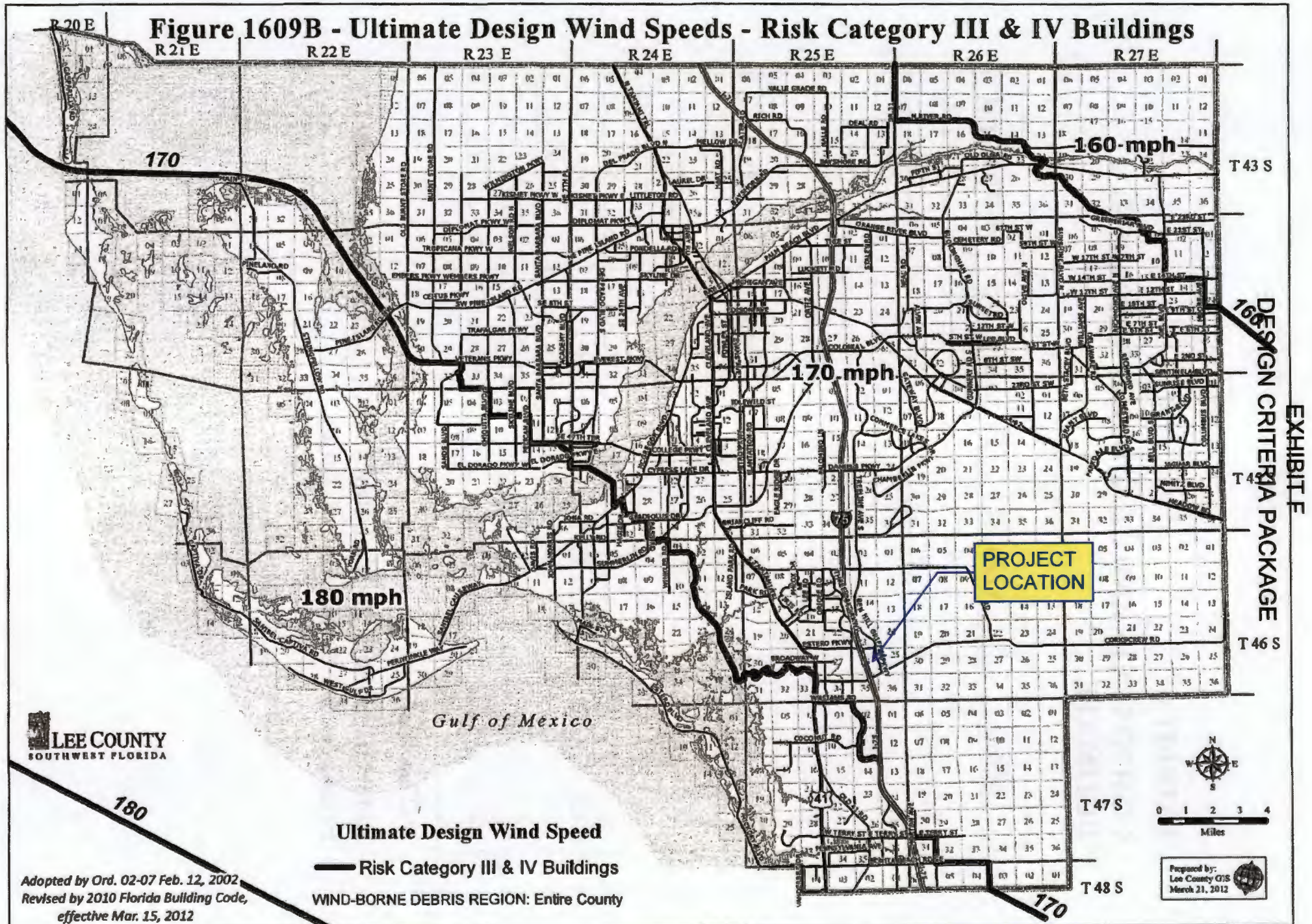
Table G-4. Comparison of Florida Building Code's Public Shelter Design Criteria (EHPA) and the International Code Council's ICC 500 Hurricane Shelter Standard		
Design Criteria	2017 FBC—Building (5th Edition), EHPA	ICC 500—2014, Hurricane Provisions
Mechanical Ventilation	2 cfm per sq.ft. of EHPA floor area	Ventilation rate determined by applicable building code for normal use of space (typically 15 cfm per occupant)
Emergency Lighting	FBC	1 foot-candle (11 lux)
Standby Lighting	10 foot-candle (110 lux)	10 foot-candle (101 lux)
Standby and Emergency Power System(s), minimum loads	Required; minimum loads: emergency lighting, illuminated exit signs, fire protection, alarm and sprinkler systems, ventilation for health/safety purposes, and four (4) electrical receptacles in shelter manager's office	Required; minimum loads: critical branch lighting and life safety systems, and select HVAC circuits as required by authority having jurisdiction
Standby Electric Power System, optional loads	1. Remainder of the school's campus security lighting (building and site); 2. Additional ventilation circuits; 3. Intercom system; 4. Food storage equipment; 5. Additional electric receptacles; and 6. Additional non-life safety systems deemed necessary by local officials for health, welfare and safety of the public during occupancy	Not Applicable
Permanently installed Standby Electric Generator	Not Required	Not Required
Special Inspections	EHPA's are designated "threshold buildings" and subject to special structural and electrical inspections	Community shelters are subject special inspections and structural observations
Peer Review	Not Required	Construction documents for community shelters with design occupancies greater than 50 are subject to peer review

EXHIBIT F
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EXHIBIT 5

**FIGURE 1609B-ULTIMATE DESIGN WIND SPEEDS-RISK
CATEGORY III & IV BUILDINGS AS ADOPTED BY LEE COUNTY**

Figure 1609B - Ultimate Design Wind Speeds - Risk Category III & IV Buildings



**EXHIBIT F
DESIGN CRITERIA PACKAGE**

EXHIBIT 6

**COMPONENTS AND CLADDING PRESSURES -
ULTIMATE**

Zone	Area, sf	Pressure, psf	Suction, psf
f Field 1	10	22.8	-56.1
	50	19.5	-52.8
	100	18.1	--51.4
f Edge 2	10	22.8	-94.2
	50	19.5	-70.9
	100	18.1	-60.9
Corners 3	10	22.8	-141.7
	50	19.5	-70.9
	100	18.1	-60.9
l Field 4	10	51.4	-55.6
	20	49.1	-53.4
	50	46.1	-50.4
Corners 5	10	51.4	-68.4
	20	49.1	-63.9
	50	46.1	-57.9

a=22.8 feet

**Reference ASCE 7-10, Table 30.7-2, C&C Wall and Roof
Pressures for definitions of Zones**

EXHIBIT F
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EXHIBIT 7A
ROOF CARE MAINTENANCE PLAN 2018 FOR
GERMAIN ARENA, BY WEST COAST FLORIDA
ENTERPRISES, INC.

EXHIBIT F
DESIGN CRITERIA PACKAGE

West Coast
Florida Enterprises, Inc.



Roof Care Maintenance Plan 2018
For
Germain Arena



11000 Everblades Parkway
Estero, FL 33928

WEST COAST FLORIDA ENTERPRISES, INC.

West Coast Roofing and Waterproofing - Structural Injection Systems - Collier County Roofing
8090 Supply Drive, Fort Myers, FL 33912 * 239-433-9777 * 239-433-9778 Fax
www.westcoastFLenterprises.com * www.structuralinjectionsystems.com * www.colliercountyroofing.com

**EXHIBIT F
DESIGN CRITERIA PACKAGE**

West Coast
Florida Enterprises, Inc.



8090 Supply Drive • Fort Myers, FL 33912 • (239) 433-9777
Fax (239) 433-9778 • Website: www.westcoastFLenterprises.com

Annual Roofing - Maintenance Inspection Checklist

NAME: <u>Germain Arena</u>	DATE: <u>06/12/2018</u>
ADDRESS: <u>11000 Everblades Parkway</u>	INSPECTOR: <u>Bill Fortin</u>
CITY: <u>Estero</u>	
SECTION: <u>Main roof</u>	SQ FT: _____
MEMBRANE: <u>Firestone PVC Installed 1998</u>	

ITEM	CONDITION			DESCRIPTION
	OK	Minor	Major	
1. REGULAR MAINTENANCE				
a) Pitch Pans				Does not apply
b) Caulking		✓		
2. ROOF CONDITION				
a) General Appearance				
i) Ponding Water	✓			
ii) Debris	✓			
iii) Physical damage			✓	Holes and cuts
b) Surface Condition				
i) Bare Areas				Does not apply
ii) Aligating / Cracking		✓		
iii) Other			✓	Temp repairs
c) Membrane Condition				
i) Blistering				Does not apply
ii) Splitting	✓			
iii) Ridging / Wrinkling		✓		
iv) Fishmouthing				Does not apply
v) Fastening			✓	Rusted and loose fasteners
vi) Shrinkage		✓		
vii) Open Lap's			✓	Throughout the roof system
d) Drains				
i) Clear				Does not apply
ii) Cages				Does not apply
iii) Rings				Does not apply
iv) Bolts				Does not apply

EXHIBIT F

3. FLASHINGS				
a) Roof Perimeter				
i) Deterioration		✓		
ii) Punctures			✓	Holes and cuts
iii) Attachment			✓	Loose fasteners
iv) Blisters				Does not apply
v) Open Laps			✓	
vi) Fasteners			✓	
b) Counterflashing / Termination				
i) Damage				Does not apply
ii) Fasteners				Does not apply
iii) Caulking				Does not apply
iv) Rusting				Does not apply
v) Other				Does not apply
c) Coping				
i) Damage				There is no coping on roof
ii) Fasteners				Does not apply
iii) Caulking				Does not apply
iv) Rusting				Does not apply
v) Other				Does not apply
4. PENETRATIONS				
a) Curbs / Penetrations				
i) New Penetrations				There are no penetrations on roof
ii) Open Laps				Does not apply
iii) Punctures				Does not apply
iv) Fastening				Does not apply
v) Caulk / Clamps				Does not apply
vi) Other				Does not apply
b) Equipment Housings				
i) Counterflashing				Does not apply
ii) Physical Damage				Does not apply
iii) Caulking				Does not apply
iv) Other				Does not apply
c) Equipment Operation				
i) Drainage / Spillage				Does not apply
ii) Excessive Traffic	✓			
iii) Other			✓	Temp repairs
5. EXPANSION JOINTS				
a) Open Joints				There are no expansion joints on roof system
b) Punctures				Does not apply
c) Fasteners				Does not apply
d) Other				Does not apply

NOTES: East edge of roof has temporary repairs from Irma. Major damage to exterior wall of building. Temporary repairs throughout the roof system.

EXHIBIT F

DESIGN CRITERIA PACKAGE
HURRICANE PREPAREDNESS CHECKLIST

BUILDING NAME:	Germain Arena	DATE:	06/12/2018
BUILDING ADDRESS:	11000 Everblades Parkway	SECTION:	Main roof

ITEM	OBSERVATIONS			DESCRIPTION
	OK	Minor	Major	
A. HVAC / PLUMBING / ELECTRICAL				
(1) Units attached / strapped				Does not apply
(2) Units door panels intact				Does not apply
(3) Vent hoods secured				Does not apply
(4) Condensation lines secured				Does not apply
(5) Duct work secured				Does not apply
(6) Conduits secured				Does not apply
(7) Satellite dishes secured				Does not apply
B. SHEET METAL AND TRIM				
(1) Coping secure				Does not apply
(2) Gravel stop secure			✓	Metal was blown off on east end of roof
(3) Gutters secure	✓			
(4) Downspouts secure			✓	
(5) Exterior siding / trim secure			✓	Metal was blown off in hurricane and has not been replaced
(7) Counterflashing secure				Does not apply
C. ROOF DRAINAGE				
(1) Roof drains functioning				There are no roof drains - only gutters
(2) Roof drains clear				Does not apply
(3) Roof scuppers clear				Does not apply
(4) Gutters clear	✓			
(5) Downspouts clear	✓			
D. ROOF MEMBRANE				
(1) Seams secure			✓	
(2) Insulation shifting			✓	
(3) Punctures / tears			✓	
(4) Perimeter securement			✓	
E. MISCELLANEOUS ITEMS				
(1) Debris	✓			
(2) Plumbing vents				Does not apply
(3) Vents / stacks / colars / caps				Does not apply
(4) Roof damage by others	✓			
(5) Other			✓	Flat gravel built up roof sections below main roof are in need of major repairs or
(6) Other			✓	Equipment on gravel built up roof sections are not secure. Metal coping is rusting
SPECIAL CONCERNS				
Are there any special concerns in the event of high winds or heavy rain that need to be addressed?	East end of roof has holes and temporary repairs. Must be repaired at once. I strongly recommend replacing this roof system due to the amount of damage that has occurred. Integrity of this roof system has been severely compromised.			
SPECIAL COMMENTS				
Please note any special comments.	Repair all holes, complete permanent patches, seal open laps, repair east end of the roof metal and membrane. These repairs will eliminate further water intrusion and possible damage to metal decking and insulation			
TENANT LIST				
Please list any tenant that did not have proper unit attachment.				
INSPECTOR:	Bill Fortin			

EXHIBIT F



DESIGN CRITERIA PACKAGE			
	Deficiency	Solution	Photo
1	Exterior damage to metal fascia, siding and coping		
2	Exterior damage to coping		
3	Metal coping under screen wall damaged		

EXHIBIT F

DESIGN CRITERIA PACKAGE




	Deficiency	Solution	Photo
4	Main roof overview		
5	Main roof overview		
6	Main roof overview		

EXHIBIT F




DESIGN CRITERIA PACKAGE			
	Deficiency	Solution	Photo
7	Improperly installed fasteners in field seam	Install new PVC membrane over area. Recommend replacing roof system.	
	Deficiency	Solution	Photo
8	Lightning arrester system severely damaged	Entire system should be replaced and properly attached to roof by a licensed contractor	
	Deficiency	Solution	Photo
9	Patches installed throughout roof system were not installed with Firestone PVC material peel and stick and caulking was used	Remove all temp repairs made during Irma and install new PVC patches	

EXHIBIT F

DESIGN CRITERIA PACKAGE

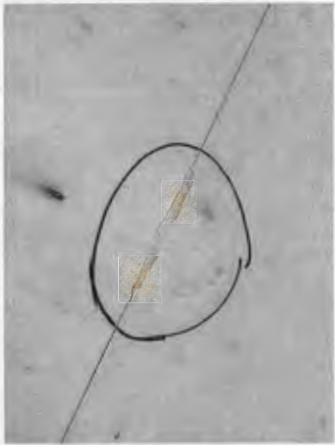
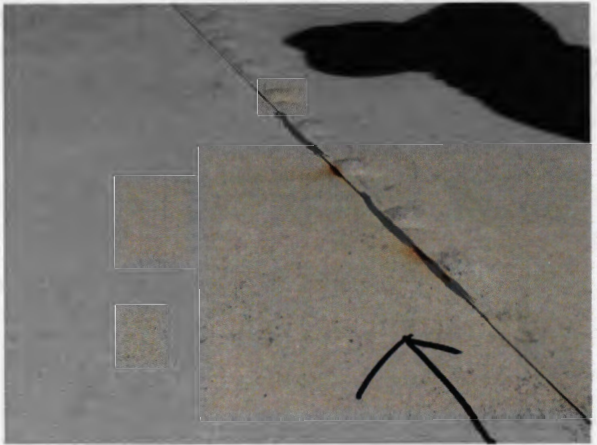
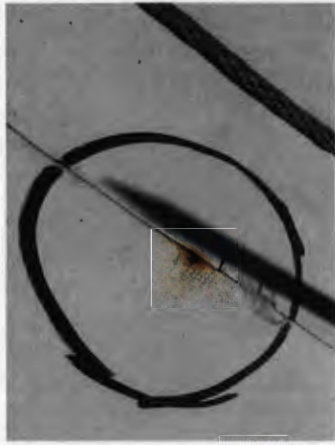
	Deficiency	Solution	Photo
10	Temp repair made with caulking	Remove caulking and install new PVC membrane over area	
	Deficiency	Solution	Photo
11	Fasteners installed at edge of the field seam rusting out. Seam not secure.	One of many compromised areas. Temporarily patch with new PVC membrane. Suggest replacing roof system.	
	Deficiency	Solution	Photo
12	Hole in membrane	Install new PVC patch	

EXHIBIT F

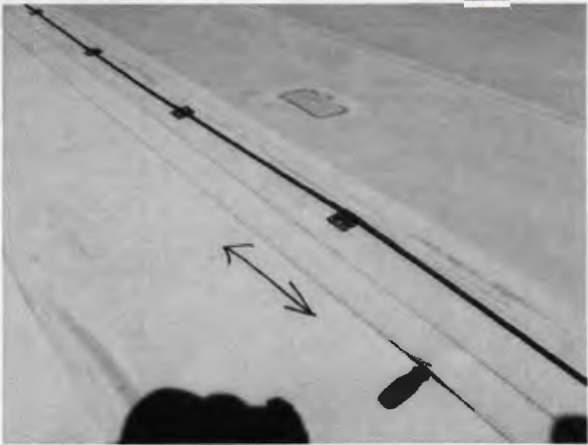
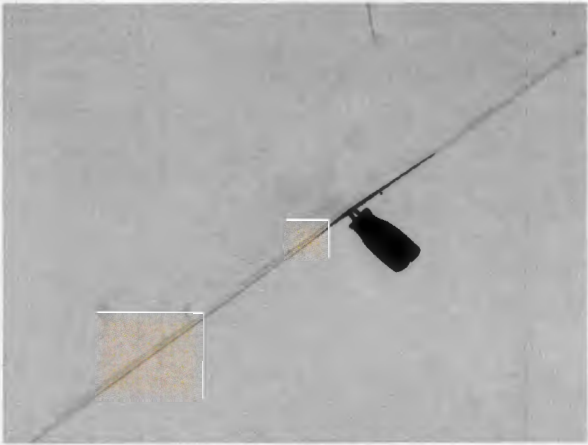

DESIGN CRITERIA PACKAGE			
	Deficiency	Solution	Photo
13	Open laps	Probe all laps and repair with new PVC membrane	
14	Open field laps	Probe all laps and repair with new PVC membrane	
15	Loose patch	Remove existing patch and install a new PVC patch	

EXHIBIT F

DESIGN CRITERIA PACKAGE

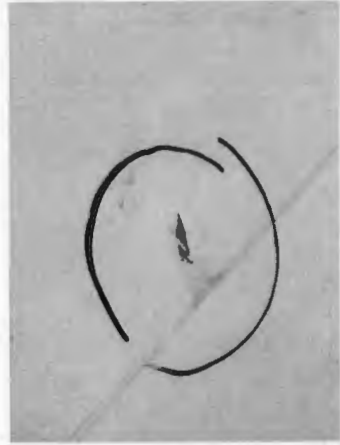
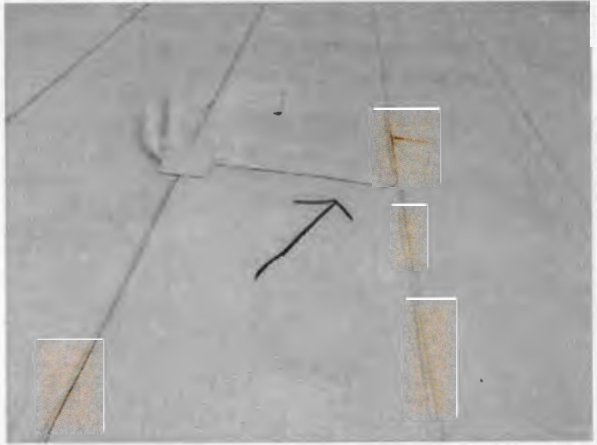
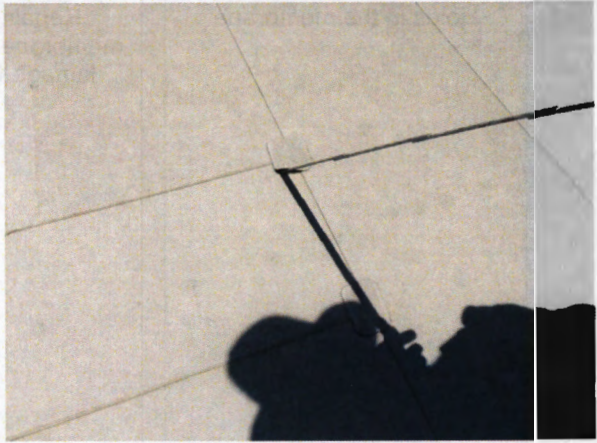
	Deficiency	Solution	Photo
16	Cut in membrane. Insulation saturated.	Remove wet insulation in areas affected and install new PVC membrane. Recommend replacing roof system.	
	Deficiency	Solution	Photo
17	Open laps and rusted fasteners	Roof system is compromised in these areas. Temp fix patch with new PVC membrane. Permanent fix is to replace roof system.	
	Deficiency	Solution	Photo
18	Loose patches	Remove loose patches and install new PVC membrane patches	

EXHIBIT F

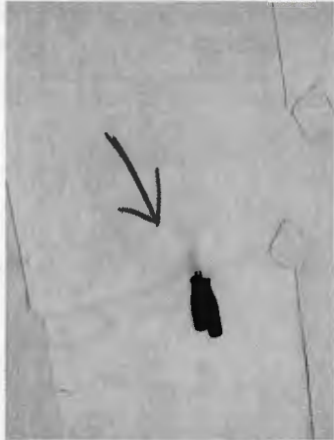


DESIGN CRITERIA PACKAGE			
	Deficiency	Solution	Photo
19	Open laps	Repair with new PVC membrane	
20	Clad drip edge metal missing and loose membrane and perimeter sheet not secured		
21	Holes in the membrane	Repair with new PVC membrane to prevent further damage to roof insulation	

EXHIBIT F


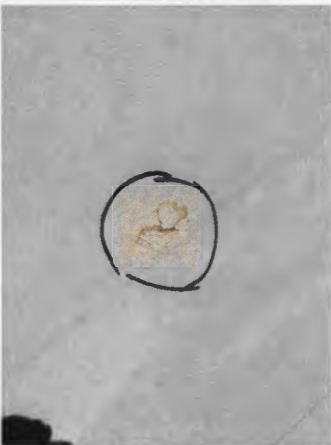

DESIGN CRITERIA PACKAGE			
	Deficiency	Solution	Photo
22	Fasteners have uplifted due to hurricane Irma	Remove and replace roof system	
	Deficiency	Solution	Photo
23	Temp repairs with caulking	Remove all temporary repairs and repair with new PVC membrane	
	Deficiency	Solution	Photo
24	Open field laps throughout roof system	Probe all laps and repair with new PVC membrane	

EXHIBIT F
DESIGN CRITERIA PACKAGE

EXHIBIT 7B
BUILDING ENVELOPE FORENSICS, BY G.F.
MARON, PE STRUCTURAL ENGINEERING

EXHIBIT F

DESIGN CRITERIA PACKAGE

June 27, 2018

Lee County Board of County Commissioners
Division of Purchasing
P.O. Box 398
Ft. Myers, FL 33902-0398

Attn: Ehab B. Guirguis P.E., Director Facilities
Construction and Management

Subject: Roof Inspection
Germain Arena
11000 Everblades Parkway
Estero, FL 33928

Dear Mr. Guirguis,

On June 12, 2018, Mr. Bill Fortin of West Coast Enterprises and I examined the main roof of Germain Arena. This included the domed roof over the Everblades Hockey Rink and the adjacent flat roof. These two roofs cover a multi-purpose area that is also used as a hurricane evacuation shelter by Lee County's Emergency Operations. The purpose of this examination is three-fold: first, to determine the condition of these roofs and second, to provide an opinion as to the suitability of Germain Arena as a hurricane evacuation shelter in its present condition and third, to recommend required repairs.

The roofs were visually inspected from grade and from on top of the roofs. No testing was performed. The roof structure was examined from the suite level walkway. Mr. Fortin and I were informed by Arena Management that moisture testing had been performed on the roof and that the underlying insulation was found to be wet. We were told that temporary emergency repairs were performed after Hurricane Irma. I have reviewed West Coast Enterprises Roof Inspection 2018, which is attached. I agree with West Coast Enterprises' report in its entirety.

The purpose of this letter is to act as a summary to the West Coast Enterprises' Roof Inspection 2018. Please refer to that report for a more detailed analysis.

SUMMARY

Germain Arena first entered the tax rolls in 1998. The roof in place appears to be the original roof. Over the domed area, the roof is Firestone PVC. The adjacent flat roofs are gravel ballasted, built-up roofs.

Both of these roofs are at the end of their projected service life. It appears that very little maintenance has been performed to date on both roofs in order to extend their service life. Additionally, the mechanical equipment that is located on the flat roofs is in poor condition. Structural supports and fasteners to the roof are severely corroded.

EXHIBIT F DESIGN CRITERIA PACKAGE

Hurricane Irma caused substantial damage to the dome roof. There are numerous tears and openings at lap splices on the roof. There is a significant amount of this kind of damage on the southwest quadrant of the roof.

The upper east facing wall of the arena sustained the greatest damage during the storm. Along the gable wall, siding and drip edge is missing.

Stained ceiling tile was found in the hallways on the suite level. This is an indication that the roof is leaking.

As noted above, temporary emergency repairs were performed shortly after Hurricane Irma. While these actions may have stopped active leaks, they were little more than Band-Aids meant to buy time until actual repairs could be made. Tears and lab joints were patched with peel and stick polymer patches. This is not compatible with the PVC roofing. The east facing wall was patched with plastic sheeting, self-adhering roofing paper (peel and stick) and bent metal. None of these patches are in keeping with the original design specifications for these roofs.

The lightning arresting system was damaged during the storm. It is non-functional in its current condition.

Base on the interior examination, there is no damage to the roof structure or decking.

See attached detail photographs.

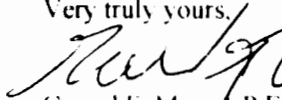
CONCLUSION

Both of these roofs are in failure mode. Active leaks have either appeared or will appear shortly. The dome roof may be stripped off the decking by strong winds from the east or south west. The dome roof is susceptible to failure in a tropical storm. A strong summer afternoon summer storm may cause significant damage. If the roof is stripped from the deck during a storm, the entire hockey rink area will be saturated.

If this arena is to be used as an evacuation shelter, both the entire dome roof and the adjacent flat roofs must be removed and replaced. Both roofs are in such poor condition that no amount of repairs will bring them up to the standards required for a shelter during the current hurricane season.

Should you have any questions or require any additional information, please do not hesitate to contact me directly at 239.287.3565.

Very truly yours,


Gerard F. Maron, P.E.
FL PE #61298

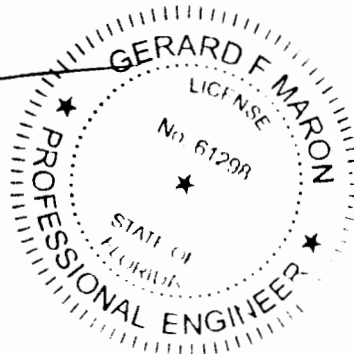
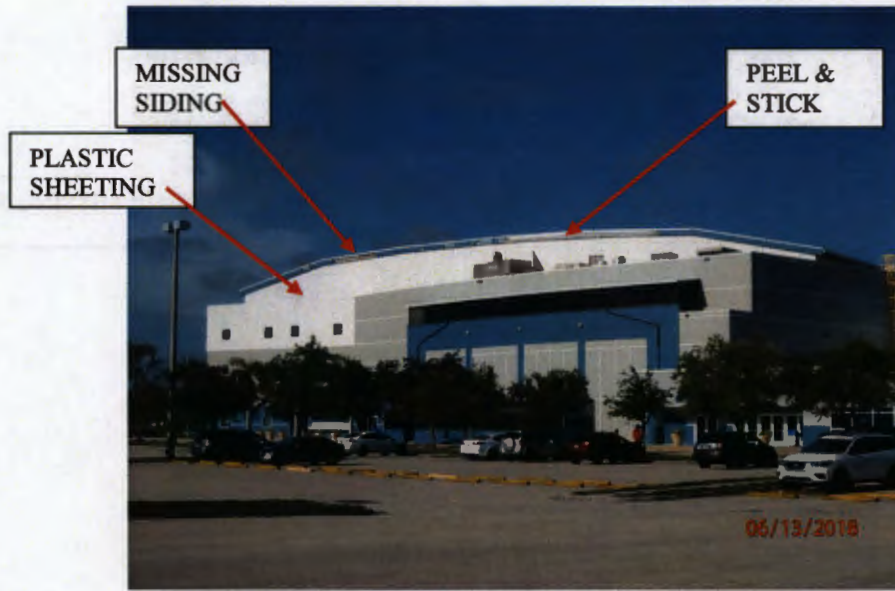
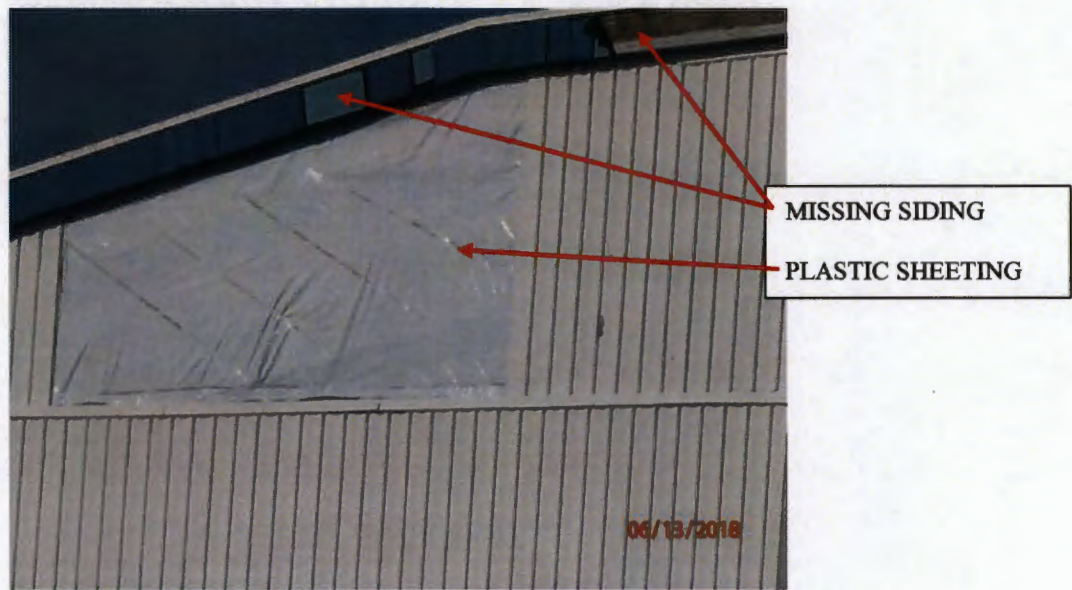


EXHIBIT F
DESIGN CRITERIA PACKAGE



EAST FACE OF GERMAIN ARENA
SEE CLOSE UPS BELOW



TEMPORARY REPAIR

EXHIBIT F
DESIGN CRITERIA PACKAGE



MISSING SIDING

TEMPORARY REPAIR



BENT METAL

PEEL & STICK

TEMPORARY REPAIR

EXHIBIT F
DESIGN CRITERIA PACKAGE



FLAT ROOF



CORRODED PARAPET CAP

EXHIBIT F
DESIGN CRITERIA PACKAGE



LOOSE EQUIPMENT ON FLAT ROOF



DAMAGED LIGHTNING ARRESTING SYSTEM

EXHIBIT G

DESIGN AND CONSTRUCTION SCOPE (TBD BASED ON PHASE 1)

Exhibit "G"
Scope of Work & Fees for Phase 1
Germain (Renamed Hertz) Arena

SUMMARY OF ENGINEERING SCOPE OF WORK:

Based upon requirements provided in RFQ, above noted potential deficiencies, and Florida Building Code requirements, see below itemized summary of the engineering scope of work. The scope of work has been delineated into specific tasks: **A** - Field Work, **B** - Analysis of Existing Structure and Envelope Systems, **C**- Preparation of Report.

Phase 1 Fee Not to Exceed

\$229,751.00

HOURLY RATES:

Project EOR and SI	PE - Project Manager	Designers (EIT)	Threshold Inspector	CAAD Manager	CAAD Designers
\$218.40	\$151.20	\$117.60	\$89.60	\$89.60	\$78.40

WCG - Project Director	WCG Sr. Project Manager	WCG Field Mechanics
\$150.00	\$135.00	\$65.00

A: Field Work

- 1) Obtain from Lee County Building Department all of the permit documents that exist for this facility. Review existing drawings, permit documents, Lee County Facility documents, and engineering reports of existing facility.
- 2) Preparation by engineer and contractor for site observations
 - a. Prepare roof plans for field use, structural plan and roof plan – use existing plans
 - b. Prepare building elevations for fenestrations for field use – use existing plans
- 3) Observe and document existing structural conditions
- 4) Observe and document termination points of metal siding for flashing considerations
- 5) Observe from ground each existing exterior fenestration (windows, doors, louvers, storefronts, etc) and compare with existing plans. Attempt to identify glazing type from any window marks.
- 6) In a lift, measure several different steel roof joist in the dome roof area only. Record existing steel joist panel point spacing, joist length, size and thickness of top and bottom chords, size and thickness of joist webs. Spacing, size, and location of joist bridging. Record size and length of weld of joist connection to structure at one end of each steel joist to be field measured as described above. These connections are obscured, so accurate measurements may not be technically feasible.

- 7) During truss observations, attempt to ascertain current roof deck connection to trusses, either puddle welds, by burn marks, or TEK screws.
- 8) Observe and field measure at 4 to 5 locations, from lift, existing steel girder truss member sizes, thickness, truss depth, and panel point spacing to compare with existing structural drawings.
- 9) Measure and document connections of steel beams to truss girders and connections of girders to concrete columns at 4 to 5 locations to compare with existing structural drawings
- 10) Observe and document conditions of wall waterproofing, and sealants on exterior envelope as can be observed from the ground.
- 11) Perform non-destructive testing and observations of exterior masonry walls at random locations to confirm spacing of vertical reinforcing using a hand-held metal detector and mechanical sounding. Also verify masonry wall thickness where possible at openings.
- 12) Observe, field measure, and document each existing exterior fenestration (windows, doors, louvers, storefronts, etc) and document existing jamb header and sill construction as applicable. Perform non-destructive testing and limited demolition as required to document above. NOA's and product approvals have minimum requirements of host structure. A lift will be required for this work.
- 13) For each different steel roof joist, as deemed appropriate for calculating existing uplift capacity, from a lift, record existing steel joist panel point spacing, joist length, size and thickness of top and bottom chords, size and thickness of joist webs. Spacing, size, and location of joist bridging. Record size and length of weld of joist connection to structure at one end of each steel joist to be field measured as described above. These connections are obscured, so accurate measurements may not be technically feasible.
- 14) During truss observations, attempt to ascertain current roof deck connection to trusses, either puddle welds, by burn marks, or TEK screws.
- 15) Measure and document connections of steel beams to truss girders and connections of girders to concrete columns at 3-5 locations to compare with existing structural drawings
- 16) Observe and document conditions of paints, coatings, and sealants on exterior envelope. Testing will include peel tests, measurement of existing paint dry film mill thickness on various exterior finishes.
- 17) TRC will observe from ground stucco to determine extent of delaminated stucco if any and record approximate location and size on elevations.

B - ANALYSIS OF EXISTING STRUCTURE AND ENVELOPE SYSTEMS

- 1) Review wind load requirements and rainwater design criteria for the facility based upon reference standards and use of facility and establish design criteria to be approved by Lee County for use in analysis and design.
- 2) Build analytical model of existing structure and all structural building elements including Main Wind Force Resisting Systems (MWFRS) using ETABS. Model will be used for verification of existing MWFRS for specified wind criteria, obtaining foundation loads for verification of existing foundations, and verification of design of steel beams and roof girders. If deficiencies are determined, perform design as required to strengthen existing structure.
- 3) Verify diaphragm capacity for MWFRS include combinations of wind uplift with diaphragm shear loads and review of diaphragm chords, continuity, load paths, and collectors.

- 4) Verify connections of trusses and girders to structure for uplift.
- 5) Verify existing foundations with loads from analytical model.
- 6) Perform calculations to check existing capacity of exterior wall systems including reinforced masonry walls, concrete beams and columns used as lateral support of walls, and cold formed steel studs including connections to structure.
- 7) Verify capacity of jambs, headers, and sills for new fenestrations.
- 8) Perform finite element analysis of each of the steel roof joists measured to verify existing capacity and design strengthening where required.
- 9) Analyze exterior siding connections including sheathing and waterproofing condition below siding and design additional required support and new metal siding.
- 10) Verify size, slope of roofing, and existing drains based upon established rainwater criteria.
- 11) Attempt to locate NOA's or Florida Product Approvals for existing Fenestrations. If not available, perform calculations for glass wind load capacity using ASTM E1300 and compare to calculated design pressures. It may be necessary to provide results for several different glass thicknesses if thickness is not readily determined from information provided. TRC will NOT perform missile testing, ASTM E-1886 and ASTM E-1996, Level E, as stipulated in RFP as this is not an appropriate test for installed glazing. TRC will attempt to locate records of existing glazing to determine if they are impact resistant.

C – PREPARATION OF REPORT

- 1) Create photo exhibit with notes.
- 2) Draft as-built roof plan with existing roof mounted equipment.
- 3) Add location of cores to roof plan and include summary of findings at each core.
- 4) Summarize observations of Cold Formed Stud (CFS) framing size, spacing, and connections including metal siding attachments, sheathing, and any other supporting structures for CFS walls.
- 5) Summarize observations of masonry walls and results of non-destructive testing.
- 6) Create summary of fenestration observations with documented notes on structural support of jambs, headers, and sills.
- 7) Prepare summary of measurements of steel trusses and girders with elevations and connection details.
- 8) Based upon analysis from B – Analysis of Existing Structure and Envelope Systems, provide a summary of deficiencies including preliminary conceptual repair recommendations.
- 9) Prepare elevations with approximate locations and square footages of delaminated stucco.
- 10) Working with Walker establish repair costs for each noted deficiency.
- 11) Report will also address requirements noted in RFP.

EXHIBIT H

DESIGN-BUILD FIRM PROJECT PERSONNEL ROSTER

EXHIBIT "H"
GERMAIN (RENAMED HERTZ) ARENA
DESIGN-BUILD FIRM DESIGN PHASE PERSONNEL ROSTER

WALKER CONTRACTING GROUP
DESIGN PHASE INVOLVEMENT

Jason Swanson / Project Director

Role is to be main contact between the owner and the construction group. Delegates key duties to project manager and construction manager. Prepares, maintains and updates project schedule showing start dates, durations and completion dates for all line item scopes of work. Understanding owner and design team requirements and all facets of the project. Review of all submittals with Sr. Project Manager and clerk. Executing all contracts and documents relevant to project. Initiates timely requests for prior approval for changes when required (e.g. change in scope of work, re-budgeting, or reduction in committed effort). Ensures accurate and timely effort reporting for project personnel. Initiates the routing and obtains appropriate approvals prior to proposal submission. Assists with negotiation of award terms as needed. Monitors project's financial status. Manages project within budget limits. Seeks prior approval for budget changes when required. Approves sub-recipient agreements and related invoices. Ensures that cost-share requirements are met. Reviews final financial statements.

Michael Walker / Co-Project Director

Role is to be supplemental contact between the owner and the construction group as well as oversees all management tier personnel.

Stephen Bauer / Senior Project Manager

Role is to report to Project Director and coordinate with Construction Manager. Solicits and engages subcontractors for specialized trade scopes. Submits requests for information to resolve issues arising during construction phase. Prepares change orders for compensation of unforeseen contingencies as well as technical submittals for engineer's approval. Responsible for advance procurement of high-performance materials with consideration to lead time. Tracks monthly progress to prepare applications for progress payments. Risk analysis, managing risks and issues.

TRC WORLDWIDE ENGINEERING
DESIGN AND CONSTRUCTION PHASE INVOLVEMENT

Paul Moerschel, P.E., S.I.

As Project Director and Principal-in-Charge, Mr. Moerschel will provide leadership and direction to the TRC project team, and executive oversight for the project from the initial negotiations phase through development, design and construction.

Paul outlines deadlines, project status, staffing assignments and quality control review to keep projects on schedule and on budget. He will regularly review each to insure and maintain the proper level of quality.



Robert Algoo, E.I.

As Project Manager, Robert will be the main contact for the project. He will perform analysis of the structure; observations and detailed report of his findings, prepare working drawings and specifications, and after approval by Lee County, will proceed with the Construction Phase.

Richard Algoo, E.I.

As Project Engineer, Richard will work closely with Robert during all Phases of the Approach. In addition, he will review data for material used by the Contractor, review requests for payment, periodic observation of work in progress, and other legal documentation to ensure all paperwork is properly handled.

Kathy Iskander

Mrs. Iskander will work closely with team members to produce quality Contract Documents with cutting edge Revit Structure (BIM) as well as AutoCad.

Other Mainly Design Phase Involvement:

Francisco Moncada, EIT

Matt Maltezos

Edward Iskander, CAD Operator

Darlene Bailey, CAD Operator

EXHIBIT I
SUPPLEMENTARY CONDITIONS

EXHIBIT "I"

SUPPLEMENTARY CONDITIONS

[RESERVED]