

Contract No: Y9-801

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
DESIGN-BUILD CONTRACT**

CONTRACT:

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called County), represented by the Chief of Purchasing and Contracts executing this Contract, and:

Allen E. Smith

Federal Identification Number: >

A Corporation formed under the laws of the State of Florida, hereinafter called Design-Builder.

The Design-Builder shall diligently and in a timely manner perform all the Work required by the Contract Documents for the proper execution and completion of the Design-Build Services, Sheriff's Firing Range Relocation, in full accordance with the scope of services, as amended and special provisions described in Exhibit A; the design criteria package described in Exhibit B attached to this Contract, and incorporated by reference herein, which is made a part of this Contract as completely as if set forth herein.

AMOUNT OF CONTRACT:

The County shall pay the Design-Builder in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Amount of Two Million Seven Hundred Twenty Thousand Dollars and no cents (\$2,720,000.00).

ASBESTOS FREE MATERIALS:

Project is to be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted.

Design-Builder shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Design-Builder or any of it's Sub-Consultants, Sub-Contractors or agents and were not specified in the design or required by the Contract document, Design-Builder shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

Donation of Land:

In accordance with Exhibit B, the Design-Builder will donate to Orange County for the purpose of constructing an Orange County Sheriff's Office Firing Range, a parcel of land. The parcel will be approximately 40.67 acres and located east of SR 15, and south of Wewahootee Road, located within section 12, range 31east, township 24 south, just south of and abutting the OUC railroad as specifically described in the survey and legal description attached as Exhibit C. Under no circumstances will the parcel size be less than the total size necessary to meet the scope of work described in Part H, or the proposed construction as described in Exhibit B. Design-Builder will donate and Orange County will accept possession of the property donation at the time of the execution of this Contract.

Access to Property and improvements

Design-Builder guarantees County full and free access to the property and subsequent improvements on Wewahootee Road and will provide warranties and assurances as part of this Contract and attached as Amendment A. Wewahootee Road will be improved to an all-weather surface road as indicated in Exhibit B and to the specified standards of the Orange County Public Works Division, Roads and Drainage Department.

ADMINISTRATIVE DATA:

Progress Payments: Based upon Applications for Payment submitted to the Project Manager by the Design-Builder and Certificates for Payment issued by the Project Manager, the County shall make progress payments on account of the Contract Amount to the Design-Builder as provided in the Contract Documents as follows:

Not later than 30 days following approval of an Application for Payment, ninety percent (90%) of the portion of the Contract Amount for design work approved and accepted in writing, and/or properly allocable to labor, materials and equipment incorporated in the construction Work and ninety percent (90%) of the portion of the

Contract Amount properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the County. Upon Final Completion and acceptance by the County of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Amount, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Should the Design-Builder fail to substantially complete work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Design-Builder, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day that terms of the Contract remain unfulfilled beyond date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Design-Builder to complete work within time as stipulated; it being recognized by County and Design-Builder that the injury to County which could result from a failure of Design-Builder to complete on schedule is uncertain and cannot be computed exactly. In no way

shall costs for liquidated damages be construed as a penalty on the Design-Builder. For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the County will retain from the compensation otherwise to be paid to the Design-Builder the sum of **\$250.00**. This amount is the mutually agreed upon minimum measure of damages the County will sustain by failure of the Design-Builder to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified and this amount of liquidated damages is in addition to the liquidated damages prescribed above for failure to timely achieve Substantial Completion.

CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Chief of Purchasing and Contracts Department executing this Contract and the individual, partnership or corporation named above. Witnesseth that the parties hereto do mutually agree as follows:

The Design-Builder shall furnish all professional services, labor, equipment and materials and perform the Work described for the amount stated above in strict accordance with the Design Criteria Package, Scope of Services as amended, General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:

- a. Orange County Contract No. Y9-801, which contains this Contract, Specifications developed pursuant to this Contract, Special Provisions, General Conditions, and Scope of Work;
- b. Allen E. Smith's Orange County Sheriff's Office, Firing Range and Training Center, Proposal for Construction of Facilities, dated May 7, 1998;
- c. Drawings developed by the Design-Builder bearing the title "Construction Plans, Orange County Sheriff's Firing Range Relocation";
- d. Addendum No. _____;
- e. Payment Bond and Performance Bond;
- f. Certificates of Insurance;

- g. Deed
- h. Survey and Legal Description

PRIORITY OF DOCUMENTS:

The order of preference of items and documents is as follows:

Design-Build Contract
Special Provisions
General Conditions
Scope of Work
Design Criteria Package
Proposal for Construction
Specifications
Drawings
Construction Plans
Survey and Legal Description

TIME OF COMMENCEMENT AND FINAL COMPLETION:

- a. Work to be started within fourteen (14) days of Official Notice to Proceed date and shall be completed, unless amended by written Change Order or Amendment executed by both parties to this Contract.
- b. Substantially Complete in **300** consecutive calendar days.
- c. Final Completion in **330** consecutive calendar days.

MISCELLANEOUS PROVISIONS:

- a. Terms used in this Contract which are defined in the General Conditions shall have the meanings designated in those conditions.
- b. County and Design-Builder each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- c. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

>
ALLEN E. SMITH

BY _____
Johnny Richardson, CPPO, CACM
Acting Chief
Purchasing/Contracts
Official Title

BY _____
Signature

Type or Print Name

Official Title

DATE _____