

**ALACHUA COUNTY COMMISSION
SPECIAL MEETING - RETREAT**

- Steve Donahey
Deputy Clerk

**COUNTY COMMUNITY SUPPORT SERVICES BUILDING
COUNTY HEALTH DEPARTMENT
224 SOUTHEAST 24TH STREET
GAINESVILLE, FLORIDA**



MEETING AGENDA

February 25, 2011

9:00 AM

BOARD OF COUNTY COMMISSIONERS

**LEE PINKOSON, CHAIR
PAULA M. DELANEY, VICE CHAIR
SUSAN BAIRD
MIKE BYERLY
RODNEY J. LONG**

ALACHUA COUNTY COMMISSION
SPECIAL MEETING - RETREAT

February 25, 2011

9:00 AM

CALL TO ORDER

✓ ADOPTION OF THE AGENDA *Bar. moved 4-0.*

- ✓1. Welcome - Chair of County Commission, Lee Pinkoson
- ✓2. FY12 Budget Development - Calendar Review
- ✓3. 2011 State Legislative Session – Potential Impacts to County
- ✓4. FY12 Fiscal Outlook for Alachua County
- ✓5. FY12 Budget Development – Review of Initial Budget Principles

COMMISSION GENERAL AND INFORMAL DISCUSSION

CITIZEN COMMENTS

ADJOURN

- Note 1: A slide presentation will be used at the meeting to guide topic information. Time for group discussion, comments and questions will follow each agenda item.
- Note 2: This meeting includes the participation of the Constitutional Offices.
- Note 3: Back-up fiscal information and budget calendar is attached to this agenda and is reference material for the retreat discussion.

Alachua County Government
FY 2012 Budget Development – Budget Process Calendar

Date(s)	Activity	Participants
FEBRUARY 2011		
25	9:00 am – Board Retreat – Constitutional/Judicial Offices	Board, County Manager (CM), Constitutional Officers, Judicial Offices
MARCH 2011		
16 or 23	9:00 am – Budget Allocation Meeting	CM, County Staff, Constitutional and Judicial Offices
29	1:30 pm – Special Board Meeting – FY12 Budget Discussion (Sheriff)	Board, CM, Sheriff
APRIL 2011		
5	1:30 pm – Special Board Meeting – FY12 Budget Discussion	Board, CM
19	1:30 pm – Special Board Meeting – FY12 Budget Discussion	Board, CM
MAY 2011		
2	Budget Allocation & Issues due from Departments	Departments
2	Constitutional Officers submit budget requests to Board	Constitutional Officers
TBD	TBD – Community Conversations (TBD)	OMB, CM, Citizens
TBD	TBD – Community Conversations (TBD)	OMB, CM, Citizens
3	1:30 pm – Special Board Meeting – FY12 Budget Discussion	Board, CM, Departments
17	1:30 pm – Special Board Meeting – FY12 Budget Discussion	Board, CM, Departments
26	1:30 pm – Special Board Meeting – FY12 Budget Discussion	Board, CM, Departments
JUNE 2011		
1	Preliminary tax roll information from the Property Appraiser's Office	Property Appraiser

**Alachua County Government
FY 2012 Budget Development – Budget Process Calendar**

JULY 2011

- | | | |
|----|---|--------------------|
| 1 | Certified property values provided by Property Appraiser's Office | Property Appraiser |
| 7 | 1:30 pm – Special Board Meeting – FY12 Tentative Budget Presentation | Board, CM |
| 12 | 1:30 pm – Regular Board Meeting – Board to Set Proposed Millage Rates for FY12 | Board, CM |

AUGUST 2011

- | | | |
|----|--|--|
| 4 | 5:00 pm – Special Board Meeting – FY12 Budget Discussion | Board, CM |
| 16 | 1:30 pm – Special Board Meeting – FY12 Budget Discussion (Constitutional/Judicial Offices) | Board, CM, Constitutional Officers, Judicial Offices |
| 25 | 1:30 pm – Special Board Meeting – FY12 Budget Discussion (CAPP) | Board, CM |
| 30 | 10:00 am – Special Board Meeting – FY12 Budget Discussion (Financial Policies, Schedule of Fees, and Five Year Capital Improvement Program) | Board, CM |
| 30 | 1:30 pm – Special Board Meeting – FY12 Budget Discussion | Board, CM |

SEPTEMBER 2011

- | | | |
|----|---|-----------|
| 1 | 1:30 pm – Special Board Meeting – FY12 Budget Discussion | Board, CM |
| 13 | 5:30 pm – First Public Hearing to approve proposed millage rates and adjusted tentative budgets per FS 200.065[2][b] | Board |
| 27 | 5:30 pm – Final Public Hearing to adopt final millage rates and budgets per FS 200.065[2][b] | Board |

Proposed Special Budget Meetings*

February 25, Fri – BoCC Special Budget Meeting 9:00am (*Retreat with Constitutional/Judicial Offices*)
March 16 or 23, Wed – Budget Allocation Meeting 9:00am
March 29, Tues – BoCC Special Budget Meeting 1:30pm (*Sheriff*)
April 5, Tues – BoCC Special Budget Meeting 1:30pm
April 19, Tues – BoCC Special Budget Meeting 1:30pm
May 3, Tues – BoCC Special Budget Meeting 1:30pm
May 17, Tues – BoCC Special Budget Meeting 1:30pm
May 26, Thurs – BoCC Special Budget Meeting 1:30pm
July 7, Thurs – CM Tentative Budget Presentation 1:30pm
July 12, Tues – BoCC Sets Millage Rates 1:30pm (*Regular Board Meeting*)
August 4, Thurs – BoCC Special Budget Meeting 5:00pm
August 16, Tues – BoCC Special Budget Meeting 1:30pm
August 25, Thurs – BoCC Special Budget Meeting 1:30pm (*CAPP*)
August 30, Tues – BoCC Special Budget Meeting 10:00am
August 30, Tues – BoCC Special Budget Meeting 1:30pm
September 1, Thurs – BoCC Special Budget Meeting 1:30pm
September 13, Tues – 1st Public Budget Hearing 5:30pm (*Regular Board Meeting*)
September 27, Tues – Final Public Budget Hearing 5:30pm (*Regular Board Meeting*)

*List of proposed dates includes Budget Allocation meeting, Tentative Budget presentation, BoCC setting of millage rates, and 1st and Final Public Budget Hearings.

Alachua County Board of County Commissioners
General Fund Only - FY11 Adopted Budget
FY06 thru FY11 Budget Comparison

General Fund	FY06 Adopted Budget	FY07 Adopted Budget	FY08 Adopted Budget	FY09 Adopted Budget	FY10 Adopted Budget	FY11 Adopted Budget	Budget Change FY06 to FY11	Percent of Total Budget in FY06	Percent of Total Budget in FY11
<u>State Related Responsibilities</u>									
Juvenile Detention Center - DJJ	\$1,400,000	\$2,101,481	\$2,101,481	\$2,071,481	2,288,994	1,788,994	27.79%	1.31%	1.42%
Medicaid	\$2,133,250	\$2,133,250	\$2,133,250	\$2,133,250	2,097,250	1,547,250	-27.47%	2.00%	1.23%
Medical Examiner	\$577,600	\$727,600	\$727,600	\$727,600	727,600	727,600	25.97%	0.54%	0.58%
Inmate Medical Costs	\$0	\$250,000	\$250,000	\$1,000,000	1,000,000	2,000,000	100.00%	0.00%	1.59%
Court Related - Clerk Court	\$289,841	\$294,892	\$294,268	\$294,268	284,426	294,268	1.53%	0.27%	0.23%
Court Related - State Attorney	\$256,114	\$137,873	\$134,336	\$259,814	192,864	188,349	-26.46%	0.24%	0.15%
Court Related - Public Defender	\$125,250	\$80,137	\$85,379	\$235,898	176,275	146,078	16.63%	0.12%	0.12%
Court Related - Court Administration	\$769,129	\$833,150	\$845,243	\$1,153,413	886,363	785,385	2.11%	0.72%	0.63%
Court Related - Guardian Ad Litem	\$102,666	\$100,661	\$94,484	\$96,431	92,641	108,468	6.25%	0.10%	0.09%
Total State Related Responsibilities	\$5,653,270	\$6,739,044	\$6,640,021	\$7,972,153	\$7,746,413	\$7,586,403	34.19%	5.30%	6.04%
<u>Countywide Governance Funding</u>									
CRA's	\$1,560,470	\$2,278,809	\$3,870,449	\$3,882,270	4,881,704	4,524,762	189.96%	1.46%	3.60%
Capital Project Allocations	\$3,400,000	\$8,195,000	\$4,650,000	\$3,586,924	3,011,171	3,137,561	-7.72%	3.19%	2.50%
Reserves 5% best practice	\$4,140,020	\$4,902,375	\$6,997,698	\$6,004,333	5,506,392	5,619,003	35.72%	3.88%	4.47%
Countywide Utilities	\$1,858,209	\$2,692,898	\$2,792,898	\$3,165,195	2,875,610	2,793,769	50.36%	1.74%	2.22%
Total Countywide Governance Funding	\$10,958,699	\$18,269,082	\$18,311,045	\$16,638,722	\$16,274,877	\$16,075,085	46.69%	10.27%	12.80%
<u>Constitutional Offices</u>									
Clerk - Finance & Accounting	\$1,919,902	\$2,069,714	\$2,011,610	\$2,111,289	1,965,749	1,852,531	-3.51%	1.80%	1.47%
Property Appraiser	\$4,431,368	\$4,447,231	\$4,412,282	\$4,282,922	4,015,753	3,938,971	-11.11%	4.15%	3.14%
Supervisor of Elections	\$1,552,563	\$1,559,145	\$1,559,354	\$1,673,769	1,589,905	1,553,157	0.04%	1.46%	1.24%
Sheriff-Jail	\$22,476,060	\$24,835,177	\$26,095,983	\$27,219,099	26,726,162	26,606,723	18.38%	21.07%	21.18%
Sheriff - Law Enforcement	\$14,096,453	\$13,614,011	\$13,903,021	\$15,602,501	15,051,154	14,521,978	3.02%	13.21%	11.58%
Sheriff - Communications	\$1,786,432	\$1,872,110	\$1,899,818	\$2,518,647	1,357,781	1,326,074	-25.77%	1.67%	1.06%
Sheriff - Security	\$2,580,264	\$2,814,595	\$2,790,120	\$2,780,434	2,698,766	2,750,586	6.60%	2.42%	2.19%
Tax Collector Fees	\$2,548,497	\$3,810,519	\$3,793,927	\$4,120,269	4,012,530	3,955,148	55.20%	2.39%	3.15%
Total Constitutional Offices	\$51,391,539	\$55,022,502	\$56,766,115	\$60,308,930	\$57,417,800	\$56,505,168	9.95%	48.17%	44.99%
<u>Board Department Funding Allocation</u>									
Animal Services	\$1,972,384	\$2,358,137	\$2,278,647	\$2,285,439	2,168,426	2,088,263	5.88%	1.85%	1.66%
Parks	\$1,250,229	\$819,490	\$735,853	\$737,642	459,426	475,294	-61.98%	1.17%	0.38%
General Government	\$3,769,552	\$4,162,820	\$3,965,504	\$4,161,838	3,975,931	3,916,377	3.35%	3.55%	3.12%
Administrative Services	\$5,993,692	\$6,886,421	\$6,562,988	\$7,416,884	6,874,376	6,584,837	9.86%	5.62%	5.24%
Community Support Services	\$6,963,520	\$7,891,532	\$7,521,425	\$7,641,348	7,027,720	6,956,866	-0.10%	6.53%	5.54%
Court Services	\$5,224,236	\$6,883,980	\$6,923,131	\$7,015,022	6,695,347	6,493,209	24.29%	4.90%	5.17%
Information & Telecommunications	\$3,585,980	\$3,825,829	\$3,744,436	\$4,298,390	3,892,453	3,697,550	3.11%	3.36%	2.94%
Growth Management	\$1,275,212	\$1,265,858	\$1,186,370	\$1,267,157	1,125,927	1,064,368	-16.53%	1.20%	0.85%
Environmental Protection	\$1,269,209	\$1,411,621	\$1,452,801	\$1,483,272	1,459,690	1,575,338	24.12%	1.19%	1.25%
Public Safety	\$3,999,199	\$5,989,477	\$5,375,896	\$6,267,530	\$4,945,458	\$4,489,373	12.26%	3.75%	3.57%
Miscellaneous	\$1,201,942	\$1,141,596	\$904,260	\$940,314	810,979	833,118	-30.69%	1.13%	0.66%
Public Works Transportation Funding	\$2,000,000	\$2,000,000	\$1,900,000	\$1,900,000	1,200,000	1,140,000	-43.00%	1.87%	0.91%
Public Works Solid Waste	\$160,000	\$160,000	\$160,000	\$160,000	160,000	160,000	0.00%	0.15%	0.13%
Total Board Department Funding Allocation	\$38,685,255	\$44,396,761	\$42,710,791	\$44,574,845	\$40,795,733	\$39,474,593	2.04%	36.26%	31.43%
Sub-total All Areas	\$106,688,763	\$124,427,389	\$124,427,972	\$129,494,650	\$122,234,823	\$119,641,249	12.14%	100.00%	95.25%
Public Safety Accounting Change - EMS	\$0	\$0	\$0	\$5,965,240	\$5,965,240	\$5,965,240	N/A	N/A	4.75%
General Fund Total	\$106,688,763	\$124,427,389	\$124,427,972	\$135,459,890	\$128,200,063	\$125,606,489	17.73%	100.00%	100.00%

Alachua County Board of County Commissioners
All MSTU Funds - FY11 Adopted Budget
FY06 thru FY11 Budget Comparison

All MSTU Funds (General, Law and Fire)	FY06 Adopted Budget	FY07 Adopted Budget	FY08 Adopted Budget	FY09 Adopted Budget	FY10 Adopted Budget	FY11 Adopted Budget	Budget Change FY06 to FY11	Percent of Total Budget in FY06	Percent of Total Budget in FY11
<u>State Required Responsibilities</u>									
Juvenile Detention Center - DJJ									
Medicaid									
Medical Examiner									
Inmate Medical Costs									
Court Related - Clerk Court									
Court Related - State Attorney									
Court Related - Public Defender									
Court Related - Court Administration									
Court Related - Guardian Ad Litem									
Total State Required Responsibilities	\$0	\$0	\$0	\$0	\$0	\$0			
<u>Countywide Governance Funding</u>									
CRA's									
Capital Project Allocations	\$400,000	\$800,000	\$800,000	\$912,000	712,000	262,000	-34.50%	1.28%	0.69%
Reserves 5% best practice	\$1,591,712	\$1,424,702	\$2,186,641	\$1,985,962	1,695,823	2,328,642	46.30%	5.11%	6.13%
Countywide Utilities	\$57,500	\$82,064	\$82,064	\$87,808	167,668	331,358	476.27%	0.18%	0.87%
Total Countywide Governance Funding	\$2,048,212	\$2,306,766	\$3,048,705	\$2,985,770	\$2,575,511	\$2,922,000	42.59%	6.58%	7.69%
<u>Constitutional and Judicial Offices</u>									
Clerk - Finance & Accounting									
Property Appraiser									
Supervisor of Elections									
Sheriff-Jail									
Sheriff - Law Enforcement	\$12,528,146	\$16,030,948	\$16,235,748	\$15,229,125	14,362,898	14,655,645	16.96%	40.20%	38.59%
Sheriff - Communications	\$1,116,905	\$1,317,668	\$1,298,050	\$1,303,724	1,740,077	1,699,575	52.17%	3.58%	4.48%
Sheriff - Security									
Tax Collector Fees	\$446,227	\$362,060	\$386,931	\$394,891	384,442	392,121	-12.13%	1.43%	1.03%
Total Constitutional and Judicial Offices	\$14,091,278	\$17,710,676	\$17,920,729	\$16,927,740	\$16,487,417	\$16,747,341	18.85%	45.22%	44.10%
<u>Board Department Funding Allocation</u>									
Animal Services									
Parks	\$401,500	\$1,178,891	\$1,019,016	\$1,049,800	1,240,635	1,226,345	205.44%	1.29%	3.23%
General Government					52,444	53,206	N/A	N/A	0.14%
Administrative Services									
Community Support Services					190,100	190,100	N/A	N/A	0.50%
Court Services									
Information & Telecommunications									
Growth Management	\$1,222,779	\$1,469,227	\$1,358,341	\$1,490,813	1,364,795	1,524,647	24.69%	3.92%	4.01%
Environmental Protection	\$440,999	\$490,479	\$528,381	\$546,292	519,479	546,665	23.96%	1.42%	1.44%
Public Safety	\$10,420,071	\$11,650,769	\$12,118,293	\$13,064,868	\$12,627,768	\$12,940,095	24.18%	33.44%	34.07%
Miscellaneous	\$1,840,150	\$1,377,279	\$1,423,539	\$1,423,539	1,496,102	1,081,133	-41.25%	5.90%	2.85%
P. W. Transportation Improvement Program	\$696,869	\$813,628	\$1,711,631	\$780,322	714,242	745,800	7.02%	2.24%	1.96%
Public Works Solid Waste									
Total Board Department Funding Allocation	\$15,022,368	\$16,980,473	\$18,159,201	\$18,355,634	\$18,205,565	\$18,307,991	21.87%	48.21%	48.21%
Sub-total All Areas	\$31,162,858	\$36,997,915	\$39,128,635	\$38,269,144	\$37,268,493	\$37,977,332	21.87%	100.00%	100.00%
MSTU Funds Total	\$31,162,858	\$36,997,915	\$39,128,635	\$38,269,144	\$37,268,493	\$37,977,332	21.87%	100.00%	100.00%

Alachua County Board of County Commissioners
General and MSTU Funds Combined - FY11 Adopted Budget
FY06 thru FY11 Budget Comparison

General Fund and MSTU Funds	FY06 Adopted Budget	FY07 Adopted Budget	FY08 Adopted Budget	FY09 Adopted Budget	FY10 Adopted Budget	FY11 Adopted Budget	Budget Change FY06 to FY11	Percent of Total Budget in FY06	Percent of Total Budget in FY11
<u>State Required Responsibilities</u>									
Juvenile Detention Center - DJJ	\$1,400,000	\$2,101,481	\$2,101,481	\$2,071,481	\$2,288,994	\$1,788,994	27.79%	1.02%	1.09%
Medicaid	\$2,133,250	\$2,133,250	\$2,133,250	\$2,133,250	\$2,097,250	\$1,547,250	-27.47%	1.55%	0.95%
Medical Examiner	\$577,600	\$727,600	\$727,600	\$727,600	\$727,600	\$727,600	25.97%	0.42%	0.44%
Inmate Medical Costs	\$0	\$250,000	\$250,000	\$1,000,000	\$1,000,000	\$2,000,000	N/A	0.00%	1.22%
Court Related - Clerk Court	\$289,841	\$294,892	\$294,268	\$294,268	\$284,426	\$294,268	1.53%	0.21%	0.18%
Court Related - State Attorney	\$256,114	\$137,873	\$134,336	\$259,514	\$192,864	\$188,349	-26.46%	0.19%	0.12%
Court Related - Public Defender	\$125,250	\$60,137	\$68,379	\$235,896	\$176,275	\$146,078	16.63%	0.09%	0.09%
Court Related - Court Administration	\$769,129	\$933,150	\$846,243	\$1,153,413	\$886,363	\$785,396	2.11%	0.56%	0.48%
Court Related - Guardian Ad Litem	\$102,086	\$100,661	\$94,464	\$96,431	\$92,641	\$108,468	6.25%	0.07%	0.07%
Total State Required Responsibilities	\$5,653,270	\$6,739,044	\$6,640,021	\$7,972,153	\$7,746,413	\$7,586,403	34.19%	4.10%	4.64%
<u>Countywide Governance Funding</u>									
CRA's	\$1,560,470	\$2,278,809	\$3,870,449	\$3,882,270	\$4,881,704	\$4,524,762	189.96%	1.13%	2.77%
Capital Project Allocations	\$3,800,000	\$8,995,000	\$5,450,000	\$4,498,924	\$3,723,171	\$3,399,561	-10.54%	2.76%	2.08%
Reserves 5% best practice	\$5,731,732	\$6,327,077	\$9,164,339	\$9,790,295	\$7,202,215	\$7,947,645	38.66%	4.16%	4.86%
Countywide Utilities	\$1,915,709	\$2,974,962	\$2,874,962	\$3,253,003	\$3,043,298	\$3,125,117	63.13%	1.39%	1.91%
Total Countywide Governance Funding	\$13,007,911	\$20,575,848	\$21,359,750	\$19,624,492	\$18,850,388	\$18,997,085	46.04%	9.44%	11.61%
<u>Constitutional and Judicial Offices</u>									
Clerk - Finance & Accounting	\$1,919,902	\$2,069,714	\$2,011,610	\$2,111,289	\$1,965,749	\$1,852,531	-3.51%	1.39%	1.13%
Property Appraiser	\$4,431,368	\$4,447,231	\$4,412,282	\$4,282,922	\$4,015,753	\$3,938,971	-11.11%	3.21%	2.41%
Supervisor of Elections	\$1,552,563	\$1,559,145	\$1,859,354	\$1,673,769	\$1,589,905	\$1,553,157	0.04%	1.13%	0.95%
Sheriff-Jail	\$22,476,060	\$24,835,177	\$26,095,983	\$27,219,099	\$26,726,162	\$26,606,723	18.38%	16.30%	16.26%
Sheriff - Law Enforcement	\$26,624,599	\$29,644,959	\$30,138,769	\$30,831,626	\$29,414,052	\$29,177,623	9.58%	19.31%	17.84%
Sheriff - Communications	\$2,903,337	\$3,189,778	\$3,197,868	\$3,822,371	\$3,097,858	\$3,025,649	4.21%	2.11%	1.85%
Sheriff - Security	\$2,580,264	\$2,814,595	\$2,790,120	\$2,780,434	\$2,698,766	\$2,750,586	6.60%	1.87%	1.68%
Tax Collector Fees	\$2,994,724	\$4,172,579	\$4,180,858	\$4,515,160	\$4,396,972	\$4,347,269	45.16%	2.17%	2.66%
Total Constitutional and Judicial Offices	\$65,482,817	\$72,733,178	\$74,686,844	\$77,236,670	\$73,905,217	\$73,252,509	11.87%	47.50%	44.78%
<u>Board Department Funding Allocation</u>									
Animal Services	\$1,972,384	\$2,358,137	\$2,278,647	\$2,285,439	\$2,168,426	\$2,088,263	5.88%	1.43%	1.28%
Parks	\$1,651,729	\$1,998,381	\$1,754,869	\$1,787,442	\$1,700,061	\$1,701,639	3.02%	1.20%	1.04%
General Government	\$3,789,552	\$4,162,820	\$3,965,504	\$4,161,838	\$4,028,375	\$3,969,583	4.75%	2.75%	2.43%
Administrative Services	\$5,993,692	\$6,886,421	\$6,562,988	\$7,416,884	\$6,874,376	\$6,584,837	9.86%	4.35%	4.03%
Community Support Services	\$6,963,620	\$7,891,532	\$7,521,425	\$7,641,348	\$7,217,820	\$7,146,966	2.63%	5.05%	4.37%
Court Services	\$5,224,236	\$6,883,980	\$6,923,131	\$7,015,022	\$6,695,347	\$6,493,209	24.29%	3.79%	3.97%
Information & Telecommunications	\$3,585,980	\$3,825,829	\$3,744,436	\$4,298,390	\$3,892,453	\$3,697,550	3.11%	2.60%	2.26%
Growth Management	\$2,497,991	\$2,735,085	\$2,544,711	\$2,757,970	\$2,490,722	\$2,589,015	3.64%	1.81%	1.58%
Environmental Protection	\$1,710,208	\$1,902,100	\$1,981,182	\$2,029,564	\$1,979,169	\$2,122,003	24.08%	1.24%	1.30%
Public Safety	\$14,419,270	\$17,240,246	\$17,493,679	\$18,332,407	\$17,573,226	\$17,429,468	20.88%	10.46%	10.65%
Miscellaneous	\$3,042,092	\$2,518,875	\$2,327,789	\$2,363,853	\$2,307,081	\$1,914,251	-37.07%	2.21%	1.17%
Public Works Transportation Funding	\$2,696,869	\$2,813,828	\$3,611,631	\$2,680,322	\$1,914,242	\$1,885,800	-30.07%	1.96%	1.15%
Public Works Solid Waste	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	0.00%	0.12%	0.10%
Total Board Department Funding Allocation	\$53,707,623	\$61,377,234	\$60,869,992	\$62,930,479	\$59,001,298	\$57,782,584	7.59%	38.96%	35.32%
Sub-total All Areas	\$137,851,621	\$161,425,304	\$163,556,607	\$167,763,794	\$159,503,316	\$157,618,581	14.34%	100.00%	96.35%
Public Safety Accounting Change - EMS	\$0	\$0	\$0	\$5,965,240	\$5,965,240	\$5,965,240	N/A	0.00%	3.65%
General/MSTU Fund Total	\$137,851,621	\$161,425,304	\$163,556,607	\$173,729,034	\$165,468,556	\$163,583,821	18.67%	100.00%	100.00%

ALTERNATIVE FY12 MILLAGE RATES

(decrease in taxable property values of 3%)

	General Fund	MSTU General	MSTU Law Enforcement	MSTU Fire Services
Property Value Growth				
Current Millage	8.3763	0.4124	1.6710	1.3391
Projected Revenue	93,068,010	1,899,719	8,274,523	6,299,648
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	(2,931,990)	(96,552)	(375,477)	(319,514)
Simple Majority Cap	8.7949	0.4465	1.7523	1.4051
Projected Revenue	97,719,021	2,056,800	8,677,107	6,610,138
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	1,719,021	60,529	27,107	(9,024)
Rollback (up)	8.7468	0.4441	1.7427	1.3974
Projected Revenue	97,184,588	2,045,744	8,629,570	6,573,914
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	1,184,588	49,473	(20,430)	(45,248)
Super Majority Cap	9.6743	0.4912	1.9275	1.5456
Projected Revenue	107,489,923	2,262,711	9,544,670	7,271,104
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	11,489,923	266,440	894,670	651,942

Assumptions used in the development of the millage rates are as follows:

- Change in taxable property values at -3.00% (very preliminary projections)
- Total new construction value estimate of \$150,000,000 (General Fund only)
- Total new construction value estimate of \$60,000,000 (MSTU's only)
- Change in State Per Capita Personal Income growth at 0.55%

ALTERNATIVE FY12 MILLAGE RATES

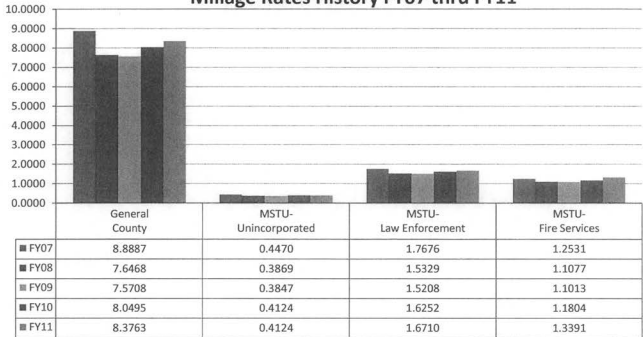
(decrease in taxable property values of 4%)

	General Fund	MSTU General	MSTU Law Enforcement	MSTU Fire Services
Property Value Growth				
Current Millage	8.3763	0.4124	1.6710	1.3391
Projected Revenue	92,108,546	1,880,135	8,189,219	6,234,703
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	(3,891,454)	(116,136)	(460,782)	(384,459)
Simple Majority Cap	8.8917	0.4512	1.7708	1.4200
Projected Revenue	97,776,053	2,057,024	8,678,317	6,611,364
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	1,776,053	60,753	28,317	(7,798)
Rollback (up)	8.8431	0.4487	1.7611	1.4122
Projected Revenue	97,241,631	2,045,626	8,630,779	6,575,049
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	1,241,631	49,355	(19,221)	(44,113)
Super Majority Cap	9.7809	0.4963	1.9479	1.5620
Projected Revenue	107,553,988	2,262,635	9,546,247	7,272,501
Budgeted Revenue	96,000,000	1,996,271	8,650,000	6,619,162
Difference	11,553,988	266,364	896,247	653,339

Assumptions used in the development of the millage rates are as follows:

- Change in taxable property values at -4.00% for General & MSTU's (very preliminary projections)
- Change in taxable property values at -3.00% for TIF's (very preliminary projections)
- Total new construction value estimate of \$150,000,000 (General Fund only)
- Total new construction value estimate of \$60,000,000 (MSTU's only)
- Change in State Per Capita Personal Income growth at 0.55%

Alachua County Government Millage Rates History FY07 thru FY11



Alachua County Board of County Commissioners
 Millage Rate and Property Tax Revenue History
 FY06 Adopted thru FY11 Adopted *

	FY07 Adopted Budget	FY08 Adopted Budget	FY09 Adopted Budget	FY10 Adopted Budget	FY11 Adopted Budget
General Fund					
Millage Rate	8.8887	7.6468	7.5708	8.0495	8.3763
Property Tax Revenue	95,561,619	93,020,261	91,708,041	96,271,640	95,657,802

Unincorporated MSTU					
Millage Rate	0.4470	0.3869	0.3847	0.4124	0.4124
Property Tax Revenue	2,168,653	2,130,217	2,024,474	2,023,771	1,957,129

Law Enforcement MSTU					
Millage Rate	1.7676	1.5329	1.5208	1.6252	1.6710
Property Tax Revenue	8,641,682	8,448,605	8,491,428	8,584,153	8,525,338

Fire Services MSTU					
Millage Rate	1.2531	1.1077	1.1013	1.1804	1.3391
Property Tax Revenue	6,116,072	6,134,013	5,829,868	5,912,104	6,489,375

Homeowner with taxable value of \$100,000 in FY06 paid **\$899** in General Countywide property taxes
 Homeowner with taxable value of \$100,000 in FY11 will pay **\$838** in General Countywide property taxes

ALACHUA COUNTY
Taxing Authority Fund Expenditures*
Fiscal Years 2001 - 2011

Fiscal Year Ended	General Government	Administrative Services	Information Services	Community Support Services	Parks & Recreation	Environmental Protection	Growth Management	Development Review	Animal Services
2001	\$ 3,120,169	\$ 4,872,488	\$ 2,393,687	\$ 6,813,023	\$ 1,222,422	\$ 1,388,841	\$ 1,438,626	\$ 313,513	\$ 1,115,287
2002	\$ 2,412,893	\$ 5,030,915	\$ 2,715,735	\$ 7,715,059	\$ 1,471,007	\$ 1,429,077	\$ 1,504,696	\$ 374,352	\$ 1,331,275
2003	\$ 2,764,431	\$ 5,376,015	\$ 2,792,825	\$ 8,114,383	\$ 1,249,426	\$ 1,358,527	\$ 1,504,664	\$ 305,815	\$ 1,334,295
2004	\$ 2,980,076	\$ 6,320,188	\$ 2,766,774	\$ 8,337,170	\$ 1,298,349	\$ 1,337,422	\$ 1,886,585	\$ 350,736	\$ 1,372,829
2005	\$ 3,220,886	\$ 7,247,830	\$ 3,223,178	\$ 9,061,428	\$ 1,342,033	\$ 1,389,761	\$ 2,050,752	\$ 403,515	\$ 1,605,901
2006	\$ 3,470,258	\$ 8,431,390	\$ 3,548,248	\$ 9,999,673	\$ 1,552,570	\$ 1,615,948	\$ 2,257,286	\$ 472,872	\$ 1,923,689
2007	\$ 3,819,462	\$ 9,239,595	\$ 3,724,819	\$ 10,446,155	\$ 1,744,725	\$ 1,794,536	\$ 2,396,368	\$ 476,339	\$ 2,201,156
2008	\$ 3,759,702	\$ 9,388,806	\$ 3,904,330	\$ 10,163,272	\$ 1,520,883	\$ 1,845,592	\$ 2,364,947	\$ 471,958	\$ 2,047,271
2009	\$ 3,910,281	\$ 9,945,504	\$ 3,862,479	\$ 9,791,806	\$ 1,541,835	\$ 1,938,191	\$ 2,598,494	\$ 427,874	\$ 2,211,052
2010	\$ 4,028,375	\$ 9,974,262	\$ 3,892,453	\$ 10,042,670	\$ 1,700,061	\$ 1,979,169	\$ 2,505,322	\$ 422,782	\$ 2,168,426
2011	\$ 3,969,583	\$ 9,535,184	\$ 3,697,550	\$ 9,421,816	\$ 1,701,639	\$ 2,122,003	\$ 2,603,615	\$ 444,145	\$ 2,088,263

Fiscal Year Ended	Public Safety	Solid Waste	Road & Bridge	Court Services	Court Administration	Clerk of Courts - Court	State Attorney	Public Defender	Guardian Ad Litem
2001	\$ 14,131,728	\$ -	\$ 7,908,863	\$ 3,167,496	\$ 3,075,360	\$ 2,890,768	\$ 179,714	\$ 19,642	\$ -
2002	\$ 14,988,351	\$ -	\$ 7,799,939	\$ 3,594,323	\$ 3,214,402	\$ 2,415,038	\$ 206,157	\$ 27,289	\$ -
2003	\$ 14,973,435	\$ -	\$ 6,433,026	\$ 3,794,826	\$ 3,703,888	\$ 2,616,537	\$ 226,146	\$ 27,304	\$ -
2004	\$ 17,500,396	\$ 76,117	\$ 8,003,798	\$ 3,796,589	\$ 3,520,113	\$ 5,095,757	\$ 241,094	\$ 35,581	\$ 66,971
2005	\$ 19,332,512	\$ -	\$ 8,650,540	\$ 4,483,674	\$ 731,128	\$ 286,485	\$ 106,028	\$ 38,613	\$ 84,255
2006	\$ 20,122,170	\$ 67,030	\$ 7,949,533	\$ 6,808,562	\$ 642,143	\$ 289,841	\$ 211,398	\$ 118,667	\$ 102,859
2007	\$ 22,790,205	\$ 60,000	\$ 11,159,818	\$ 8,171,829	\$ 797,514	\$ 294,892	\$ 110,713	\$ 56,673	\$ 92,671
2008	\$ 21,989,423	\$ 19,400	\$ 11,573,589	\$ 8,354,755	\$ 728,973	\$ 294,268	\$ 130,582	\$ 41,211	\$ 90,505
2009	\$ 21,305,291	\$ 22,486	\$ 10,271,617	\$ 8,775,279	\$ 1,027,008	\$ 294,268	\$ 252,703	\$ 258,242	\$ 98,695
2010	\$ 23,271,722	\$ 60,000	\$ 9,668,319	\$ 8,984,341	\$ 886,363	\$ 284,426	\$ 192,864	\$ 176,275	\$ 92,641
2011	\$ 23,394,708	\$ 60,000	\$ 10,065,703	\$ 8,282,203	\$ 785,396	\$ 294,268	\$ 188,349	\$ 146,078	\$ 108,468

Fiscal Year Ended	Sheriff - Law Enforcement/ CCC/Bailiffs	Sheriff - Jail	Clerk of Courts - F&A	Property Appraiser	Supervisor of Elections	Non-Departmental	Capital Projects	TOTAL
2001	\$ 24,259,483	\$ 16,741,314	\$ 1,477,411	\$ 3,795,883	\$ 958,810	\$ 6,065,398	\$ 1,114,562	\$ 108,473,488
2002	\$ 25,794,461	\$ 18,048,799	\$ 1,571,354	\$ 3,485,291	\$ 1,065,612	\$ 6,824,464	\$ 1,325,262	\$ 114,345,753
2003	\$ 26,644,785	\$ 18,645,111	\$ 6,110,449	\$ 3,415,345	\$ 1,166,624	\$ 6,956,108	\$ 1,263,380	\$ 120,777,345
2004	\$ 28,361,792	\$ 19,415,688	\$ 2,220,160	\$ 3,768,717	\$ 1,206,294	\$ 8,186,414	\$ 1,737,696	\$ 129,883,306
2005	\$ 29,427,478	\$ 20,512,405	\$ 1,830,091	\$ 4,094,234	\$ 1,024,210	\$ 7,584,756	\$ 13,445,264	\$ 141,176,957
2006	\$ 32,154,271	\$ 22,476,060	\$ 1,919,902	\$ 4,623,559	\$ 1,552,563	\$ 9,561,692	\$ 6,810,050	\$ 148,582,234
2007	\$ 36,124,497	\$ 24,835,177	\$ 2,069,714	\$ 4,816,755	\$ 1,559,145	\$ 11,676,935	\$ 7,985,000	\$ 168,444,693
2008	\$ 36,411,982	\$ 26,192,336	\$ 2,026,410	\$ 4,412,282	\$ 1,859,354	\$ 14,767,953	\$ 5,646,388	\$ 170,006,172
2009	\$ 36,713,376	\$ 27,497,571	\$ 2,111,289	\$ 4,272,375	\$ 1,673,769	\$ 14,491,844	\$ 4,991,690	\$ 170,285,019
2010	\$ 35,477,420	\$ 26,726,162	\$ 1,965,749	\$ 4,015,753	\$ 1,589,905	\$ 13,091,757	\$ 3,317,171	\$ 166,514,388
2011	\$ 34,953,858	\$ 26,606,723	\$ 1,852,531	\$ 3,938,971	\$ 1,553,157	\$ 13,563,890	\$ 2,977,561	\$ 164,355,662

* Expenditures do not include Budgetary Reserves

Countywide Millage Rates and Local Option Tax Levies for FY11

Does Not Include School Property Tax Information - Ranked by Per Capita Tax Revenue

County Rank	County Just and Taxable Property Values										Millage Rates County-wide					Property Tax Revenue					Countywide - Local Option					Local Option Gas Tax					Total All Revenues		
	2010 Population	Just Taxable	Percent of County Tax Roll	Per Capita Taxable	Operating Millage	Special District	Total Countywide	Estimated Revenue	Per Capita Property Tax	Sales Tax Rates	Local Infrast.	Estimated Revenue	Per Capita Revenue	Sales Tax Per Capita	Local Option Cent/Full	Estimated Revenue	Gas Tax Per Capita	Gas Tax Revenue	Gas Tax Per Capita	Gas Tax Revenue	Local Option Cent/Full	Estimated Revenue	Gas Tax Per Capita	Gas Tax Revenue	Local Option Cent/Full	Estimated Revenue	Gas Tax Per Capita	Gas Tax Revenue	Local Option Cent/Full	Estimated Revenue	Gas Tax Per Capita	Gas Tax Revenue	
1	County	76,817	\$ 2,471,102,059	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
2	Wagon	13,708,029	\$ 1,426,043,367	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
3	Marion	12,352	\$ 2,248,727,663	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
4	Franklin	13,352	\$ 2,248,727,663	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
5	Carroll	331,425	\$ 74,638,032,663	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
6	Nassau	17,556	\$ 1,849,118,163	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
7	Charlotte	160,746	\$ 18,491,182,163	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
8	Cherokee	160,746	\$ 18,491,182,163	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	0.07	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059	2,860,522	38.059
9	Calhoun	18,717	\$ 2,248,727,663	103.7/1,603.26	35.563	3.5653	3.5653	\$ 40,791,566	\$714	1.2	0.0	1.2	1,287,518	16.822	0.07	2,860,522	38.059	2,860,522	38.059	2,860,52													

Countywide Millage Rates and Local Option Tax Levies for FY11

Does Not Include School Property Tax Information - Ranked by Per Capita Tax Revenue

Rank	County	County Just and Taxable Property Values										Countywide - Local Option			Local Option Gas Tax			Total All Revenue Per Capita
		2010 Population Estimates	Just Value	Taxable Value	Percent of Property Value on Tax Roll	Per Capita Taxable Value	Operating Millage	Special District	Countywide Millage	Estimated Revenue	Property Tax	Local Option Sales Tax Rates	Estimated Revenue	Sales Tax Revenue Per Capita	Local Option Gas Tax Cents/Gal	Estimated Revenue	Gas Tax Revenue Per Capita	
53	Hernando	165,969	\$ 13,240,226,664	\$ 8,460,724,189	64%	\$ 51,101	9.2431		6.2431	\$ 2,967,719	\$ 224	0%	\$ -	-	0.09	\$ 7,005,706	\$ 42,313	\$ 306.4
54	Polk	154,329	\$ 27,584,735,828	\$ 26,084,862,768	69%	\$ 44,840	8.8065		6.8065	\$ 17,545,393	\$ 244	0%	\$ -	-	0.12	\$ 3,137,013	\$ 53,680	\$ 357.8
55	Jackson	51,442	\$ 3,048,454,967	\$ 1,432,377,509	47%	\$ 27,843	7.1223		7.1223	\$ 10,201,195	\$ 188	1%	\$ 4,000,195	\$ 79,511	0.07	\$ 3,565,986	\$ 69,709	\$ 347.5
56	St. Johns	146,162	\$ 12,202,424,369	\$ 7,615,182,421	62%	\$ 52,007	6.0953		6.0953	\$ 48,388,182	\$ 317	0%	\$ -	-	0.06	\$ 4,223,564	\$ 28,898	\$ 346.2
57	St. Lucie	127,417	\$ 10,202,424,369	\$ 7,615,182,421	74%	\$ 59,815	4.6643		4.6643	\$ 10,201,195	\$ 224	1%	\$ 1,764,417	\$ 65,673	0.07	\$ 1,400,335	\$ 54,301	\$ 347.0
58	Volusia	25,653	\$ 1,709,381,628	\$ 802,358,360	47%	\$ 30,815	7.0778		7.0778	\$ 1,768,384	\$ 221	1%	\$ 1,768,384	\$ 65,673	0.07	\$ 1,400,335	\$ 54,301	\$ 347.0
59	Alachua	14,453	\$ 899,788,930	\$ 367,817,203	41%	\$ 25,448	10.0000		10.0000	\$ 3,678,173	\$ 254	1%	\$ 773,469	\$ 51,512	0.06	\$ 372,579	\$ 25,848	\$ 333.8
60	Calhoun	6,181	\$ 889,878,880	\$ 297,320,899	33%	\$ 25,343	10.0000		10.0000	\$ 2,073,110	\$ 253	1%	\$ 294,319	\$ 35,978	0.07	\$ 304,708	\$ 37,248	\$ 326.8
61	Levy	119,420	\$ 1,202,125,320	\$ 408,011,967	34%	\$ 21,013	8.7500		8.7500	\$ 1,529,320	\$ 224	1%	\$ 287,054	\$ 33,332	0.06	\$ 192,349	\$ 41,833	\$ 286.0
62	DeSoto	119,420	\$ 1,202,125,320	\$ 408,011,967	34%	\$ 21,013	8.7500		8.7500	\$ 1,529,320	\$ 224	1%	\$ 287,054	\$ 33,332	0.06	\$ 192,349	\$ 41,833	\$ 286.0
63	Franklin	19,420	\$ 1,202,125,320	\$ 408,011,967	34%	\$ 21,013	8.7500		8.7500	\$ 1,529,320	\$ 224	1%	\$ 287,054	\$ 33,332	0.06	\$ 192,349	\$ 41,833	\$ 286.0
64	Lafayette	8,612	\$ 780,650,507	\$ 220,484,451	28%	\$ 25,603	10.0000		10.0000	\$ 2,073,110	\$ 253	1%	\$ 294,319	\$ 35,978	0.07	\$ 304,708	\$ 37,248	\$ 326.8
65	Ocala	195,348	\$ 25,662,881,328	\$ 14,468,871,635	56%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
66	Marion	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
67	St. James	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
68	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
69	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
70	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
71	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
72	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
73	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
74	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
75	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
76	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
77	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
78	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
79	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
80	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
81	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
82	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
83	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
84	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
85	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
86	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
87	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
88	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
89	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
90	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
91	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
92	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
93	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
94	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
95	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
96	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
97	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
98	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
99	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
100	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
101	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
102	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
103	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
104	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
105	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
106	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
107	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
108	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
109	St. Johns	15,821	\$ 28,161,246,128	\$ 14,468,871,635	51%	\$ 74,227	3.2699		3.2699	\$ 47,703,728	\$ 244	0%	\$ -	-	0.07	\$ 6,471,268	\$ 33,127	\$ 277.3
110	St. Johns	15,8																

Countywide Millage Rates and Local Option Tax Levies for FY11 Does Not Include School Property Tax Information - Ranked by Countywide Millage Rate

		County Just and Taxable Property Values										Millage Rates				Property Tax Revenue			Countywide - Local Option				Local Option Gas Tax			Total All Revenue
Rank	County	2010 Population Estimates	Just Value	Taxable Value	Percent of Property Value on Tax Roll	Per Capita Taxable Value	Operating	Special District	Total Countywide	Estimated Tax	Per Capita Property Tax	Sales Tax Rates	Estimated Revenue	Sales Tax Revenue	Per Capita	Estimated Revenue	Gas Tax Revenue	Per Capita	Estimated Revenue	Gas Tax Revenue	Per Capita	Total All Revenue				
53	Seminole	420,100	\$ 34,864,760,791	\$ 25,408,418,592	73%	\$ 60,482	0.2043	4.6943	4.6943	\$ 41,413,623	\$ 221	0%	\$ 17,850,345	\$ 17,850,345	\$ 32,653	\$ 17,850,345	\$ 32,653	\$ 32,653	\$ 451	\$ 17,850,345	\$ 32,653	\$ 486	\$ 32,653			
54	Clay	187,218	\$ 13,716,190,239	\$ 8,613,964,869	63%	\$ 45,941	4.7600	4.7600	4.7600	\$ 604,595,015	\$ 470	0%	\$ 3,150,620	\$ 3,150,620	\$ 164	\$ 3,150,620	\$ 164	\$ 164	\$ 219	\$ 3,150,620	\$ 164	\$ 383	\$ 164			
55	Alachua	128,942	\$ 108,900,971,123	\$ 127,283,320,504	76%	\$ 89,941	4.7600	4.7600	4.7600	\$ 89,979,376	\$ 771	1%	\$ 1,054,985	\$ 1,054,985	\$ 497	\$ 1,054,985	\$ 497	\$ 497	\$ 658	\$ 1,054,985	\$ 497	\$ 512	\$ 497			
56	Albany	12,332	\$ 3,268,727,663	\$ 2,013,760,322	61%	\$ 163,268	4.4347	4.4347	4.4347	\$ 372,811,773	\$ 338	0%	\$ 1,416,345	\$ 1,416,345	\$ 114	\$ 1,416,345	\$ 114	\$ 114	\$ 151	\$ 1,416,345	\$ 114	\$ 151	\$ 114			
57	Franklin	1,110,155	\$ 114,285,146,039	\$ 84,021,769,041	74%	\$ 75,665	4.1506	4.1506	4.1506	\$ 231,304,555	\$ 377	0%	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0			
58	Orange	813,648	\$ 70,351,281,296	\$ 55,727,980,232	79%	\$ 90,829	3.8438	3.8438	3.8438	\$ 236,162,240	\$ 713	0%	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0			
59	Lee	170,967	\$ 22,559,736,741	\$ 15,111,635,470	67%	\$ 88,468	3.8438	3.8438	3.8438	\$ 40,751,468	\$ 714	1%	\$ 12,482,578	\$ 12,482,578	\$ 218	\$ 12,482,578	\$ 218	\$ 218	\$ 287	\$ 12,482,578	\$ 218	\$ 287	\$ 218			
60	Marion	330,117	\$ 28,579,789,446	\$ 16,293,048,768	57%	\$ 49,160	3.6500	3.6500	3.6500	\$ 55,157,469	\$ 323	0%	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0			
61	Bay	170,967	\$ 22,559,736,741	\$ 15,111,635,470	67%	\$ 88,468	3.6500	3.6500	3.6500	\$ 55,157,469	\$ 323	0%	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0			
62	Volusia	57,120	\$ 13,705,025,227	\$ 11,480,004,093	84%	\$ 200,041	3.3445	3.3445	3.3445	\$ 65,678,466	\$ 854	1%	\$ 24,489,358	\$ 24,489,358	\$ 118	\$ 24,489,358	\$ 118	\$ 118	\$ 155	\$ 24,489,358	\$ 118	\$ 155	\$ 118			
63	Walton	57,120	\$ 13,705,025,227	\$ 11,480,004,093	84%	\$ 200,041	3.3445	3.3445	3.3445	\$ 65,678,466	\$ 854	1%	\$ 24,489,358	\$ 24,489,358	\$ 118	\$ 24,489,358	\$ 118	\$ 118	\$ 155	\$ 24,489,358	\$ 118	\$ 155	\$ 118			
64	Putnam	195,346	\$ 20,465,881,328	\$ 14,480,610,135	71%	\$ 75,665	3.0832	3.0832	3.0832	\$ 131,516,039	\$ 538	1%	\$ 53,985,394	\$ 53,985,394	\$ 139	\$ 53,985,394	\$ 139	\$ 139	\$ 182	\$ 53,985,394	\$ 139	\$ 182	\$ 139			
65	Ocala	388,268	\$ 55,668,387,096	\$ 42,200,000,732	76%	\$ 108,701	3.0832	3.0832	3.0832	\$ 43,701,726	\$ 308	1%	\$ 10,240,170	\$ 10,240,170	\$ 28	\$ 10,240,170	\$ 28	\$ 28	\$ 36	\$ 10,240,170	\$ 28	\$ 36	\$ 28			
66	Sarasota	388,268	\$ 55,668,387,096	\$ 42,200,000,732	76%	\$ 108,701	3.0832	3.0832	3.0832	\$ 43,701,726	\$ 308	1%	\$ 10,240,170	\$ 10,240,170	\$ 28	\$ 10,240,170	\$ 28	\$ 28	\$ 36	\$ 10,240,170	\$ 28	\$ 36	\$ 28			
67	Indian River	142,059	\$ 19,459,171,868	\$ 14,140,619,221	73%	\$ 99,818	3.0832	3.0832	3.0832	\$ 43,701,726	\$ 308	1%	\$ 10,240,170	\$ 10,240,170	\$ 28	\$ 10,240,170	\$ 28	\$ 28	\$ 36	\$ 10,240,170	\$ 28	\$ 36	\$ 28			
	Statewide	18,722,932																								

Notes:

1) The term, Just Value, refers to the determined fair market or classified use value of real, personal, and railroad property within the county jurisdiction.

2) The term, Taxable Value, refers to the total assessed value of real, personal, and railroad property within the county less the value of any applicable ad valorem tax exemptions.

Data Sources:

Ad Valorem Data: Florida Department of Revenue, preliminary data as of 1/26/2011. This profile will be updated after the Department's 2010 Florida Property Valuations and Tax Data report has been published.

Population Estimates: Florida Estimates of Population, 2010* Bureau of Economic and Business Research, University of Florida (2010).

All data and revenue estimates from Office of Economic and Demographic Research (EDR) Local Government website <http://data1.ufl.edu/ContentIndex.cfm>

Countywide Millage Rates and Local Option Tax Levies for FY11

Does Not Include School Property Tax Information - Ranked by Countywide Millage Rate

County	County Just and Taxable Property Values										Countywide Levels										Property Tax Revenue					Local Option Gas Tax					Total All Per Capita Revenue
	2010 Population	County Area (sq. miles)	Just Taxable	Percent of Value on Mill	Per Capita Taxable	Operating	Special	Total	Countywide	Per Capita Property Tax	Estimated Tax Revenue	Local Inflation	Estimated Revenue	Sales Tax Per Capita	Local Option Gas Tax	Estimated Revenue	Gas Tax Per Capita	Total All Per Capita Revenue	Countywide	Per Capita Property Tax	Estimated Tax Revenue	Local Inflation	Estimated Revenue	Sales Tax Per Capita	Local Option Gas Tax	Estimated Revenue	Gas Tax Per Capita	Total All Per Capita Revenue			
Adair	18,133	1,010	\$227,518,291	23%	\$14,279	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	18,133	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adams	8,819	589	\$88,816,189	23%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	8,819	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adelphi	14,453	969	\$99,789,930	37%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	14,453	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adrian	15,381	1,713	\$85,323,943	41%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	15,381	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adrian	15,381	1,713	\$85,323,943	41%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	15,381	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adrian	15,381	1,713	\$85,323,943	41%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	15,381	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adrian	15,381	1,713	\$85,323,943	41%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	15,381	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adrian	15,381	1,713	\$85,323,943	41%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	15,381	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adrian	15,381	1,713	\$85,323,943	41%	\$25,443	10,000	0.5200	10,000	0.5200	\$2,388,945	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	15,381	1%	5,214,373	32.57	1%	0.07	\$32,601	27.47	\$35,874	27.47	\$35,874	27.47	\$35,874
Adrian	15,3																														

Client Trust Index via

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

AGENDA SECTION:	Regular/ County Manager SSG	ITEM #:
MEETING DATE: 2/22/2011	DATE COMPLETED: 2/19/2011	TIME CERTAIN: NO
ITEM DESCRIPTION:	Approval of Jail Window Project Agreement between Peter Brown Construction Company and Alachua County BoCC	
REQUESTED BY: Charlie R. Jackson	ORIGINATING DEPARTMENT: Administrative Services	PREPARED BY: Charlie Jackson PREPARER'S PHONE #: 374-5229
DOCUMENT(S) REQUIRING ACTION:	Contract between Alachua County and Peter Brown to Perform Phase I and II of the County's Jail Window Project	AMOUNT: \$543,360.00

EXECUTIVE SUMMARY: In the 2009 - 2013 Capital Improvement Program (CIP), the Alachua County Board of County Commissioners approved of a project involving the replacement of windows at the County Jail. The Department of the Jail has an immediate need to replace windows at the County jail.

BACKGROUND:

In 2002, Facilities Maintenance Staff conducted a Facility Condition Inspection (FCI) of County buildings including the County jail and identified a host of facility maintenance and improvement needs. These needs resulted in a host of maintenance upgrades and system improvements ranging from a complete upgrade of the camera and touch screen system, fire alarm upgrades, space renovations, security enhancements in the lobby, installation of energy ICON water reduction projects, life safety upgrades, replacement of washers, dryers, dishwashers to the current projects including the on-going designs with the kitchen remodel and HVAC/Roof replacement projects.

During the facility condition inspection, County maintenance staff identified rust showing through the seams in windows frames and doors. An investigation surrounding the rust revealed that the rust was primarily caused by high levels of humidity from facility air conditioning units and building envelope issues caused by doors and windows installed improperly in the 90s.

Since that time, the County implemented a Jail Facility Improvement Plan starting with the replacement of rusted doors supporting the recreation yards. Upon the completion of the door installation project, County Facilities carefully integrated several minor and major maintenance improvements into a ten year plan as the synchronization of this plan was agreed to by the DOJ staff as it offered least intrusion in the day to day jail operations.

In the 2009-2013 Capital Improvement Program the County allocated and Board approved of a total of \$275,000 to replace the original identified group of windows with additional funding in FY10. While constructing the 156 bed-\$5.3M barracks facility, the County received a letter on November 14, 2008 from Robert Woody, Director of the Jail asking the County Maintenance division to consider hiring an architect to design a window that would reduce the attempts at suicide by tying off from the bars in the windows (see attachment 1). The priority shifted from the original window replacement in the Adopted CIP to the replacement of other windows that would assist in the prevention of suicide.

On June 2, 2009, County staff consulted with SL Construction during the selection of material and supplies for windows; they were already on-site providing other construction services. As County maintenance staff continued to investigate the window project scope, it was determined that due to multiple expansions to the facility, there was a variation in windows types ranging from aluminum to steel framings; thus, creating a more complex project. Because of this, the County felt that the complexity of the project could best be handled by a certified architectural firm with experience in designing to meet Florida Model Jail Standards.

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

On December 17, 2009, the County processed an emergency certification form authorizing a purchase order for Peter Brown Construction to repair and modify windows at the County Jail (see attachment 2).

On January 4, 2010, County Facilities sent Director Woody an email recommending that due to the nature of his request regarding the suicide windows, that we amend the Window Replacement project in the 2007-2011 CIP from it's original intent of replacing windows in commons areas to window retrofits in Zones A and H. (see email at attachment 3).

On March 1, 2010, Strollo Architect Firm provided the County with an Architectural Fee Proposal in the amount of \$24,950 to prepare the requested bid construction documents for the intended repairs to approximately 180 existing security windows for Phase I (see attachment 4).

On March 5, 2010, CPH provided the County with an architectural design proposal for the replacement of detention/security windows and door assemblies for the public areas and corridors for Phase II.

On March 12, 2010, the County approved of change order #1 to PO #1001144 (to Strollo Architect) in the amount of \$3,800 for the design cost for an additional 56 windows (see attachment 5).

On March 16, 2010, County staff issued CPH Engineers, Inc. a Notice To Proceed with additional design services at a cost of \$18,000 (see attachment 6).

On April 10, 2010 and for bidding purposes, Strollo Architect issued the County a project manual with construction documents.

In May and June of 2010, the County completed the field measurement of proposed windows and completed a very detailed Request For Proposal (RFP) for this project.

This project was assigned RFP# 10-432 and advertised on July 14 and 21, 2010. Notification was sent out to 407 vendors, with solicitations requested by 35 vendors. August 11, 2010, two vendors responded; Peter Brown of Tallahassee Florida and Anglin Construction of Gainesville, Florida with Peter Brown Construction Company being the lowest and most responsive bidder.

The Finance and Ranking report was approved by the Board on October 12, 2010 and BoCC approved staff to begin contract negotiation (see attachment 7).

In November 2010, County staff tasked Peter Brown to provide the County with a detailed project scope including an itemized list of windows starting with the most critical windows in Zone A and H, followed by an all inclusive list of windows covering the entire jail as identified in alternates #2 through #7 as shown at attachment 8.

In December 2010 and January 2011, Peter Brown continued to fine tune the project scope while they continued getting prices from subcontractors on material, supplies, and labor costs.

On February 4, 2011, County Maintenance staff met with Director Woody and CPT Atkins who stated that they were pleased with the project schedules.

At the February 8, 2011 BoCC meeting, Sheriff Sadie Darnell expressed to the BoCC Director Woody's concern relating to the windows, as she reported her urgency in getting the windows at the jail as a priority one.

On February 9, 2011, Peter Brown received final project pricing from subcontractors.(see attachment 8)

On February 16, 2011, Peter Brown confirmed with the County an estimated project cost and pricing in several phases (see attachment 8). Per CPT Atkins, representative for the Sheriff on Capital Projects at the Jail, indicated that replacement of many windows are important but the most critical areas are in Zones A and H (see email at attachment 9).

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

The budget remaining in the project is \$458,018. The cost to complete the Base Zone A and H is \$420,157, plus \$92,056 for general conditions (phases) plus \$31,147 for water management; a total cost of \$543,360.

On February 18, 2011, and under the direction of Mr. Rick Drumond, Assistant County Manager, the County's CIP Team met and reviewed the list of existing projects in the current CIP and identified funding in the SOE Roof Replacement Project that could be re-allocated to the Jail Windows Project. The total for the SOE Roof Replacement Project was budgeted at \$156,240. County Facilities has already bid this project and the bid amount for the roof replacement with the same type, as opposed to a different type came in under \$50,000; therefore, staff is recommending that we leave at least \$70,898 in the roof replacement budget to handle previously identified maintenance needs to reinforce existing trusses. This would free up an approximate \$85,342 to be applied to the suicide prevention window project.

ISSUES: This is a critical project and the failure to complete Phase I (comprising of zones A and H) will continue to pose a safety risk to inmates, as the replacement of windows will further reduce the possibility of inmates committing suicide by hanging themselves from windows.

ACTION

Recommendation: 1) Approve contract between Alachua County and Peter Brown Construction Co, Inc. in the amount of \$543,360.
2) Approve of the revision in the Capital Improvement Program (CIP) authorizing a budget transfer of \$85,342 from the SOE Roof Replacement Project to the ACSO Jail Window Replacement Project.
3) Authorize staff to proceed with identifying funds to complete the window replacement project.

Alternative #1: Reject the contract, and provide staff with direction.

FISCAL IMPACT

Recommendation: Approve the contract with Peter Brown Construction Co. Inc., in the amount of \$543,360.
The additional cost to complete the Jail Window Replacement is approximately \$1,241,411 for a total project cost of \$1,784,771.

Alternative #1:

Funding Sources: Capital Improvement Program

Account Code: 300-3261-523.46-20

ATTACHMENTS:

- 1) Letter from Director Woody
- 2) Emergency Certification Form
- 3) Email From Director Woody
- 4) Strollo Architect Fee Proposal
- 5) Strollo Architect Purchase Order
- 6) CPH Notice to Proceed
- 7) Finance and Ranking
- 8) Peter Brown Pricing
- 9) CPT Atkins Email on Zones A and H
- 10) Budget Amendment

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

11) Contract between Alachua County BoCC and Peter Brown Construction Co., Inc.

**SUGGESTED REFERENCE
MATERIAL:**

02/24/11
MA DEPARTMENT DIRECTOR

OMB & CONTRACTS

AGENDA OFFICE

LEGAL

COUNTY MANAGER

COMMISSION ACTION

APPROVED _____

DENIED _____

Additional Action: _____

REVISED: February 6, 2004

ALACHUA



COUNTY SHERIFF'S OFFICE

Sheriff Sadie Darnell - Department of the Jail
3333 NE 39th Avenue • Gainesville, FL 32609

November 14, 2008

Mr. Charlie R. Jackson
Facilities Manager
Alachua County Administrative
Services Department
12 SE 1st Street
Gainesville, Florida 32601

Re: Critical Safety Issue

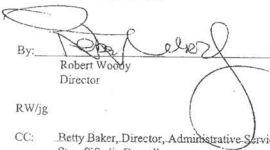
Dear Mr. Jackson:

In trying to reduce the number of attempted suicides by inmates at the ACSO Department of the Jail, the facility has an immediate need to have an enhancement to the windows provided. It is our recommendation that an architect be contacted to approve or engineer an acceptable resolution to this issue as quickly as possible.

Please provide me with the date whereby this issue will be resolved. Staff has stated it as a critical safety and security issue. Thank you for your assistance.

Sincerely,

SADIE DARNELL, SHERIFF

By: 

Robert Woody
Director

RW/jg

CC: Betty Baker, Director, Administrative Services
Sheriff Sadie Darnell

General Information: (352) 491-4444
Fax: (352) 491-4541

Director: (352) 491 -4460
Fax: (352) 491 -4537

 Printed on recycled paper

ATTACHMENT 1

Emergency Certification Form

Date: December 17, 2009

Note: Complete this form with all pertinent information (Purchasing Policy Manual, Section 3-3, Emergency Purchases). Submit this form, a requisition and all emergency backup to the Purchasing Division.

Department: Administrative Services Division: Facilities Management

Account Charged:

300 / 3261 / 523 / 46 / 20 / / / /
(Fund) (Dept/Division) (Activity) Element (Object) (Fund) (Dept/Division) (Activity) Element (Object)
/ / / / / / / /
(Fund) (Dept/Division) (Activity) Element (Object) (Fund) (Dept/Division) (Activity) Element (Object)

Authorized Department Signature: Betty M Baker Type Name: Betty Baker

Emergency Circumstances (Type In Your information for Printing): There are 178 windows that have been identified by jail staff as presenting a suicide risk for inmates at the Alachua County Jail. These windows provide an opportunity for inmates to tie off to and commit suicide by hanging. These windows are not in compliance with Florida Model Jail Standards. These windows present a hazard to the health of inmates and the risk of liability to Alachua County.

Recommended Action (Type In Your information and Print): Authorize the following purchase order to Peter Brown Construction, Inc. for \$240,076.24 to repair and modify the windows at the Alachua County Jail to prevent potential suicides and bring existing windows into compliance with Florida Model Jail Standards.

***** Purchasing Manager Use ONLY *****

Approved

Denied

[Signature]
(Purchasing Manager's Signature)

12 / 21 / 2009
(Date)

Attachment 21

REQUISITION BY: NP/EN/PO/16/PM/KARIN
SHIP TO LOCATION: FACILITIES MANAGEMENT

PURCHASE REQUISITION BR: 0000053443
STATUS: BUYER PROCESSING
REASON: EMERGENCY PURCHASE FOR ACSO-CORR

DATE: 10/01/09
DELIVER BY DATE: 11/01/09

SUGGESTED VENDOR: 1001350 PETER BROWN CONSTRUCTION INC

LINE	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
------	-------------	----------	-----	-----------	-------------	--------------------

1 REPAIR AND MODIFY 178 WINDOWS TO PREVENT SUICIDE ATTEMPTS AT THE ALACHUA COUNTY CORRECTIONAL FACILITY ACCORDING TO PLANS BY STROLOLO ARCHITECTS AND PETER BROWN CONSTRUCTION, INC. SEE ATTACHED DRAWINGS AND COST SHEETS
COUNTY CONTACT PRIOR TO COMMENCING WORK PER ALLAN WATERS, CAPITAL PROJECTS COORDINATOR, 8352.384.3017 ON 352.558.8768
COMMODITY: PUBLIC WORKS & RELATED SUBCOMMOD: BUILDING REPAIR

1.00 NA 240076.2400 240076.24

REQUISITION TOTAL: 240076.24

ACCOUNT INFORMATION

LINE	ACCOUNT	PROJECT	AMOUNT
1	30022615234620	REPAIR AND MAINTENANCE BUILDINGS	240076.24
			100.00
			240076.24

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

KARIN, PER OUR CONVERSATION THIS MORNING, I AM SENDING THIS REQUISITION BACK UNTIL I RECEIVE THE BACK TO PROCESS THIS.
11/17/09 PB
REDS PER ALLAN WATERS, THIS REQ IS STILL NOT READY FOR PROCESSING SO I AM SENDING IT BACK AGAIN
12/03/09 PB

Withey, Walter

From: Woody, Robert
Sent: Monday, January 05, 2009 7:54 AM
To: Withey, Walter
Cc: Gallagher, Joyce; Woody, Robert
Subject: FW: Security and Safety Issues at the Jail

Please handle. Thanks

From: Charlie R. Jackson [mailto:crjackson@alachuacounty.us]
Sent: Sunday, January 04, 2009 12:39 PM
To: Woody, Robert
Cc: Darnell, Sadie; Betty Baker (Administrative Services Director); Mike Seaton; Dan Bass; Richard Drummond; Suzanne Gable
Subject: Security and Safety Issues at the Jail

Robert:

Happy New Years to you and your staff. We are looking forward to working with the DOJ staff in 2009.

I have been out of the office now for a few days but came in and while going through my in box I saw your letter regarding the above topics and just wanted to get back with you.

This email is in response to your Letter dated December 23 2008 regarding two items 1) Recommendations relating to replacing broken floor tiles and 2) the status of the security window enhancement project.

I have reviewed the information and suggestions provided by Captain Norman Alkins and believes that he's on target regarding the floors, going green, enhancing safety for the officers, and lowering long term operating cost by getting away from the waxing and stripping of floors. I like the partnership idea and the concept of doing this in phases is the way to go. Can we meet and perhaps discuss this idea in more detail the very first of the year when I return. The consideration of using inmates to help with removing the tiles would be a big cost savings. Now, I will most likely argument the existing maintenance crew at the jail with in-house help from downtown and possibly use one of our contracted vendors so that we can effectively supervise the work, limiting interruptions in the daily operations at the jail.

The second concern you addressed relates to the windows. Well we moved forward with acquiring a contractor to review the proposed recommendation and once we agree on the prototype, we will hire a contractor to do the work.

As previously discussed, we have a window replacement project in the existing Capital Improvement Program (CIP) in the amount of \$162,750. Do to the fact that your concern is safety related, I would highly suggest that we amend the existing project description in the CIP to enable us to retrofit the subject windows, that can be done within the budget. Any funds remaining once the safety concerns have been resolved, that we use it to replace the low priority windows (maintenance concerns). If you agree with this, could you review the above funding suggestion with the Sheriff and get back with me asap.

In December 2008, we provided purchasing with information relating to this project and I will speak with them this week and provide you with an update on the status. I understand your concern and will do everything that

ATTACHMENT 3
12/2/2009

we can to get this resolved asap. As you are aware, we have already received an estimate from SL Construction and I believe that County purchasing requested and received the second quote but I need to find out where we are with basically resolving the administrative requirements so that we can do the work. By the way, I would be recommending to upper management that we process the window issue/s as an emergency based on your assessment as it being a safety concern.

Would you suggest that we perhaps visit another jail who has already installed these types of retrofits?

I will call you this week and set up a coordination meeting with the maintenance staff.

Thanks Charlie

PURCHASE REQUISITION NBR: 0000053445

STATUS: DEPARTMENT 1
REASON: EMERGENCY PURCHASE FOR ACSO-CORR

DATE: 10/01/09

REQUISITION BY: EM/PO/10/FW KARI N
SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 1001350 PETER BROWN CONSTRUCTION INC

DELIVER BY DATE: 11/01/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART	NUMBER
-------------	-------------	----------	-----	--------------	----------------	-------------	--------

1	REPAIR AND MODIFY 178 WINDOWS TO PREVENT SUICIDE ATTEMPTS AT THE ALACHUA COUNTY CORRECTIONAL FACILITY ACCORDING TO PLANS BY STROLLO ARCHITECTS AND PETER BROWN CONSTRUCTION, INC. SEE ATTACHED DRAWINGS AND COST SHEETS COUNTY CONTACT PRIOR TO COMMENCING WORK: ALLAN WATERS, CAPITAL PROJECTS COORDINATOR, @ 352.384.3017 OR 352.258.8768 COMMODITY: PUBLIC WORKS & RELATED SE SUBCOMMOD: BUILDING REPAIR	1.00	NA	240076.2400	240076.24		
---	--	------	----	-------------	-----------	--	--

REQUISITION TOTAL: 240076.24

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	30032615234620	REPAIR AND MAINTENANCE BUILDINGS	100.00	240076.24
				240076.24

REQUISITION IS IN THE CURRENT FISCAL YEAR.



PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

PAGE 1
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO.	101144
ORDER DATE	
REQ. NUMBER	371172010
BID NUMBER	0000053957
BUYER	
ACCOUNT NO.	PRINCESS BROWN
VENDOR NO.	3003261523108 1000769

V E N D O R	VENDOR I.D. # STROLLO ARCHITECTS INC 731 FRANKLIN LN ORLANDO FL 32801-3623
----------------------------	---

S H I P T O	ALACHUA COUNTY FACILITIES MANAGEMENT 105 SE 1ST AVENUE SUITE 2B GAINESVILLE FL 32601-6893
----------------------------	---

ITEM	REQUISITION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1		TASK ASSIGNMENT TO STROLLO ARCHITECTS FOR A/E SERVICES TO PREPARE PERMITTING AND BIDDING CONSTRUCTION DOCUMENTS FOR THE INTENDED REPAIRS TO APPROXIMATELY 180 EXISTING SECURITY WINDOWS AT THE ALACHUA COUNTY CORRECTIONAL FACILITY, PHASE I ATTACHMENT: PROPOSAL DATED 03/01/10 PRICING PER: J. PAT STROLLO @ PH: 407.423.5355 COUNTY CONTACT: ALLAN WATERS @ PH: 352.374.5229 REMARKS:	1.00	NA	24950.0000	24950.00
		ASSIGNMENT OF INTEREST: THE VENDOR AND COUNTY RECOGNIZE THAT IN ACTUAL ECONOMIC PRACTICE, OVERCHARGES RESULTING FROM ANTITRUST VIOLATIONS ARE IN FACT USUALLY BORNE BY THE COUNTY. THEREFORE, THE VENDOR HEREBY ASSIGNS TO THE COUNTY ANY AND ALL CLAIMS FOR SUCH OVERCHARGES AS TO GOODS, MATERIAL OR SERVICES PURCHASED IN CONNECTION WITH THE AGREEMENT. HOWEVER, FOR ALL OTHER ASSIGNMENTS, NEITHER PARTY				
					TOTAL	24950.00

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE; INSIDE DELIVERY UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.

FLORIDA SALES TAX EXEMPTION NO. 65-8913937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

3/11/2010

Sam M. [Signature]

03-06-10P03:24 RCVD

3/9/10

strollo

March 1, 2010

03-06-10P03:24 RCVD

Mr. Allan Waters
Alachua County
Capital Projects Coordinator
105 S.E. 1st Ave, Suite 2B
Gainesville, FL 32601-6805

RE: Alachua County Jail Window Repairs

Mr. Waters,

Please find enclosed our Architectural Fee Proposal for the Alachua County Jail Existing Security Window Repairs.

Respectfully,

STROLLO ARCHITECTS INCORPORATED

/nw

Encl.: Architectural Fee Proposal

architects

planners

731 franklin lane • orlando, florida 32801-3623 • 407.423.5355 • 407.422.5994 fax
276 river road, west • manakin-sabot, virginia 23103 • 804.784.4745 • 804.784.0226 fax
www.strolloarchitects.com



500 West Fulton Street
Sanford, Florida 32771

P.O. Box 2868
Sanford, Florida 32772-2808

Phone: 407.322.6841
Fax: 407.330.0639
AA26000926
www.cphengineers.com

March 5, 2010

Mr. Allan Waters
Capital Projects Coordinator
105 SE 1st Ave., Suite 2B
Gainesville, Florida 32601

Re: Replacement of Detention/Security Window & Door Assemblies
Along Public Corridors at
Alachua County Correctional Center
Gainesville, Florida.
Architectural Design Proposal

Dear Allan:

CPH Engineers, Inc. is pleased to provide you with Design Services for the replacement of Detention/Security window and door assemblies along Public Corridors. The location of the said Window/Door Assemblies will be identified during the Schematic Design Phase. Our Design Proposal includes the following Scope of Basic Services, including Construction Administration Services.

1. Scope of Basic Services:

Our Scope of Work is the Design of New Detention/Security window and door Assemblies to replace the existing along Public Corridors at the Alachua County Correctional Center. Our Design of New Detention/Security window and door Assemblies will include, but not necessary limited to the following items:

- Glazed Window assemblies will need to be independently tested and certified for hurricane resistance. Windows are thermally enhanced stainless steel Detention / Security Windows.
- Courtyard windows will include (20) minute attack resistant glazing.
- Public Corridor windows will include (60) minute attack resistant glazing.
- (1) Single detention door and (1) double detention door at courtyard.
- Glass units shall be sealed insulating units with 1/4" gray tinted tempered glass with low 'e', 1/2" air space, attack/hurricane resistant component (20 & 60 minute).
- Window frames shall be (14) Gauge stainless steel. "Z" glass stops will be powder coated to provide effect of a fully painted window from the exterior.
- Frames will contain tool resisting steel bars per ASTM A627-03 Grade 3. Windows will be welded to previously embedded steel component.

2. Services Not Included:

- No Telephone, Data, Television or Security/ Alarm Design required.
- No Mechanical Engineering Design required.
- Cost Estimating of Renovation Work.
- Pre-Construction Conference

Replacement of Detention/Security Window & Door Assemblies
Along Public Corridors at
Gainesville, Alachua County, FL
Architectural/ Engineering Design Proposal

SCOPE OF SERVICES

Schematic Design Phase:

- The Architect will prepare Schematic Design drawings representative of the work to be accomplished based on field survey, site meeting, record drawings and other available information provided by Alachua County Staff.
- The Schematic Design drawings will be reviewed with the County representative to ensure that all major design requirements are being addressed prior to proceeding with Design Development and Construction Documents.
- Due to the nature of this project an opinion of probable construction cost and an associated schedule will not be provided under this scope of services.

Design Development / Construction Documents:

- Based on the County's approved Schematic Design drawings the consultant will precede with the completion of the design development and construction documents concurrently. Due to the scale of the project it is anticipated that these tasks will be performed as a single combined task.
- The project specifications will also be produced during this phase of the work. These specifications will be provided in text form within the project drawings in sufficient quantity to convey the intent of the construction program, the standard of quality for equipment and material, and appropriate code references required in order to perform the work. No formal specification will be provided for this project.
- The consultant will coordinate with the County and other jurisdictional authorities in order to ascertain the permitting requirements for the project and will complete those portions of the permitting process in order to obtain a Building Permit.

strollo

March 1, 2010

Mr. Allan Waters
Alachua County
105 SE 1st Ave
Gainesville, Florida 32601

Re: Alachua County Jail

Subject: Existing Security Window Repairs,
Architectural Fee Proposal

Dear Mr. Waters,

This letter outlines Strollo Architects proposed fees to prepare the requested permitting and bidding Construction Documents for the intended repairs to approximately 180 existing security windows.

SCOPE OF WORK

The scope of services will be as follows:

A. DESIGN CONFIRMATION

1. Attend scope/design confirmation meeting with owner's representatives on site.
2. Review previously submitted design details.

B. CONSTRUCTION DOCUMENTS PHASE

1. Main task consists of the final architectural design and preparation of Construction plans for permitting, bidding, and construction (modification, repairs and reglazing) of all exterior cell and dormitory security windows. Construction plans include floor plans of the existing jail identifying locations of windows to be repaired, preparation of pertaining construction details, window and glazing schedules, and additional information as maybe required by the permitting authority. Project specifications will also be prepared.

C. BIDDING PHASE

Assist the owner during the bidding phase, attend pre-bid meeting, provide responses to bidders questions, preparation of addenda, review of bids received, make recommendations as to award of construction contract.

D. PERMITTING

Assist the owner and contractor in obtaining the required building permit.

E. CONSTRUCTION PHASE

Review contractor's fabrication submittals, schedule, applications for payment, and final completion. Make three (3) site visits during construction to observe contractors progress and conformance to the construction documents.

architects

planners

731 Franklin Lane • Orlando, Florida 32801-3623 • 407.423.5355 • 407.422.5994 fax
276 River Road, West • Manakin-Sabot, Virginia 23103 • 804.794.4745 • 804.784.0226 fax
www.strolloarchitects.com

K:\WATSON\TOM LTRS, TASKS\FeeProp\tr\Alachua3.1.10.doc

ATTACHMENT 4

F. ASSUMPTIONS

1. Owner will provide the Architect with copies of the existing jails original drawings.
2. Permit Application fees will be paid by the contractor or owner.
3. Site visits required beyond the six (6) Included in this fee proposal will be invoiced and paid at \$1,000 per trip/visit.

PAYMENT AND COMPENSATION

Compensation shall be as follows:

- A. Design/scope confirmation,
including 1 meeting.....\$1,000.00
- B. Construction Documents phase,
Preparation of documents
including 1 meeting.....\$14,350.00
- C. Bidding Phase
Attend 1 Pre-Bid Meeting,
Prepare Addenda,
Review bids,
Make recommendation.....\$2,500.00
- D. Permitting Phase
Assist contractor and owner
in obtaining building permit.....\$800.00
- E. Construction Phase
Review submittals,
Make site observations
(3 site visits),
Review applications
for payment\$5,500.00

Total-Basic-Services.....\$24,150.00

Reimbursables:

Reproduction of Documents
for review

(Owner will incur cost of
bidding sets and permitting sets).....\$ 800.00

Grand Total.....\$24,950.00

architects

731 franklin lane • orlando, florida 32801-3623 • 407.423.5355 • 407.422.5994 fax
276 river road, west • manakin-sabot, virginia 23103 • 804.784.4745 • 804.784.0226 fax
www.strolloarchitects.com

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planners

REQUEST FOR PURCHASE REQUISITION

Requisition: # 54193

Date: 5/21/2010
Person: CHANGE ORDER #1 to PO #1001144: Design & Engineering services to replace 56 additional windows at the Alachua County Jail.

VENDOR SECTION

Vendor Name: Strollo Architects Incorporated
Vendor Address: 731 Franklin Lane, Orlando, FL 32801-3623
Vendor Contact: Tom Rappe
Vendor Phone Number: 407-423-5355
Vendor Fax Number: 407-422-5994
Vendor Remit Address: _____

DIVISION/DEPARTMENT SECTION

Contact Person: Allan Waters
Estimated Delivery Date: 5/31/2010
Item Description (1): CHANGE ORDER #1 to PO# 1001144
For additional design and engineering services to replace 56 additional existing windows at the Alachua County Jail which represent an escape or suicide risk in the original Jail structure.

Quantity: 1 unit
Unit Cost: \$ \$3,800.00
Estimated Freight Cost: \$ _____

Estimated Delivery Date: _____
Item Description (2): _____

Quantity: _____
Unit Cost: \$ _____
Estimated Freight Cost: \$ _____

Estimated Delivery Date: _____
Item Description (3): _____

Quantity: _____
Unit Cost: \$ _____
Estimated Freight Cost: \$ _____

Facilities Management Administration Office Use

Facilities Superintendent's Review & Approval:

Allan Waters Date: May 21, 2010Account Number: 300-3261-523.31-08Balance Prior to Purchase: \$221,996.76

Account Balance Verified By: _____

Facility Manager's Approval: _____

Facilities Manager's Use Only

Date: 5/21/10



**ALACHUA COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT**

105 S.E. 1st Avenue, Suite 2B · P.O. Box 1467
Gainesville, Florida 32602-1467
Tel. (352) 374-5229 · Fax (352) 374-5279
Suncom 651-5229
Home Page: www.co.alachua.fl.us

Charlie Jackson
Facilities Manager

NOTICE TO PROCEED

Date: 3/16/2010

Vendor: CPH Engineers, Inc.

Address: PO Box 2808, Sanford, FL 32772-2808

Contact: Victor Tan

Project Name: Alachua County Jail Window Project

Vendors Cost Proposal: \$ 18,000.00 _____ ()

Account Code: 300-3261-523.31-08 _____

Dear Mr. Tan :

You are hereby given "Notice to Proceed" with the above referenced project in accordance with the Continuing Service Contract, your proposal dated 3/5/2010, and the terms of your agreement with the Alachua County Board of Commissioners dated October 1, 2008.

Encumbrance Number shall be issued for this project; however, commencement is not contingent upon your receipt of this number. Please proceed immediately.

The project completion date shall be 90 days from the start date of the approved signatures.

Should you have any questions or concerns, please call me.

Sincerely,

Charlie Jackson
Alachua County Facilities Manager

xc: Karin Smith, Senior Accounting Clerk
John Johnson, Contract Coordinator
Betty Baker, Director, Administrative Services

Attachments:[check all which apply]
Vendor's proposal
Scope of Work



Attachment C11

PURCHASE REQUISITION NBR: 0000053973

STATUS: DEPARTMENT 1
REASON: TASK ASSIGNMENT TO CPH ENGINEERS

DATE: 3/15/10

REQUISITION BY: NP/CNT/PP/10/FW KARI N

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 1002507 CPH ENGINEERS INC

DELIVER BY DATE: 9/08/10

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	--------------	--------------	----------------	-----------------------

1	TASK ASSIGNMENT FOR A&E SERVICES FOR THE REPLACEMENT OF WINDOW AND DOOR ASSEMBLIES ALONG PUBLIC CORRIDORS AT THE ALACHUA COUNTY CORRECTI ONAL FACI LITY	18000 00 NA	1.0000	18000.00	
---	---	-------------	--------	----------	--

DESIGN NEW ENERGY EFFICIENT DETENTION/ SECURITY WINDOW AND DOOR ASSEMBLIES TO REPLACE OLD AND INEFFICIENT DOOR AND WINDOW ASSEMBLIES.

COUNTY CONTACT PRIOR TO COMMENCING WORK: ALLAN WATERS, CAPITAL PROJECTS COORDINATOR, @ 352.258.8768

COMMODITY: PUBLIC WORKS & RELATED SE
SUBCOMMOD: BUILDING REPAIR

REQUISITION TOTAL: 18000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	30022615233108	PROFESSIONAL SERVICES ENGINEERING	100.00	18000.00

18000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



500 West Fulton Street
Sanford, Florida 32771

P.O. Box 2808
Sanford, Florida 32772-2808

Phone: 407.322.6841
Fax: 407.330.0639
AA26000926
www.cphengineers.com

March 5, 2010

Mr. Allan Waters
Capital Projects Coordinator
105 SE 1st Ave., Suite 2B
Gainesville, Florida 32601

Re: Replacement of Detention/Security Window & Door Assemblies
Along Public Corridors at
Alachua County Correctional Center
Gainesville, Florida.
Architectural Design Proposal

Dear Allan:

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- Glazed Window assemblies will need to be independently tested and certified for hurricane resistance. Windows are thermally enhanced stainless steel Detention / Security Windows.
- Courtyard windows will include (20) minute attack resistant glazing.
- Public Corridor windows will include (60) minute attack resistant glazing.
- (1) Single detention door and (1) double detention door at courtyard.
- Glass units shall be sealed insulating units with 1/4" gray tinted tempered glass with low 'e', 1/2" air space, attack/hurricane resistant component (20 & 60 minute).
- Window frames shall be (14) Gauge stainless steel. "Z" glass stops will be powder coated to provide effect of a fully painted window from the exterior.
- Frames will contain tool resisting steel bars per ASTM A627-03 Grade 3. Windows will be welded to previously embedded steel component.

2. Services Not Included:

- No Telephone, Data, Television or Security/ Alarm Design required.
- No Mechanical Engineering Design required.
- Cost Estimating of Renovation Work.
- Pre-Construction Conference

3. Deliverables

3.1 Submittals:

- Schematic Design
- Design Development/Construction Documents (Building Permit Set)

3.2 Construction Administration Phase:

- Submittals: Review Contractor provided Shop Drawings.
- Answer Contractor's RFI/Questions during construction
- (2) Site Visits to observe the work at time of substantial completion.

4. Compensation

CPH will perform the above Scope of Basic Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task.

Fee Proposal for Basic Services:

For the Scope of Basic Services defined above, CPH requests a fixed fee of \$ 18,000.00.

<u>Phase No.</u>	<u>Phase Description</u>	<u>Fee</u>
1.0	Schematic Design Phase	\$ 2,000.00
2.0	Development Development/Construction Documents Phase	\$ 9,000.00
3.0	Normal Permitting Phase	\$ 2,000.00
4.0	Contract Administration Phase	\$ 5,000.00
Total Fee For Basic Services		\$18,000.00

Additional/Optional Services

Additional/Optional services are those, which fall outside of the proposed Scope of Basic Services including design changes requested after final Construction Documents have commenced and services required during the Bidding or Construction Phases. CPH and its consultants will provide Optional Services upon the client's request and/or advance written approval, on the basis of hourly compensation according to CPH Hourly Rate Schedule.

This proposal is submitted in accordance with the conditions set forth with our continuing services agreement, effective October 1, 2008. Should you have any questions or concerns regarding this proposal please contact me at our Sanford CPH office.

Sincerely,
CPH Engineers, Inc.

Victor Tan AIA, NCARB
Vice President / Associate

Cc: Jerry Cox, CPH Engineers, Inc.

Replacement of Detention/Security Window & Door Assemblies
Along Public Corridors at
Gainesville, Alachua County, FL
Architectural/ Engineering Design Proposal

SCOPE OF SERVICES

Schematic Design Phase:

- The Architect will prepare Schematic Design drawings representative of the work to be accomplished based on field survey, site meeting, record drawings and other available information provided by Alachua County Staff.
- The Schematic Design drawings will be reviewed with the County representative to ensure that all major design requirements are being addressed prior to proceeding with Design Development and Construction Documents.
- Due to the nature of this project an opinion of probable construction cost and an associated schedule will not be provided under this scope of services.

Design Development / Construction Documents:

- Based on the County's approved Schematic Design drawings the consultant will precede with the completion of the design development and construction documents concurrently. Due to the scale of the project it is anticipated that these tasks will be performed as a single combined task.
- The project specifications will also be produced during this phase of the work. These specifications will be provided in text form within the project drawings in sufficient quantity to convey the intent of the construction program, the standard of quality for equipment and material, and appropriate code references required in order to perform the work. No formal specification will be provided for this project.
- The consultant will coordinate with the County and other jurisdictional authorities in order to ascertain the permitting requirements for the project and will complete those portions of the permitting process in order to obtain a Building Permit.

Bidding Services:

- No bidding services will be provided under this scope of services.

Construction Administration:

- The consultant will provide interpretation of plans, drawings and specifications and issue instructions to the General Contractor as necessary for the completion of the work.
- Inspections will be limited to (2) site observations:
 - 1st Inspection is at Pre Construction Conference.
 - 2nd Inspection is at substantial completion for the entire project, a summary report derived from that inspection will be provided to the county.
- The consultant will review and coordinate the approval of the contractor as-built drawings and associated submittal documents.

The above Scope of Services is intended to provide a general outline as to the consultants understanding of the work anticipated to be performed under this Assignment. Given the minor nature of the installation of Clean Agent and replacement work being undertaken within this project the County will direct purchasing major equipment items and contracting the repair work with a contractor that is pre-approved by the County, under their Job Order Contracting. The general intent of this Assignment is to provide design services to permit the project as necessary and illustrate the work to be completed by the contractor.

REQUEST FOR PURCHASE REQUISITION

Requisition: # 53873Date: 3/12/2010Reason: Task Assignment for A&E Services for the replacement of window and door assemblies along public corridors at the Alachua County Correctional Center

VENDOR SECTION

Vendor Name: CPH Engineers, Inc.
Vendor Address: PO Box 2808, Sanford, FL 32772-2808
Vendor Contact: Victor Tan
Vendor Phone Number: 407-322-6841
Vendor Fax Number: 407-330-0639
Vendor Remit Address: _____

DIVISION/DEPARTMENT SECTION

Contact Person: Allan Waters
Estimated Delivery Date: 180 days
Item Description (1): Design new energy efficient detention /security window and door assemblies to replace old and inefficient door and window assemblies in the public areas and corridors at the Alachua County Correctional Center

Quantity: 1
Unit Cost: \$ 18,000
Estimated Freight Cost: \$ _____

Estimated Delivery Date: _____
Item Description (2): _____

Quantity: _____
Unit Cost: \$ _____
Estimated Freight Cost: \$ _____

Estimated Delivery Date: _____
Item Description (3): _____

Quantity: _____
Unit Cost: \$ _____
Estimated Freight Cost: \$ _____

Facilities Management Administration Office Use

Facilities Superintendent's Review & Approval: Allan Waters Date: 3/12/2010

Account Number: 300-3261-523-46-20 Balance Prior to Purchase: 239,996.76
Account Balance Verified By: CS

Facility Manager's Approval: [Signature] Date: 3/12/10



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 27, 2010

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #10-432; Window Replacement at the Alachua County Correctional Center

Deadline for Receipt of Proposals:

2:00 p.m., Wednesday, August 11, 2010

Advertisement Dates:

July 14, 2010 and July 21, 2010

Notifications sent to:

407 Vendors

Solicitations Requested by:

35 Vendors

Responses Received From:

2 Vendors

Firms:

Anglin Construction Co.
Gainesville, FL

Peter R. Brown Construction, Inc.
Tallahassee, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. Peter R. Brown Construction, Inc.
2. Anglin Construction Co.

APPROVED THIS 12th DAY OF October, 2010

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Gordon Zinn Chestnut
Chairperson

ATTEST:

Clerk

LMS/mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4569

1-866-822-5106 (toll free) ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.



Attachment 7

Alachua County Jail Window Replacement
Clarifications
Peter R. Brown Construction, Inc.
February 16, 2011

	Budget Remaining	
Base – Zone A and Zone H (Phase I)	\$420,157	\$458,000
Alternate # 1 – 9/16" Tinted Secur-Tem+Poly Glazing (Phase I – Zone A and Zone H)	(\$17,203)	
Alternate # 2 – Zone C, F, D, G (Phase I)	\$321,413	
Alternate # 3 – 9/16" Tinted Secur-Tem+Poly Glazing (Phase I – Zone C, F, D, G)	(\$18,422)	
Alternate # 4 – General Conditions (Phase I)	\$92,056	
Alternate # 5 – Water Management Testing (Phase I)	\$31,147	
Alternate # 6 – Phase II CPH (Lump Sum)	\$938,420	
Alternate # 7 – Optional Deduct		
Change 14 ga. Stainless steel frames to 14 ga. Galveannealed steel frames		
		(\$170,697)

General Requirements

1. Price is based on the job running concurrent with the Alachua County Energy Improvements project. If the projects do not run concurrent, Alternate #4 must be accepted.
2. Building permit fees, plan review fees, inspection fees, threshold inspection fees, fire marshal fees are not included.
3. Lead, mold and other hazardous and toxic material survey, testing and abatement is not included.
4. In the event of a Builder's risk insurance claim, the deductibles are paid by the Owner.
5. Pricing remains valid until March 16, 2011.

Allan Waters

From: Adkins, Norman [nadkins@alachuasheriff.org]
Sent: Thursday, February 10, 2011 3:33 PM
To: Allan Waters
Cc: Charlie R. Jackson; Woody, Robert; Walter Withey; Jeffery Cloutier
Subject: RE: Order of Priority for Jail Window Replacements

Allan I need to know cost per window and how much we have to work with because this puts us in a precarious position when trying to predict which housing unit the next suicide attempt might take place. The three suicides in the past 15 plus years occurred in three completely different sections of the facility and we have 32 separate housing units. We both know the entire facility should be addressed but I also understand there is a limited amount of funds. While the logical place to start is where the largest population of identified high risk inmates is housed, all inmates pose some risk simply by being incarcerated. You tell me how many windows you can fix with the budget you have and we can start prioritizing. Thanks Norm

From: Allan Waters [mailto:awaters@alachuacounty.us]
Sent: Thursday, February 10, 2011 3:02 PM
To: Adkins, Norman
Cc: Charlie Jackson
Subject: Order of Priority for Jail Window Replacements

Captain Adkins

Please send me a detailed order of priority for the Jail Window Replacements. I want to make sure the windows replaced reflect what you feel are the most critical and that they be replaced in the proper order. Thanks

GO GREEN
GREEN = 4x GOOD
Good for the Present
Good for the Future
Good for the Planet
Good for the Bottom line

FACILITIES CAPITAL PROJECTS UPDATE MEETING

FEBRUARY 14, 2011

In attendance were:

Charlie Jackson, Facilities Manager
Ron Akins, Admin. Services Support Manager
Capt Adkins, ACSO
John Moorhouse, ACSO
Russ Mullins, Facilities Management
Allan Waters, Capital Projects Coordinator
Allen Dyson, Facilities Supervisor
Isaac Whigham, Minn. Projects
Karin Smith, Admin. Services

CAPITAL PROJECTS GENERAL

1. ACSO Jail IPS Main Generator Switchboard Repairs - Installation of the PLC is tentatively scheduled for the first week in March. Mr. Mullins stated that the install will be quick and simple.
2. ACSO Jail Tile Repair in Showers - Mr. Waters said additional funds are needed to replace the tiles in all showers. All options were reviewed and the conclusion is that we need to replace all tiles; have epoxy grouting and epoxy paint done that cannot be accomplished with the original \$46,716 (original proposal). Mr. Jackson said to get more funding; let's do a requisition. Mr. Waters said his new proposal includes shower drains. Isaac Whigham is the contact person downtown for this project. Mr. Waters said we're doing this project in phases. Mr. Akins said now we're going from repair to replacement. Isaac Whigham is the contact person downtown for the duration of this project.
3. ACSO Jail Kitchen Renovation Phase I & II - Contract is being prepared for approval by the Board at the March 22, 2011 Board meeting. Phil Jackson is assigned to this project. Mr. Jackson said we may be able to walk it on before. Phil Jackson is assigned to this project for the duration, approx. one year.
4. ACSO HQ & CCC Window Shutter Replacement - Mr. Waters said project is moving quickly; replacing motors on shutters. Contractor has five or six

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT

FOR OMB USE ONLY
OMB REFERENCE # <u>B-11-100</u>
GROUP NUMBER <u>2737</u>
PERIOD/DATE <u>05/2011</u>

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Capital Projects - General	SOE Warehouse Roof Replacement	Repair & Maintenance	300-1204-519.46-00		(85,342)
2	Capital Projects - General	Sheriff-Jail Window Replacement	Repair & Maintenance	300-3261-523.46-20		85,342
3						
4						
5						
6						
7						
8						
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11						
12						
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16						
17						
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19						
20						
21						
22						

RECEIVED
 2011 FEB 29 A 1:33
 ALACHUA COUNTY ONE

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	0	0
COMBINED TOTAL	0	0

REASON FOR AMENDMENT: Transferring funds from the SOE Warehouse Roof Replacement project to the Sheriff-Jail Window Replacement project to cover additional costs for water intrusion testing and additional costs if this project will not go parallel with the Roof/HVAC project at the Jail.

PREPARED BY: [Signature] 2/21/11

ANALYST (B)

2011 MAR 9 AM 8 57

RECEIVED
 FINANCE & ACCOUNTING
 CLERK OF CIRCUIT COURT

ELECTED OFFICIAL OR DEPARTMENT HEAD [Signature] 2/21/11

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET [Signature]

CHAIR OR COUNTY MANAGER

Attachment 10

Alachua County Department of Administrative Services

Betty M. Baker, Administrative Services Director

Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Jacqueline Chung, Equal Opportunity Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Larry Sapp, Purchasing Manager

MEMORANDUM

TO: Randall H. Reid, County Manager
FROM: Betty Baker, Administrative Services Director
RE: Absence from the Office
DATE: February 21, 2011

I will be out of the office Monday, February 21. In my absence, Larry Sapp, Purchasing Manager, will act on my behalf and will have full signature authority until my return.

If you need assistance, please do not hesitate to contact my assistant Lynne at (352) 374-5220.

Thank you.

BB/lg

cc: Richelle Sucara, Deputy County Manager
Rick Drummond, Assistant County Manager
Dave Wagner, County Attorney
Todd Hutchinson, Finance and Accounting Director
Department Directors
Administrative Services Division Managers

12 S.E. 1st Street ■ P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■

Tel. (352) 374-5219 ■ Suncom 651-5219 ■ Fax (352) 374-5233 ■ TDD (352) 491-4431

Email: Betty M. Baker - bbaker@alachuacounty.us



ALACHUA COUNTY
GENERAL CONSTRUCTION AGREEMENT

ACSO Jail Window/Frame Replacement Phase I & II

Peter R. Brown Construction, Inc.

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ATTACHMENT A: CONTRACT SPECIFICATIONS

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EXHIBITS

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- EXHIBIT C: FORM OF PAYMENT BOND
- EXHIBIT D: FORM OF PERFORMANCE BOND
- EXHIBIT E: INSURANCE
- EXHIBIT F: RELEASE AND AFFIDAVIT
- EXHIBIT G: APPLICATION FOR PAYMENT
- EXHIBIT H: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

ATTACHMENT C: SCOPE OF SERVICES

ATTACHMENT D: SCHEDULE OF VALUES

ATTACHMENT E: LIST OF DOCUMENTS

ATTACHMENT F: CLARIFICATIONS, ASSUMPTIONS, AND LIST OF ALTERNATES

GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") made and entered into this 2nd day of March 2011 by and between Peter R. Brown Construction, Inc., hereinafter referred to as "Contractor" doing business at 1424 Piedmont Drive East, Tallahassee, FL 32308; and ALACHUA COUNTY, FLORIDA, political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

1. THE WORK:

- a. That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in **Attachment C** (Scope of Services) and all incidental and necessary work thereto. (The Work)

2. TERM OF CONTRACT:

- a. The initial term of the contract will be from the date of execution of this agreement until the work is completed as required by the Notice to Proceed (NTP) (**Attachment A; Exhibit 1**) and be completed by the date specified in the NTP unless amended or terminated as provided herein.

3. COMPENSATION AND PAYMENT

- a. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
- b. The Contractor shall be paid the sum of Five hundred and forty three thousand, three hundred and sixty Dollars (\$543,360.00) for Phase I, Base and Alternates #4 and #5, only, allocated as provided in the Schedule of Values Attached hereto.
- c. The County may, at its sole option, authorize Phase I Alternates #1, #2 or #3, or Phase I and Alternates #6 or #7, through issuance of a Notice to Proceed Change order approved by either the Country Manager or the Board of County Commissioners as required by County Procedures.

- d. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Facilities Manager
ATTN: Charlie R. Jackson
Post Office Box 2877
Gainesville, FL 32607-2877

- e. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Peter R. Brown Construction, Inc.
1424 Piedmont Drive East
Tallahassee, Florida 32308

- f. No additional reimbursable expense will be paid under this Agreement

4. PROGRESS PAYMENTS AND RETAINAGE:

- a. That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP and Attachment B. In case of conflict in payment terms, the terms in the NTP shall prevail.

- b. If the total cost of the Work required is less than \$200,000, it is agreed that 10% of the amount earned through each progress payment (if provided for) as set forth in the NTP or Attachment B will be withheld until the Project reaches Substantial Completion. Upon substantial completion, the County may reduce the retainage to 5% and if there are no outstanding issues, pay to the Contractor one-half (1/2) of amount of retainage being held. Upon final completion and acceptance the County will pay the Contractor all retainage amounts held by the County.
- c. If the total cost of the Work required is greater than \$200,000.00 it is agreed by both parties hereto that progress payments (if provided for) and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP or Attachment B as provided above. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as installation of one-half of the total windows. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.
- d. Upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within fifteen (15) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within ten (10) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.
- e. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

5. ASBESTOS FREE MATERIALS:

- a. All work under this Contract will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

- b. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

6. LIQUIDATED DAMAGES:

- a. It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County and will be complete within the time specified by the NTP
- b. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of \$200.00 per day for each and every calendar day after the date fixed for such substantial completion for the project.
- c. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum he sum of \$100.00 per day for each and every calendar day after the date fixed for such completion for the project. It is agreed by both parties that time is of the essence for the completion of this project. The Contract time shall begin with the issuance of a NTP and will be complete within stated calendar days from the issuance of the NTP. Details are provided in Specific Terms.

7. RELEASE OF LIENS:

- a. It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provided in **Exhibit F**. The Contractor shall also provide a Release of Liens

from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit H** or on a form acceptable to the County.

8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS:

- a. This document, the NTP, and any other documents listed or attached to this Contract are made a part of the Contract the same as though they were set forth at length herein.
- b. In cases of discrepancy, the governing order of the documents is as follows:
 - 1. Contract Specific Term
 - 2. General Terms
 - 3. Scope of Service
 - 4. Notice to Proceed

9. INDEMNIFICATION:

- a. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.
- b. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

- d. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.
- e. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. INSURANCE:

Throughout the term of this project, the Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit E**.

11. BONDS:

- a. The Contractor shall provide Payment and Performance bonds in the amount of the Work (Attachment B) for the term of this agreement in the form attached hereto as **Exhibits C & D**. That it is mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

12. SEVERABILITY:

- a. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

13. AMENDMENT:

- a. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

14. INDEPENDENT CONTRACTOR:

- a. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

15. OPTIONAL PARTICIPATION OF CONSULTANT:

- a. The County is free to elect to have a Consultant on the job site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Contract referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the Facilities Manager.

16. CHOICE OF LAW:

- a. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

17. COMPLETE AGREEMENT:

- a. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

18. NON-WAIVER:

- a. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.

19. SUCCESSORS AND ASSIGNS:

- a. The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

20. NO THIRD PARTY BENEFICIARIES

- a. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

21. COUNTERPARTS:

- a. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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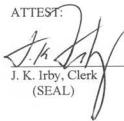
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

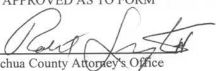
BY: _____

Lee Pinkoson, Chair

ATTEST:


J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM


Alachua County Attorney's Office

PETER R. BROWN CONSTRUCTION, INC.

ATTEST: (by corporate officer)

By: _____

(Signature)

Print/Type: Darlene Hunt
(Name)

Title: Corporate Secretary

By: _____

(Signature)

Print/Type: Gregory P. Hayes
(Name)

Title: Sr. Vice President

ATTACHMENT A: CONTRACT SPECIFICATIONS

CONTRACT SPECIFIC TERMS

1. (RESERVED)

2. PRICING

- 2.1. The actual pricing for work performed under the Contract will be as provided in the Scope of Services and the NTP.

3. HOURS OF WORK

- 3.1. Standard hours of work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any work at any time or access the site of the Work without specific written (by memorandum or email) of the Owner's representative.
- 3.2. Non-standard hours are hours required by Owner to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 3.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 3.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.
- New Years Day
 - Martin Luther King Day
 - Memorial Day
 - 4th of July
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the day after Thanksgiving
 - Christmas Day

4. WORK AUTHORIZATION

- 4.1. Any work required under this Contract shall be authorized by issuance of formal, written NTP, based on the Scope of Services (Attachment C):
- 4.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit A**.
- 4.3. NTPs issued under this Agreement and amendments to NTP shall authorized by signature of the Director of Administrative Services or designee.

5. SCHEDULING OF WORK

- 5.1. Alachua County will issue a Notice to Proceed for the Work. The first day of performance under a NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion. When Alachua County determines the Work to be substantially complete, Alachua County will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Work. Contractor shall proceed promptly to complete and correct items on the list.
- 5.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
- 5.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by the Contractor and replaced to its original location upon completion of the work. If the furniture and portable office equipment cannot be replaced to its original location, Alachua County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.
- 5.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 5.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval.

6. CONTRACTOR'S RESPONSIBILITIES:

- 6.1. The Contractor shall supervise, perform and direct the work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions

of the work under this Agreement. The Contractor shall ensure that the completed work complies accurately with the contract documents.

- 6.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to Alachua County Purchasing and Contracts Division and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting contract time, contract sum and contract interpretation will be confirmed in writing by Alachua County.

7. DESIGN:

- 7.1. Contractor's duties under the Contract may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The Contractor agrees to provide detailed design drawings and plans if requested by Alachua County, with reimbursement included in an amended NTP and said cost should be incidental to the project.
- 7.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total project cost, unless properly justified and approved by Alachua County.

8. ALACHUA COUNTY-FURNISHED UTILITIES:

- 8.1. Alachua County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 8.2. Water:
 - 8.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of work under this Contract. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Contract.
 - 8.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Services. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Alachua County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of

Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Alachua County.

8.3. Electricity:

8.3.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Contractor to determine the extent to which existing Alachua County electrical facilities are adequate for the needs of this Contract.

8.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Alachua County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Alachua County.

9. DIRECT PURCHASE OF MATERIALS

9.1. County may purchase materials directly and provide them to Contractor for use on the project. The Contractor will provide County with a list of bulk materials needed on the project, the cost for those materials including sales tax, and a schedule of values showing when those items are needed. If County elects to purchase certain items, Contractor will prepare a deductive change order to the contract. County shall issue a purchase order and Contractor has sole responsibility for establishing delivery and schedule. There will be no reimbursement to the Contractor if the materials are obtained by the County at less than the estimated cost.

10. PROCEDURES:

10.1. Pre-Construction Conference: After award of the contract and before the issuance of the initial NTP under this contract, Alachua County will conduct a conference to acquaint the Contractor with Alachua County policies and procedures that are to be observed during the prosecution of the work and to develop mutual understanding relative to the administration of the contract

10.2. The work of this Contract shall be determined by the Scope of Services (Attachment C). The Contractor shall perform its construction work in accordance with this contract including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract General Conditions. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

- 10.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
- 10.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP..

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ATTACHMENT B: GENERAL CONDITIONS

GENERAL CONDITIONS

GENERAL PROVISIONS

A. Definitions

- i. Agreement: The contract executed by the County and the Contractor for the performance of the work.
- ii. Board: The Alachua County Board of County Commissioners, its successors and assigns.
- iii. NTP Amendment: A written document ordering a material change in the work requiring a change to the Contract Amount and/or the Contract Time, issued and signed by the Consultant.
- iv. Claim: A demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- v. Consultant: The independent professional or the authorized representative who has contracted with the County for design and administration of a project. If no Consultant is designated by the County, then the County shall have and perform the duties and responsibilities of the Consultant
- vi. Contract Modifications: Written amendment to the contract either by NTP Amendment, or Field Order.
- vii. Contract Amount: The amount established in the Scope of Services (Attachment C) as the total amount to be paid for the work by the County to the Contractor as amended by NTP Amendments.
- viii. Contract Time: The period of time, including authorized adjustments, allotted in the NTP for Substantial Completion of the Work.
- ix. Contract: The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by a Contract Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the County and a Subcontractor or Sub-subcontractor or (3) between any persons or

entities other than the County and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

- x. Contract Documents: The Contract, a Scope of Services the Notice to Proceed, Drawings, Addenda, submitted proposal supplementary instructions, and any additional documents the submission of which is required by the Consultant.
- xi. Contractor: The person, firm, corporation, organization or agency with whom the County has executed this Contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.
- xii. County: The Alachua County Board of County Commissioners, the County Manager, or the County's Representative.
- xiii. County Representative: Any representative of the County so designated by the County's Facilities Manager for the purpose of this contract.
- xiv. Date of Commencement: The date established in the "Notice to Proceed" issued by the County.
- xv. Day: A calendar day
- xvi. Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. The Drawings or reproductions thereof, pertain to the work to be performed and have been prepared or approved by the Contractor or Consultant.
- xvii. Field Order: A written order issued by the Consultant for minor changes in the work but which does not involve the Work Amount, Scope or the Contract Time.
- xviii. Final Completion: The date certified by the Consultant on the Final Application for Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and all contractual requirements have been met excluding work under warranty.
- xix. General Specifications: That portion of the Contract consisting of the written requirements for contractual relationships and responsibilities by and between the County, Contractor, and Consultant. The General Specifications General Conditions,

- Forms, and all other applicable sections of the Contract Documents.
- xx. Product: The term "product" includes materials, systems and equipment.
- xxi. Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the County or by separate contractors.
- xxii. Proposal: A written quotation which may include drawings, technical specifications and other details for a specific project as requested by the County. The proposal shall include the total price for the project as well as the time to complete. No oral proposals will be accepted.
- xxiii. Specifications: The Proposal and addenda prepared by the Contractor
- xxiv. Sub-Subcontractor: Any person, partnership, or corporation under contract to any Subcontractor or Sub-Subcontractor ad infinitum to supply labor, material, equipment, or services in the performance of the work described in the contract documents.
- xxv. Subcontractor: Any person, partnership, or corporation under contract to the Contractor to supply labor, material, equipment, or services in the performance of the work described in the contract documents.
- xxvi. Substantial Completion: The date certified by the Consultant and the County Representative in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the project is available for beneficial occupancy by the County. A Certificate of Occupancy and other use permits for the work issued by appropriate authorities may be a requirement of substantial completion; however, the issuance of such documents and the date of issuance thereof shall not be construed to determine achievement of or the date of Substantial Completion.
- xxvii. Technical Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- xxviii. The Work: The term "Work" means the labor, material, equipment, and/or services required by the Contract Documents to

fulfill the Contractor's obligation. The Work may constitute the whole or a part of the Project.

- xxix. Vendor: The person, firm, corporation, organization or agency with whom the County has executed a contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

B. Intent of the County

- i. The Contract shall be signed by the County Manager or the Chair of the Board of County Commissioners as appropriate and the Contractor. The Notice to Proceed will be signed by the Alachua County Administrative services Director of Designee and the Contractor but shall be considered valid only after the Contract has been executed by the parties thereto.
- ii. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Organization of the Specifications into divisions, sections, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- iii. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- iv. Where the Work is to interface with existing conditions or with work to be performed by others, the Contractor shall fully and completely join the Work with such conditions in a workmanlike manner.
- v. Interpretation: In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

C. Miscellaneous General Provisions

- i. Compliance with Laws, Ordinances, and Regulations
 - All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and

shall take precautions that may be necessary to protect life and property.

- By submitting a proposal for a project the Contractor hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- Time limits stated in the Contract Documents are of the essence of the contract. By submitting a proposal, the contractor confirms that the contract time proposed is a reasonable period for performing the work.

1.2 RESPONSIBILITIES OF THE COUNTY

- A. The County is the Alachua County Board of County Commissioners or its duly authorized representatives and is referred to throughout the Contract Documents as if singular in number.
- B. Information And Services Required Of The County
 - i. The County upon reasonable written request shall furnish to the Contractor in writing information that is necessary and relevant for the Contractor to evaluate, give notice of or enforce construction lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, the County's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.
 - ii. The County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.
 - iii. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, The County shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

- iv. Information or services required of the County shall be furnished by the County with reasonable promptness after receipt from the Contractor of a written request for such information or services.
- v. The foregoing is in addition to other duties and responsibilities of the County enumerated herein.
- C. **County's Right To Stop The Work:** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by these specifications in Uncovering and Correction of Work, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.
- D. **Defective Work:** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such seven-day period, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate NTP Amendment shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services, if applicable, and other County incurred expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

1.3 RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- B. **Review Of Contract Documents And Field Conditions By Contractor**
 - i. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the County and shall at once report to the Consultant errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the County or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents

- ii. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies omissions discovered shall be reported to the Consultant at once.
 - iii. The Contractor shall perform the Work in accordance with the Contract Documents and submittal approved as delineated in this section of the General Conditions.
 - iv. The Contractor shall give the Consultant timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the work.
- C. Supervision And Construction Procedures
- i. The Contractor shall have the Contractor's superintendent on site at all times during construction operations.
 - ii. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract. Where the Contract Documents call for specific means, methods, techniques, sequences and/or procedures to be followed in carrying out the Work, the Contractor shall comply with such specific instructions and shall be solely responsible for the supervision of the Work and for safety on the Project. If the Contractor believes that such specified means, methods, techniques, sequences and/or procedures might impair the quality of the Work or compromise the safety of the job, the Contractor shall notify the Consultant in writing setting forth the specifics of his concerns. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques,

sequences and/or procedures shall be borne by the Contractor, notwithstanding that these are referred to, indicated or implied by the Contract documents, unless the Contractor has given timely notice to the County and Consultant in writing that such means, methods, techniques, sequences and/or procedures are not safe or suitable, and the County has instructed the Contractor in writing to proceed at the County's risk.

- iii. The Contractor shall be responsible to the County for the acts and omissions of all entities or persons performing or supplying the Work. The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried on without conflict between trades and so that no trade causes delay to the general progress of the work. The Contractor and all Subcontractors shall at all times afford each trade, and separate contractor or the County, every reasonable opportunity for the installation of the Work and the storage of materials.
- iv. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- v. The Contractor shall be responsible for inspection of portions of work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
- vi. The Contractor shall perform all authorized work initiated by the County promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as he may choose within the limits of these Specifications. Employees of the Contractor shall not be deemed employees of the County for any purposes whatsoever.
- vii. If required by the County, The Contractor shall keep a daily log and diary of the work and shall include presence of subcontractors and the number of men for each subcontractor on the project, Contractor's personnel on the project and the work they are involved in, work completed that day, material deliveries on the project, inspections made and comments made by inspectors, the Consultant, or the County that affect the work and other pertinent information as deemed necessary.

D. Labor And Materials

- i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- ii. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- iii. The County will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of this County, when such labor is available and qualified to do the type of work required. Attention is directed to Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public contracts wherever price and quality are equal.
- iv. After the Contract has been executed, the County and the Consultant will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in these specifications.
- v. By making requests for substitutions based on above paragraphs, the Contractor:
 - represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - certifies that the cost data presented is complete and includes all related costs under this Contract except the Consultant's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

- will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Warranty

- i. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- ii. The Contractor warrants to the County and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- iii. The warranty required by the above paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.
- iv. Contractor agrees to remedy promptly, and without cost to County, any defective materials or workmanship that appear within one (1) year from the date of substantial completion of the work.
- v. No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.
- vi. No provision contained in these Specifications shall be held to limit the terms and conditions of the Manufacturer's Warranty and Contractor shall secure parts, materials and equipment to be installed with Manufacturer's full warranty as to parts and service for one (1) year wherever possible.

F. Taxes: The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Permits, Fees And Notices

- i. The Contractor shall secure the building permit and other permits and governmental licenses and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
 - ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
 - iii. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are a variance therewith, the Contractor shall promptly notify the Consultant and County in writing, and necessary changes shall be accomplished by appropriate Modification.
 - iv. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and County, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- H. Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.
- I. Contractor's Construction Schedules
 - i. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the County's and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
 - ii. If required by the County, the Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittal that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

- J. Documents And Samples At The Site: The Contractor shall maintain at the site for the County one record copy of the Drawings, Specifications, addenda, NTP Amendments and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the County upon completion of the Work.
- K. Shop Drawings, Product Data And Samples
- i. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 - ii. Product Data is illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - iii. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
 - iv. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept is subject to the limitations of the "Administration of The Contract" section of these General Provisions.
 - v. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.
 - vi. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples and similar submittals until the respective submittal have been approved by the Consultant. Such Work shall be in accordance with approved submittal.

- vii. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.
 - viii. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.
 - ix. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.
 - x. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.
 - xi. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- L. Use Of Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- M. Cutting And Patching
- i. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
 - ii. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or

- iii. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged by the Contractor shall be repaired to the satisfaction of the Consultant and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

N. **Cleaning Up**

- i. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operation under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.
- ii. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be charged to the Contractor.

- O. **Access to Work:** The Contractor shall provide the County and Consultant access to the Work in preparation and progress wherever located.

- P. **Royalties And Patents:** All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

1.4 **ADMINISTRATION OF THE CONTRACT**

A. **Consultant**

- i. The Consultant is the independent professional in contract with the County for design and administration of this project. The term

"Consultant" means the Consultant or the Consultant's authorized representative.

- ii. In case of termination of employment of the Consultant, the County shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.
- iii. If the County has not retained a Consultant, then those duties be undertaken by the County's representative.

B. Consultant's Administration of the Contract

- i. The Consultant will provide administration of the Contract as described in the Contract Documents, and act as one of the County's representatives (1) during construction, (2) until final payment is due and (3) with the County's concurrence, from time to time during the correction periods described in "Uncovering and Correction of Work." The Consultant will advise and consult with the County. The Consultant will have authority to act on behalf of the County only to the extent provided in the Contract Documents.
- ii. The Consultant will visit the site at appropriate intervals to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site inspections, the Consultant will keep the County informed of progress of the Work, and will guard the County against defects and deficiencies in the Work.
- iii. Communications between the County, Consultant, and the Contractor will be with each other directly with copy to the third party of appropriate information; however, the County and the Contractor may communicate through the Consultant. Except as otherwise provided in the Contract Documents, communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the County. The County reserves the right to communicate directly with any party connected with the project.
- iv. On the basis of the Consultant's inspections and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- v. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant

considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the Miscellaneous Provisions of these General Conditions, whether or not such Work is fabricated, installed or completed.

- vi. The Consultant will review and approve or take other appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and Samples, within fourteen (14) calendar days from the date received. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- vii. The Consultant will prepare NTP Amendments and may authorize minor changes in the Work as provided in Section 1.7.
- viii. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the County for the County's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with all the requirements of the Contract Documents.
- ix. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the County or Contractor. The Consultant's response to such requests will be made with reasonable promptness, not more than 15 days, and within any time limits agreed upon.
- x. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the drawings. When making such interpretations and decisions, the Consultant will endeavor to secure faithful performance by both County and Contractor and will not show partiality to either.

- xi. The Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

C. Claims

- i. Claims, including those alleging an error or omission by the Consultant, shall be referred initially to the Consultant for action. The Consultant shall render their decision on claims in writing. A decision by the Consultant shall be required as a condition precedent to further resolution of a Claim between the Contractor and County as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) The extent to which the Work has been completed. The decision by the Consultant in response to a Claim shall not be necessary in the event (1) the position of Consultant is vacant, (2) the Consultant has not received evidence or has failed to render a decision within agreed time limits, (3) the Claim relates to a construction lien.
- ii. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice.
- iii. Pending final resolution of a Claim, including mediation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.
- iv. Differing Site Conditions: If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant will promptly investigate such conditions, determine if they differ materially from the contract documents, and report the Consultant's findings, recommending no change to the contract, or an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work.

v. If the Contractor wishes to make Claim for an increase in the Contract Amount, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved claim shall be filed in accordance with the procedure established herein.

vi. Claims for Additional Time

- If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the Case of a continuing delay only one Claim is necessary.
- If adverse weather conditions are the basis for a claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

D. Resolution of Claims and Disputes: Except as otherwise provided in this contract any dispute concerning a question of fact or of interpretation of a requirement of the Contract that is not disposed of by mutual consent between the parties shall be decided by the County Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The County Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the contract in accordance with the preliminary directions of the County Manager.

E. Mediation:

- i. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.
- ii. Cost of mediation will be born equally by the County and Contractor.

1.5 SUBCONTRACTORS

- A. Award Of Subcontracts And Other Contracts For Portions Of The Work
 - i. The Contractor shall notify the County in writing of any proposed subcontractor that is to be utilized and no subcontractor shall be employed without the written approval of the County. The Consultant will promptly reply to the Contractor in writing stating whether or not the County or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County or Consultant to reply promptly shall constitute notice of no reasonable objection.
 - ii. If the County or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the County or Consultant has no reasonable objection. The Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate NTP Amendment shall be issued.
 - iii. Subcontractors shall not be changed without approval of the County.
- B. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to

be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by these documents, assumes toward the County and Consultant. Each subcontract agreement shall preserve and protect the rights of the County and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the contract Documents, has against the County. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

- C. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the County provided that:
 - i. Assignment is effective only after termination of the Contract by the County for cause pursuant to these General Conditions and only for those subcontract agreements which the County accepts by notifying the Subcontractor in writing; and
 - ii. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- D. Nothing contained in this Contract shall create any kind of contractual relationship between the subcontractors and the County.

1.6 CONSTRUCTION BY COUNTY OR SEPARATE CONTRACTORS

- A. County's Right To Perform Construction And To Award Separate Contracts
 - i. The County reserves the right to perform construction or operations related to the Project with the County's own forces, and/or to award separate contracts in connection with other

portions of the Project or other construction or operations on the site.

- ii. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate County-Contractor Agreement.

- iii. The County shall provide for coordination of the activities of the County's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the County until subsequently revised.

B. Mutual Responsibility

- i. The Contractor shall afford the County and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- ii. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the County or separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- iii. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.
- iv. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the County or separate contractors.

- C. The County and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor.
- D. If a dispute arises among the Contractor, separate contractors and the County as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the County may clean up and allocate the cost among those responsible as the Consultant determines to be just.

1.7 CHANGES IN THE WORK

A. Changes

- i. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by NTP Amendment, or Field Order, subject to the limitations stated in this Section and elsewhere in the Contract Documents.
- ii. A NTP Amendment shall be based upon agreement among the County, Contractor and Consultant;; a Field Order may be issued by the Consultant alone.
- iii. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the NTP Amendment, or Field Order.
- iv. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed NTP Amendment that application of such unit prices to quantities of Work proposed will cause substantial inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

B. NTP Amendment

- i. A NTP Amendment is a written instrument prepared by the Consultant and signed by the Consultant, Contractor and County, stating their agreement upon a material change in the Work, the amount of the adjustment in the Contract Amount, if any, and the extent of the adjustment in the Contract Time, if any.
- ii. Methods used in determining adjustments to the Contract Amount will be in accordance with usual practices in the industry..
- iii. NTP Amendment shall be in the form of **Exhibit B**.
- iv. Changes in the Contract Amount due to NTP Amendment

- v. Unless previously agreed upon or otherwise provided for in the Contract Documents, changes in the Contract Amount for the purposes of this Section shall be limited to the following:
- labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' or workmen's compensation insurance;
 - materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - rental of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - additional supervision and field office personnel directly attributable to the change.
- vi. Costs shall not include any of the following:
- salaries or other compensation of the Contractor's personnel at the Contractor's offices, including the field office, unless direct additional expenses have been incurred exclusively because of the change.
 - expenses of the Contractor's offices, including the field office.
 - any part of the Contractor's capital expenses, including interest on the Contractor's capital.
 - costs due to the negligence of the Contractor, any Subcontractor, and Sub-subcontractor, anyone directly or indirectly employed by them, or for whose acts any of them may be liable, including but not limited to, the correction of defective or non conforming Work, disposal of materials and equipment wrongly supplied, or making good damage to property.
 - overhead, general expense and the cost of any item not specifically or reasonably inferable as included in the items described in these paragraphs.
- vii. No changes in the Contract Amounts will be admissible on any Application for Payment or become due to the Contractor until an executed NTP Amendment, or Construction Change Directive with acceptable and appropriate back-up documentation has been submitted to and approved by the County. Approval shall be in

accordance with established County procedures and County Ordinance.

viii.

The allowance for or the reduction to the combined overhead and profit included in the total cost to the County for NTP Amendments and/or Construction Change Directives increasing or decreasing the Contract Amount shall be based on the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, 7 ½ percentage of the amount due the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 7 ½ percentage of the amount due the Sub-subcontractor.
- Cost to which overhead and profit is to be applied shall be determined in accordance with the above paragraphs.
- In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.
- The Contractor may add 2% of the absolute value of deductive NTP Amendments for Overhead.

- C. **Field Orders:** The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the County and Contractor. The Contractor shall carry out such written orders promptly.

1.8 TIME AND PROGRESS

A. Progress And Completion

- i. Time limits stated in the Contract Documents are of the essence of the Contract. By submitting a proposal the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- ii. The Contractor shall not knowingly, except by agreement or instruction of the County in writing, prematurely commence operations on the site or elsewhere prior to issuance of the Notice to Proceed by the County.
- iii. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial completion within the Contract Time.

B. Delays And Extensions Of Time: If the Contractor is delayed at any time in progress of the Work by an act or neglect of the County or Consultant, or of an employee of either, or of a separate contractor employed by the County, or by changes ordered in the work, or by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by other causes that the Consultant determines may justify delay, then the Contract Time shall be extended by NTP Amendment for such reasonable time as the Consultant may determine.

C. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of County or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

1.9 PAYMENTS AND COMPLETION

- A.** Contract Amount: The County shall pay the Contractor for the work at the price(s) stated on the NTP. No additional payment shall be made to the Contractor other than as approved by executed NTP Amendment or Construction Change Directive.

B. Schedule Of Values:

- i. The Schedule of Values (**Attachment D**) shall be used as a basis for reviewing the Contractor's Applications for Payment.
- ii. With their proposal for a specific job or within fifteen days of issuance of the Notice to Proceed the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and County's Representative may require. If the Consultant or the County's Representative object to the Schedule of Values as submitted, the Contractor will either support the scheduled values with documentation acceptable to the Consultant and the County's Representative or revise the Schedule of Values until an acceptable schedule is submitted.
- iii. The Schedule of Values shall contain such detail as the County may reasonably require
- iv. This schedule shall be revised if later found by the Consultant or the County's Representative to be inaccurate.

C. Applications For Payment

- i. On the Tuesday before the last Thursday of each month, or at such other time as may be specifically agreed to by the County and Contractor in writing, the Contractor will submit to the Consultant for review an Application for Payment, (**EXHIBIT G**) completed and signed by the Contractor. The application will be based on the Schedule of Values accepted by the Consultant and the County's Representative. Amount's applied for in the application will be for work completed from the preceding month's last application to the day the application is submitted. The Contractor will provide evidence to support the amounts applied for by such data as the Consultant and the County's Representative may reasonably require, including but not limited to copies of the following: Subcontracts, Purchase Orders, Subcontractors and Material Suppliers invoices to the Contractor.
- ii. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- iii. Unless otherwise provided in the Contract Documents, payments shall be made on account for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the County, payment may

similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the County to establish the County's title to such materials and equipment or otherwise protect the County's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

- iv. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

D. Certificates For Payment

- i. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the County a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and County in writing of the Consultant's reasons for withholding certification in whole or in part as provided in this Section. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the County, based on the Consultant's inspections at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant.

- ii. **Decisions To Withhold Certification:** The Consultant may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to

protect the County, if in the Consultant's opinion the representations to the County required by Section 1.9.4.1 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and County. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the County. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the County from loss because of:

- defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims;
- failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- damage to the County or another Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- persistent failure to carry out the Work in accordance with the Contract Documents.
- failure of mechanical or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings.
- the contractor fails to return a "Subcontractor Requisition for Payment and Requisition for Payment and Certification of Payment" in amounts applied for, less retainage for all subcontractors identified in the Contractor's previous Application for Payment as having completed work and applied for payment on account of such subcontractor work.

- iii. The Contractor may make the necessary responses to the Consultant's reasons for withholding certification and resubmit the application.
- iv. The County's Representative will review each certified application for payment. If the County's Representative does not approve the application for payment the County's Representative will, within 7 days after receipt of the application, return the application to the Consultant indicating in writing the County's reasons for not approving payment. The Contractor may make the necessary responses to the County Representative's reasons for not approving payment and resubmit the application. If the Contractor and County's Representative cannot agree on a revised amount, the County's Representative will promptly adjust the applied for amounts and approve payment. The County's Representative will promptly notify the Contractor and the Consultant of the revised amounts. The County will, within 45 days of approving payment, pay the Contractor the amount approved by the Consultant and/or the County's Representative.

E. Progress Payments

- i. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the County, out of the amount paid to the Contractor on account for such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account for such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.
- ii. Neither the County nor Consultant shall have an obligation to pay nor see to the payment of money to a Subcontractor nor Sub-subcontractor nor material supplier except as may otherwise be required by law.
- iii. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the County shall not constitute acceptance of Work not in accordance with the Contract Documents.

F. Failure Of Payment:

- i. If the Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the County does not

pay the Contractor within 45 days the amount approved by the Consultant and/or the County's Representative, whichever is lower, then the Contractor, upon fifteen additional days' written notice to the County and Consultant, may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Amount shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

G. Substantial Completion

- i. When the Contractor considers that the Work, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents before final payment is approved. Upon receipt of the Contractor's list, the Consultant and the County's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Consultant's and the County Representative's inspection discloses any items, whether or not included on the Contractor's list, which are not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Consultant and/or the County's Representative. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial completion that shall establish the date of Substantial Completion, shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

- ii. When a Certificate of Occupancy, and Certificate of Substantial Completion are issued, or where such is not required, when the Consultant has certified substantial completion in writing the Contractor may make Application for Payment to reduce the retained earnings to five percent plus amounts deemed necessary by the Consultant and/or County for completion of items not in compliance with the Contract Documents.
- H. Partial Occupancy Or Use
- i. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the County and Contractor or, if no agreement is reached, by decision of the Consultant.
 - ii. Immediately prior to such partial occupancy or use, the County, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
 - iii. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- I. Final Completion And Final Payment
- i. Upon written notice from the Contractor that the project is complete, the Consultant and County Representative will make a final inspection, and will notify the Contractor in a written list of particulars in which this inspection reveals that the work is defective and/or does not conform to the terms and conditions of the Contract Documents. This final inspection list may include

items not contained in the substantial completion inspection punch list. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

- ii. After the Contractor has completed any such corrections to the satisfaction of the Consultant and County Representative and delivered all maintenance and operating instructions, if any, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's final Affidavit and Release of Lien. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, after completion of these requirements, the County Representative may approve the final application for payment.
- iii. When the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable.
- iv. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant
 - an affidavit that payrolls, bill for material and equipment, and other indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied
 - a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County

- a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
 - consent of surety, if any, to final payment and
 - if required by the County, other data establishing payment or satisfaction of obligation, such as receipts, subcontractor Requisition for Payment and Certification of Payment, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the County. If a Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien.
- v. If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of NTP Amendments affecting final completion, and the Consultant so confirms, the County shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- vi. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
- J. Contract Time and Liquidated Damages
- i. Time is of the essence for the completion of all work under this contract. Work is to commence when the Contractor is given written Notice to Proceed and is to be substantially complete

within the number of calendar days specified after the date of such notice.

- ii. The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the work, to allow the substantial completion of the project within the specified time. Normal inclement weather will not be sufficient reason to allow an extension of time on the project. Only exceptional weather conditions, acts of God that might cause delay in the work or other factors outlined herein will be considered as justifiable reasons for an extension of time.

1.10 **PROTECTION OF PERSON AND PROPERTY**

A. Safety Precautions And Programs

- i. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- ii. In the event the Contractor encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the County and Consultant in writing. The Work in the affected area shall not hereafter be resumed except by written agreement of the County and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. Work in the affected area shall be resumed when the County and Contractor agree in writing that no asbestos or polychlorinated biphenyl (PCB) is present or when it has been rendered harmless.
- iii. The Contractor shall not be required pursuant to this Agreement to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- iv. Employees of Bidders (or Responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee:
 - Battery: intentional offensive touching or application of force or violence to another.

- Stalking: willfully, maliciously and repeatedly following or harassing another person.

B. Safety Of Persons And Property

- i. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - employees on the Work and other persons who may be affected thereby;
 - the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- ii. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- iii. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- iv. When use or storage of explosives, inflammables or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall:
 - exercise utmost care and carry on such activities under supervision of properly qualified personnel.
 - give the County reasonable advance notice and shall fully indemnify the County of any responsibility for such use.
- v. The Contractor shall promptly remedy damage and loss to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section. The foregoing obligations of the

Contractor are in addition to the Contractor's obligations under Section 1.3.

- vi. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County and Consultant.
- vii. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- C. Emergencies: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor because of the emergency shall be determined as provided in Section 1.8.

1.11 UNCOVERING AND CORRECTION OF WORK

A. Uncovering Of Work

- i. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.
- ii. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate NTP Amendment, be charged to the County. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the County or a separate contractor in which event the County shall be responsible for payment of such costs.

B. Correction Of Work

- i. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

- ii. The Contractor shall commence correction of the Work within seven days after the date of written notice from the Consultant.
- iii. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of one year shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.
- iv. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.
- v. If the Contractor fails to correct non-conforming Work within a reasonable time, the County may correct it in accordance with this Agreement. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the Consultant, the County may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the County may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Amount shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.
- vi. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the County or separate contractors caused by the Contractor's

correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

- vii. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Section relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

- C. Acceptance Of Non-Conforming Work: If the County prefers to accept work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

1.12 MISCELLANEOUS PROVISIONS

- A. Governing Law: The contract shall be governed by the law of the State of Florida. Venue shall be in Alachua County.
- B. Successors And Assigns
 - i. The County and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
 - ii. In case the Contractor, on written consent of the County, assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and

corporations for services rendered or materials supplied for the performance of the work called for in this contract.

C. Notices:

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery.

The County Representative for this section is:

Alachua County Facilities Manager
PO Box 2877
Gainesville, FL 32607-2877

A copy of any Notice to Alachua County herein under shall also be sent to:

J. K. Irby
Clerk of the Court
Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32602
Attn: Contracts

D. Rights And Remedies:

- i. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- ii. No action or failure to act by the County, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

E. Tests And Inspections

- i. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The County shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded. Refer to the technical specifications section on "Standards and Quality Controls" for elaboration on responsibilities of Contractor and County for testing.
- ii. If the Consultant, County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under this Section, the Consultant will, upon written authorization from the County, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The County shall bear such costs except as provided in below.
- iii. If such procedures for testing, inspection or approval in the above paragraphs reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.
- iv. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.
- v. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

- vi. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- F. Interest: Any monies not paid by the County when claimed to be due to the Contractor under this agreement shall not be subject to interest except as provided in section 218.74(4), Florida Statutes.
- G. Commencement Of Statutory Limitation Period
- i. As between the County and Contractor:
- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - Between substantial completion and final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of approval by the County Representative of the final Certificate for Payment; and
 - After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under this Agreement or a NTP the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or County, whichever occurs last.
- H. Independent Contractor: In the performance of this agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the

County. The Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of this agreement. Neither the Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County. Policies and decisions of the Contractor which may be represented by the Contractor in performance of this agreement shall not be construed to be the policies or decision of the County.

1.13 TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination By The Contractor

- i. The Contractor may terminate the Contract if the Work is stopped for a period of more than three months through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- issuance of an order of a court or other public authority having jurisdiction;
- an act of government, such as declaration of national emergency, making material unavailable;
- because the County has not made payment on a County Representative approved Application for Payment within 45 days after said approval;

- ii. If one of the above reasons exist, the Contractor may, upon seven additional days' written notice to the County and Consultant, terminate the Contract and recover from the County payment for Work executed and reasonable expenses sustained therein plus reasonable termination expenses but shall not recover lost profit.

B. Termination By The County For Cause

- i. The County may terminate the Contract if the Contractor;
 - fails to supply enough properly skilled workers or proper materials;
 - fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

- disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - otherwise is guilty of substantial breach of a provision of the Contract Documents.
 - files a petition in Federal Bankruptcy Court,
 - makes a general assignment for the benefit of his creditor(s)
 - if a receiver shall be appointed for the Contractor
 - disregards instructions of the County
 - for any cause whatsoever shall not perform the work in an acceptable manner
 - Commits any acts of workplace violence (see 1.11.1.4)
- ii. When any of the above reasons exist, the County may without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, ten calendar days written notice, terminate employment of the Contractor upon written certification from the Consultant of such delay, neglect, or defect, and may, subject to any prior rights of the surety:
- take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - accept assignment of subcontracts
 - finish the Work by whatever reasonable method the County may deem expedient.
- iii. When the County terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment until the Work is finished.
- iv. If the unpaid balance of the Contract Amount exceeds cost of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. Suspension By The County For Convenience

- i. The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.
 - ii. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - that an equitable adjustment is made or denied under another provision of this Contract.
 - iii. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.
- D. Termination By The County For Convenience
- i. The County may terminate the Contract for County's convenience upon ten (10) days written notice delivered by certified mail, return receipt requested, to the Contractor of intent to terminate and the date on which such termination becomes effective. In the event funds become unavailable to the County for any reason for whatsoever, this Agreement shall terminate upon twenty four (24) hours notice. The County shall be the sole and final authority as to the availability of funds.
 - ii. In such case the Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement cost reasonably incurred by Contractor relating to commitments which had become firm prior to the termination.
 - iii. Payment shall include a reasonable profit for services performed. No payment shall be made for profit for services which have not yet been performed.

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EXHIBIT A: NOTICE TO PROCEED

NTP NO.: _____

INVOICE/BILLING REFERENCE NO.: _____

PROJECT:

County: **Alachua County**, a Charter County and political subdivision of the State of Florida.

Date Issued: _____

County Contract Manager:

Contractor:

Contractor's Address:

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to provide for the above project, services as set out in the Scope of Services and proposal attached as ATTACHMENT C," to that certain Agreement of _____, 20__ between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ DRAWINGS/PLANS/SPECIFICATIONS
- ☐ SCOPE OF SERVICES
- ☐ SPECIAL CONDITIONS
- ☐ SCHEDULE OF VALUES
- ☐ _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within _____ (____) calendar days with final completion occurring _____ calendar days after substantial completion.

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the Construction Agreement dated _____

The amount paid for this job shall be:

\$ _____

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

CONTRACTOR

By: _____
Witness

Date: _____

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

NTP #:

Contractor:

Encumbrance #

Contract Manager:

Work Order Name #:

Work Order Description:

Deliverable(s):

Original Work Order Price:

Increase (Decrease) in Work Order price:

Work Order Price with Amendment:

0.00

Original Completion Date

New Completion Date

Alachua County:

By: _____

Date: _____

Approved as to Form

Contractor:

By: _____

Date: _____

Alachua County Attorney

EXHIBIT C: FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

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EXHIBIT D: FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Oblige, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. 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 AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligatee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligatee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by

_____, as _____ of

_____, a _____ corporation, on behalf of the corporation. He/she is

personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____

EXHIBIT E: INSURANCE

INSURANCE REQUIREMENTS

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

I. COMMERCIAL GENERAL LIABILITY.

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

II. AUTOMOBILE LIABILITY.

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

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

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

IV. BUILDER'S RISK / INSTALLATION FLOATERS.

- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

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

- 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- B Workers' Compensation and Employers' Liability Coverages
 - 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.
- C All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS.

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

EXHIBIT F: RELEASE AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

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, _____ ("Contractor") 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 The County Commissioners
of Alachua County, Florida, a body corporate existing under the laws of the State of Florida
("Owner") relating in any way to the performance of the Agreement between Contractor and
Owner, dated _____, 200__, for the period from _____ to
_____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors
and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for
which Owner 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) Contractor agrees to indemnify, defend and save harmless Owner from all
demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising
out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in
full all amounts owed them from any previous payments received by Contractor from Owner and
has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due
to its subcontractors and/or materialmen from the payment it receives from Owner with respect
to the Application for Payment referenced in paragraph 5 below, Contractor agrees to
immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's
[monthly/final] Application for Payment No. ____.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
200__, by _____, as _____ of _____,
a _____ corporation, on behalf of the corporation. He/she is personally
known to me or has produced a _____ (state) driver's license no. _____ as
identification.

My Commission Expires: _____

EXHIBIT F - 1

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

EXHIBIT F - 2

EXHIBIT G: APPLICATION FOR PAYMENT

Contractor (Name and Address): _____

Job No: _____

Contract Time (Calendar Days): _____

Time Elapsed to Date: _____

ADDITIONS \$

DEDUCTIONS \$

NTP Amendments approved
in previous months by
Owner -- TOTAL

Subsequent Change Orders

Number Approved
 (Date)

TOTALS

Net change by NTP Amendments \$ _____

THIS CERTIFICATE

Request No: _____

For Period Ending: _____

Project Name: _____

State Project: _____

Federal Project No: _____

Original Contract Sum \$ _____

NTP Amendments (Net) \$ _____

Contract Sum To Date \$ _____

Balance To Finish \$ _____

Completed To Date \$ _____

Materials Stored \$ _____

Total Completed &

Stored \$ _____

Less Retainage % \$ _____

Add Back Retained

Amount Covered By

Securities \$ _____

TOTAL \$ _____

Less Previous Certificates \$ _____

Less Materials Purchased

Directly By Owner \$ _____

SHOW INDIVIDUAL SBE PAYMENTS SEPARATELY ON

SCHEDULE OF VALUES AND TOTAL ON THIS LINE

TOTAL AMOUNT PAID THIS CERTIFICATE

TO SBE SUBCONTRACTORS \$ _____

CERTIFICATION BY THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the Contractor by the Owner. Further, I agree to promptly pay each materialman, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

CONTRACTOR: _____

By: _____

STATE OF _____

EXHIBIT G - 1

COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

(Signature of person taking acknowledgement)

(Name typed printed or stamped)

(Title or Vendor)

(Serial number, if any)

CERTIFICATION BY THE ARCHITECT- ENGINEER: I certify that I have checked and verified this Progress Payment Application; that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site; that all work and materials included in this Certificate have been inspected by me or by my authorized assistants; that all work has been performed and material supplied in full accordance with the terms of this Contract; and I approved for payment the amount noted above.

REVIEWED AND RECOMMENDED FOR PAYMENT:

Architect-Engineer

Date: _____

APPROVED FOR SERVICES, PERFORMED AS STATED BY:

Owner's Owner's Representative

Date: _____

EXHIBIT G - 2

EXHIBIT H: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

PARTIAL _____
FINAL _____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged by _____ (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by _____ (The CM or Contractor) to assist.

THE UNDERSIGNED lienor, in consideration of a final payment made in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ (Owner) on the job of _____ to the following described property: _____.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application _____ dated _____, a copy of which is attached hereto.

DATE: _____

(Subcontractor or Materialman)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____ (year), by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed).

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: _____

ATTACHMENT C: SCOPE OF SERVICES

ACSO Jail Window / Frame Replacement Project

Scope of Services

Replace and upgrade windows and windows frame replacement at the Alachua County Jail.

The windows and frames are located in both cell and common areas and must meet all applicable codes such as The Florida Model Jail Standards and The Florida Building Codes.. All contractor's and sub-contractor's employees (whether full or part time) will be required to have background checks acceptable to the County and the Alachua County Sheriff's Office and all employees of the contractor and sub-contractor shall with all rules and regulations of the correctional staff.

There are 445 windows/frames more or less to be upgraded or replaced with the minimum disruption possible to Jail Operations.

Phase I:

In Zone A replace the existing aluminum window frames with new steel frames and new window glazing. In the other zones reuse the existing frames and replace the existing glazing with new glazing. All glass is to be translucent or frosted in such a way as to provide for the transmission of light but not provide for vision of details outside of the facility.

All work is to be in accordance with the plans and specifications provided by Strollo Architects, any substitutions must be approved by the submittal process to Strollo Architects and Alachua County

Contractor is to provide water intrusion testing of the window systems to meet the requirements of Strollo Architects in Phase I.

Receipt of the Plans, Drawings and Specifications as listed in Attachment E are herein acknowledged and made a part of the Contract, the same as though they were set forth at length herein.

Phase II

Replace windows in common areas along with some doors in common areas and corridors of the Alachua County Jail. Provide new window frames and glazing in the corridors. Provide new doors and hardware in the areas outlined in the plans and specifications. (Attachment E)

All work is to be in accordance with plans and specifications provided by CPH Engineers, any substitutions must be approved by the submittal process to CPH Engineers and Alachua County. Contractor is to provide water intrusion testing of the window and door systems to meet the requirements of CPH Engineers in Phase II.

Contractors shall provide a plan for the prosecution of work in this project. This plan will show type of staff, approximate number of staff, the plan of work and a plan showing how the vendor intends to minimize the impact of construction on security and facility operations..

ATTACHMENT D: SCHEDULE OF VALUES

Contract Amount

1000	General Conditions	\$92,056.00
2220	Demolition	\$33,260.00
8100	Detention Windows	\$348,155.00
8800	Water Management Testing	\$31,147.00
9900	Finishes	\$38,742.00

Total - Contract		\$543,360.00
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Alternate 1

8100	Detention Windows	\$(17,203.00)
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Total - Alternate 1		\$ (17,203.00)
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Alternate 2

2220	Demolition	\$10,434.00
8100	Detention Windows	\$293,997.00
9900	Finishes	\$16,982.00

Total - Alternate 2		\$321,413.00
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Alternate 3

8100	Detention Windows	\$(18,422.00)
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Total - Alternate 3		\$(18,422.00)
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Alternate 6

1000	General Conditions	\$153,865.00
2220	Demolition	\$31,927.00
8100	Detention Windows	\$720,959.00
9900	Finishes	\$31,669.00

Total - Alternate 6		\$938,420.00
----------------------------	--	---------------------

Alternate 7

8100	Detention Windows	\$(170,697.00)
------	-------------------	----------------

Total - Alternate 7		\$(170,697.00)
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ATTACHMENT E: LIST OF DOCUMENTS

Plans prepared by Strollo & Assoc.

G-1	Project Cover & Drawing Index	4/5/2010
G-2	General Notes	4/5/2010
A-1.0	Floor Plans Zone A, Levels 1 and 2	4/5/2010
A-2.0	Floor Plans Zone C, Levels 1 and 2	4/5/2010
A-3.0	Floor Plans Zone D, Levels 1 and 2	4/5/2010
A-4.0	Floor Plans Zone G, Levels 1 and 2	4/5/2010
A-5.0	Floor Plans Zone H, Levels 1 and 2	4/5/2010
A-6.0	Window Details	4/5/2010

Specifications prep. By Strollo & Assoc.

Section 01100	Summary	4/5/2010
Section 01140	Work Restrictions	4/5/2010
Section 01230	Alternates	4/5/2010
Section 01250	Contract Modification Procedures	4/5/2010
Section 01290	Payment Procedures	4/5/2010
Section 01310	Project Management and Coordination	4/5/2010
Section 01320	Construction Progress Documentation	4/5/2010
Section 01400	Quality Requirements	4/5/2010
Section 01420	References	4/5/2010
Section 01500	Temporary Facilities and Controls	4/5/2010
Section 01600	Product Requirements	4/5/2010
Section 01700	Execution Requirements	4/5/2010
Section 01731	Cutting and Patching	4/5/2010
Section 01732	Selective Demolition	4/5/2010
Section 01770	Closeout Procedures	4/5/2010
Section 01781	Project Record Documents	4/5/2010
Section 01782	Operation and Maintenance Data	4/5/2010
Section 08581	Detention Windows	4/5/2010
Section 08711	Security Fasteners	4/5/2010
Section 08801	Security Glazing	4/5/2010
Section 09912	Painting	4/5/2010

Plans Prepared by CPH Engineers, Inc.

CCS.1	Cover Sheet and Drawing Index	6/21/2010
G.01	General Notes	6/21/2010
G.02	Specifications	6/21/2010

G.03	Specifications	6/21/2010
G.04	Specifications	6/21/2010
A0.1	Overall Level 1 Plan	6/21/2010
A0.2	Overall Level 2 Plan	6/21/2010
A1.1	Level 1 &2 Zones B&F	6/21/2010
A1.2	Level 1&2 Zone C	6/21/2010
A1.3	Level 1 Zone D & Level 1&2 Zone G	6/21/2010
A1.4	Level 1 Zone H	6/21/2010
A1.5	Level 1 Zone K	6/21/2010
A7.1	Window Elevations and Details	6/21/2010
A7.2	Door Elevations and Details	6/21/2010

Specifications Prepared By CPH Engineers, Inc.

A01	General Requirements	6/21/2010
A07	Thermal and Moisture Protection	6/21/2010
A08	Doors and Windows	6/21/2010
A09	Finishes	6/21/2010
A11	Detention Equipment	6/21/2010

ATTACHMENT F: CLARIFICATIONS, ASSUMPTIONS, ALTERNATES

Alachua County Jail Window Replacement

Clarifications

Peter R. Brown Construction, Inc.

February 16, 2011

Base – Zone A and Zone H (Phase I)	\$420,157
Alternate # 1 – 9/16" Tinted Secur-Tem+Poly Glazing (Phase I – Zone A and Zone H)	(\$17,203)
Alternate # 2– Zone C, F, D, G (Phase I)	\$321,413
Alternate # 3 – 9/16" Tinted Secur-Tem+Poly Glazing (Phase I – Zone C, F, D, G)	(\$18,422)
Alternate # 4 - General Conditions (Phase I)	\$92,056
Alternate # 5 – Water Management Testing (Phase I)	\$31,147
Alternate # 6 – Phase II CPH (Lump Sum)	\$938,420
Alternate # 7 – Optional Deduct Change 14 ga. Stainless steel frames to 14 ga. Galveannealed steel frames	(\$170,697)

General Requirements

1. Price is based on the job running concurrent with the Alachua County Energy Improvements project. If the projects do not run concurrent, Alternate #4 must be accepted.
2. Lead, mold and other hazardous and toxic material survey, testing and abatement is not included.
3. The County will assume \$25,000.00 aggregate builder's risk/installation floater deductible
4. **Pricing remains valid until March 16, 2011.**



Achroma County,
Florida

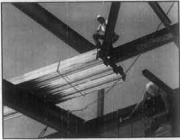
RFP No. 10-432

Presentation for
Achroma County Board of County Commissioners
Achroma County Jail
Window Replacement Project





Presentation Agenda



Quality



Cost



Time

- **Background**
- **Challenges**
- **Project Scope**
 - **Phase I – Base**
 - **Phase I(a)**
 - **Phase II**
- **Project Cost Summary**
- **Staff's Recommendations**



Background

- During a routine maintenance inspection, staff identified problems with doors and windows.
- BoCC approved of doors and windows replacement in the 2009-2013 Capital Improvement Program.
- Late 2008, received Scope Change request from Jail Staff to modify project from the basic window replacement to one that would reduce possible Suicides.
- In 2009, County processed emergency request to replace the windows.
- In 2010, Hired Strollo Architect, Bided the Job
- In 2010, Hired Peter Brown to Install windows
- Requesting BoCC approval to award contract to Peter Brown to Complete Phase I, revise the CIP and provide staff with direction the remaining windows in Phase 1a and II.



Project Challenges

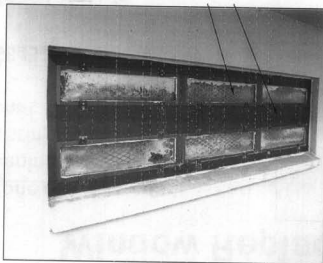
- **Scheduling**
- **Coordinating adequate Staffing**
- **Working Around An Increase In Jail Population**
- **Security**
- **Minimize Impact to Facility Operations**



Project Approach

Phase I - Project Challenges

1. No Impact to Security
2. Scheduling Work Minimize Impact to Jail Population
3. Jail Staff Coordination & Security Logistical Support
4. Building Envelope Quality Control



exist'g window type 6

n.t.s.



exist'g window type 7

n.t.s.



Understanding of the Project

Window Replacement - Phase I

Phase I Zone A & H

= 190 Openings

Demo Existing Frames, Install
New Frames & Glazing

Total = \$543,360

Phase I Zone C, F, D, G

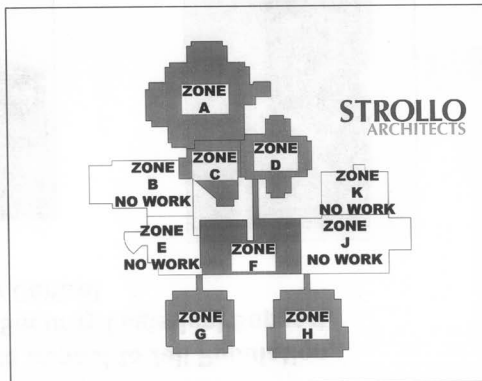
= 153 Openings

New Glazing & Frame
Modifications Only

Total = \$321,413

343

windows to
be replaced



key plan



Project Approach

Phase II – Project Challenges

1. Minimize Impact to Recreation Yards
2. Temporary Partitions in Corridors
3. Minimize Impacts to Corridors
4. Jail Staff Coordination & Security Logistical Support



ENCLOSED COURTYARD



EXISTING CONDITIONS

PATCH AND REPAIR EXISTING
TERRAZZO FLOORING, AFTER
INSTALLATION OF NEW WINDOW
PROVIDE CAULKING BETWEEN
FLOOR / WALLS / CEILING AND
WINDOW FRAME

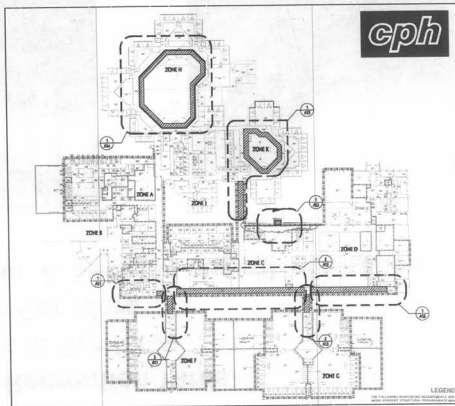


Understanding of the Project

Window Replacement - Phase II

Existing
Windows
in Jail Pods

Phase II (Zone B, C, G, H, Z)
Demo and Replace Exterior
Frames, Glazing, and Doors
Total = \$938,420

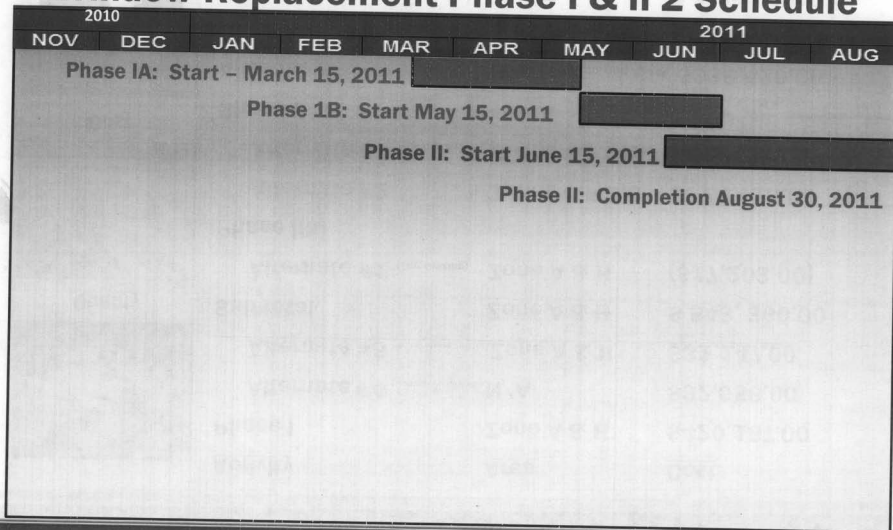


102 windows to be replaced
Including some doors



Construction Schedule

Window Replacement Phase I & II 2 Schedule





Project Cost Summary



Quality



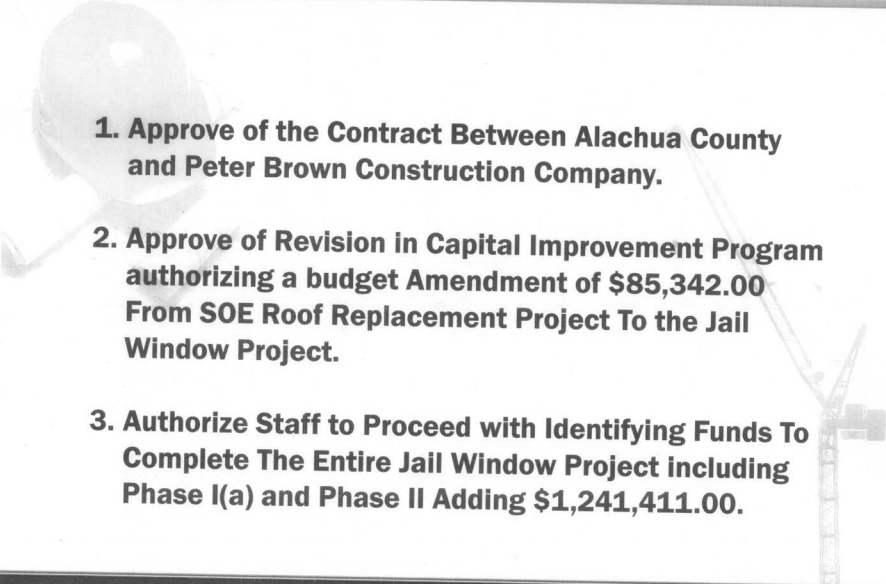
Cost



Time

<u>Activity</u>	<u>Area</u>	<u>Cost</u>
Phase I	Zone A & H	\$420,157.00
Alternate #4 (General Conditions)	N/A	\$92,056.00
Alternate #5 (Water Mgmt Testing)	Zone A & H	\$31,147.00
Sub total	Zone A & H	\$ 543, 360.00
Alternate #1 (Tint Glazing)	Zone A & H	(\$17,203.00)
Phase I(a)		
Alternate #2	Zones C,F,D,G	\$321,413.00
Alternate #3 (Tint Glazing)	Zones C,F,D,G	(\$18,422.00)
Phase II		
Alternate #6 (Lump Sum)	Corridors & Common Areas	\$938,420.00
Alternate #7 (Gal. steel frames)	Corridors & Common Areas	(\$170,697.00)
Estimated Project Cost		\$ 1,803,193.00
Total Deduct		(\$206,322.00)

Staff's Recommendations

- 
- 1. Approve of the Contract Between Alachua County and Peter Brown Construction Company.**
 - 2. Approve of Revision in Capital Improvement Program authorizing a budget Amendment of \$85,342.00 From SOE Roof Replacement Project To the Jail Window Project.**
 - 3. Authorize Staff to Proceed with Identifying Funds To Complete The Entire Jail Window Project including Phase I(a) and Phase II Adding \$1,241,411.00.**