

**DESIGN/BUILD CONTRACT FOR 1837 PERIOD BLACKSMITH SHOP AT THE  
FORT KING NATIONAL HISTORIC LANDMARK**

This DESIGN/BUILD CONTRACT FOR 1837 PERIOD BLACKSMITH SHOP AT THE FORT KING HISTORICAL LANDMARK (the "Contract") is made and entered into by and between the **CITY OF Ocala**, a Florida municipal corporation (the "Owner") and **DINKINS CONSTRUCTION, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN: 27-0867581) (the "Design/Builder").

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

**ARTICLE 1  
THE CONTRACT AND THE CONTRACT DOCUMENTS**

- (A) The Contract: The Contract between Design/Builder and Owner consists of this document and the Contract Documents described in Paragraph 1(B). The Contract shall be effective as of \_\_\_\_\_, **2022**, the date of its approval, and that date shall also be considered the execution date of this Contract.
- (B) The Contract Documents: The Contract Documents consist of this document, the Scope of Work attached hereto as **Exhibit A**; the Design/Builder's Submitted Proposal dated November 1, 2021 attached hereto as **Exhibit B**; all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Contract; the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure; and the Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, along with any special provisions added thereto with the consent of Owner. The Project Specifications referenced in **Exhibit A** are deemed to be a part of this Contract by reference, and shall be included as general provisions for use with Design Documents prepared by Design/Builder, Change Orders and Field Orders issued hereafter, along with any other written amendments executed by Owner and Design/Builder, all of which are hereby incorporated herein by reference and made a part of this Contract.
- (C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in **Exhibit A – Scope of Work**, or Paragraph 1(B) of this Contract are not Contract Documents.
- (D) Contract Interpreted as a Whole: This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.
- (E) Provision of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

- (F) Privity Only with Design/Builder: Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.
- (G) Agreed Interpretation of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.
- (H) Term "Include" Intended to Be Encompassing: "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."
- (I) Use of Singular and Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.
- (J) Definition of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- (K) Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:
- (1) As between figures given on plans and scaled measurements, the figures shall govern.
  - (2) As between large-scale plans and small-scale plans, the large-scale plans shall govern.
  - (3) As between plans and specifications, the requirements of the specifications shall govern.
  - (4) As between this document and the plans or specifications, this document shall govern.
- (L) Administration: This Contract shall be administered on behalf of Owner by the City Project Manager or their designee (hereinafter called the "City Project Manager"), and on behalf of the Design/Builder, by its duly authorized representatives.

## **ARTICLE 2**

### **DESIGN/BUILDERS' REPRESENTATIONS**

- (A) Specific Representations: In order to induce Owner to execute this Contract and recognizing that Owner is relying thereon, Design/Builder, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain licensed to practice engineering and architecture and general contracting in the State of Florida and by all public entities having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties under this Contract have been fully satisfied;
- (3) Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of this Contract;
- (4) Prior to the execution of this Contract, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into this Contract;
- (5) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

### ARTICLE 3

#### REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

- (A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in **Exhibit A**, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" shall mean any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(I) of this Contract.
- (B) Owner's Review of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to the City Project Manager for review and approval in accordance with the terms of the Contract. However, any review or approval by the City Project Manager shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. The City Project Manager may direct Design/Builder to make changes to any design documents in order to conform the documents to the Owner's objectives. Any changes by Design/Builder ordered by the City Project Manager shall not relieve Design/Builder of its obligations

under this Contract unless, and only to the extent that, Design/Builder notifies Owner in writing, within **SEVEN (7)** days after receipt of Owner's directive to make changes, concerning any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from the directed changes. Failure of Design/Builder to submit its notice within the **SEVEN (7)** day period constitutes a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.

- (C) Preparation of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines. Owner will provide survey for control and existing site features prior to design and base map information including existing conditions and features in AutoCAD format, along with estimated location of existing utilities known to Owner. **Owner expressly does not warrant any information provided by it in connection with preparation of the above-mentioned information.** Design/Builder, however, may reasonably rely on information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Design/Builder from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.
- (D) Retention of Geotechnical Consultants: In preparing the Design Documents, Design/Builder shall separately retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/ Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of the geotechnical consultant. Nothing in this paragraph, however, prevents Owner from retaining its own geotechnical consultant to review design work, raise issues for mutual discussion, and obtain further information in connection with the geotechnical nature of the Project. **Owner expressly does not warrant any geotechnical information provided by it for use in connection with preparation of the design documents.** Design/Builder, however, may reasonably rely on any geotechnical information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Design/Builder from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.
- (E) Quality of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all

quality control reviews required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

- (F) Compliance with Laws and Regulatory Requirements: In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.
- (G) Duty to Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.
- (H) Should Design/Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet the completion date in accordance with the Design Schedule, Design/Builder shall immediately notify the City Project Manager in writing. Design/Builder shall state the reason for the delay in the notice, including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. **Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time.** All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.
- (I) Schedule of Design Services: Design/Builder shall begin design immediately after execution of the Contract. The Design Schedule in no case will extend beyond **SIXTY (60) DAYS** of contract execution. The Design Schedule shall not, except for good cause, be exceeded by Design/Builder.

#### ARTICLE 4

##### PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

- (A) Determining the Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.
- (B) Report on Project Requirements and Objectives: Based on its study and analysis, and no later than **THIRTY (30)** days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems.

Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Contract.

- (C) Scheduling: Based upon the Design/Builder recommendation that the Project Schedule should be "fast tracked" for the Design Phase, Owner agrees to review the proposed plan of action promptly. The proposed schedule should include sufficient budget allowances in anticipation of currently unknown refinements of budgets that may become necessary and in order to control Project costs.

## **ARTICLE 5 PRELIMINARY DESIGN**

- (A) Time for Preliminary Design: Not later than the date called for in the Design Schedule as described in Paragraph 3(I), Design/Builder shall prepare and submit to the City Project Manager a Preliminary Design for the Project.
- (B) Contents of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:
- (1) preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
  - (2) preliminary drawings which illustrate each exterior view of the Project;
  - (3) preliminary drawings which illustrate the layout and functional area of the Project and the dimensions thereof;
  - (4) preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;
  - (5) a written description of the materials and equipment to be incorporated into the Project and the location of same; and
  - (6) any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and this Contract.
- (C) To Be Reviewed with Owner: Design/Builder shall review the Preliminary Design with the City Project Manager and shall incorporate any changes ordered by the City Project Manager in regard to the Preliminary Design or the requirements of the Project.
- (D) Authorization to Proceed with Detailed Design: After review of the Preliminary Design and incorporation of any changes ordered by the City Project Manager, the City Project Manager shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by the City Project Manager.



## **ARTICLE 6 DETAILED DESIGN**

- (A) Time for Preparation: Not later than the date called for in the Design Schedule, after the City Project Manager has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) above, Design/Builder shall prepare and submit to the City Project Manager the complete Detailed Design.
- (B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 13(G) of this Contract, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.
- (C) Design Documents: Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.
- (D) Guaranteed Maximum Price Includes Detailed Design: The Guaranteed Maximum Price, as set forth in Article 10 below, shall include the cost of constructing the Project Work in strict accordance with the requirements of the Detailed Design.

## **ARTICLE 7 CONSTRUCTION SERVICES**

- (A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.
- (B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:
  - (1) construction of the whole and all parts of the Project in full and strict conformity with this Contract;
  - (2) the provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
  - (3) the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

- (4) the creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
- (5) the furnishing of any required surety bonds and insurance as required by the Contract;
- (6) the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; and
- (7) the furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

## ARTICLE 8

### TIME FOR CONSTRUCTION: THE CONTRACT TIME

- (A) Notice of Commencement: After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to commence the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least **TEN (10) DAYS** prior to the Commencement Date.
- (B) Time for Completion: Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work **NOT LATER THAN 150 CALENDAR DAYS** after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time." Design/Builder shall achieve Final Completion of the Work no later than **FIFTEEN (15) CALENDAR DAYS** after achieving Substantial Completion.
- (C) Liquidated Damages for Delay in Substantial Completion: Design/Builder shall pay Owner the sum of **FIVE HUNDRED DOLLARS (\$500.00) PER DAY** for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Contract. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to



Design/Builder those funds withheld, but no longer applicable as liquidated damages.

- (D) Liquidated Damages for Delay in Final Completion: If Design/Builder fails to achieve Final Completion within **FIFTEEN (15) CALENDAR DAYS** after the date of Substantial Completion, Design/Builder shall pay Owner the sum of **ONE HUNDRED DOLLARS (\$100.00) PER DAY** for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Contract. Liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.
- (E) Time Is of the Essence: All limitations of time set forth in this Contract are material and time is of the essence of the Contract.

## ARTICLE 9

### ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

- (A) Design/Builder to Perform All Work Required by the Contract: The intent of this Contract is to require complete, correct and timely execution of the design and the Construction Work. Any and all Construction Work that may be required, reasonably implied, or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder for the Guaranteed Maximum Price as provided in Article 10 of this Contract.
- (B) Strict Compliance with the Contract Documents: All Construction Work performed by Design/Builder shall be in strict compliance with this Contract. "Substantial compliance" is not strict compliance. Any Construction Work not in strict compliance with the Contract is defective.
- (C) Supervision of the Construction Work: The Construction Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort. Design/Builder shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of Design/Builder.
- (D) Warranty of Construction Workmanship and Materials: Design/Builder warrants and guarantees to Owner that all labor furnished to perform the Construction Work under the Contract will be competent to perform the tasks undertaken and is the best quality

obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

- (E) Maintenance and Guarantee Bond: Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of the **TOTAL PROJECT VALUE** for a period of **TWO (2) YEARS** for labor and **TWO (2) YEARS** for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Contract.
- (F) Commencement of Guarantee and Warranty: Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work for a period of **TWO (2) YEARS**.
- (G) Design/Builder's Schedule of Construction: Design/Builder, within **FIFTEEN (15) DAYS** after the Commencement Date, shall submit to the City Project Manager for his information, and shall comply with, Design/Builder's Schedule of Construction for completing the Construction Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path management ("CPM") schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract. No claim for an increase in the Guaranteed Maximum Price ("GMP") shall be allowed as a result of Design/Builder basing the GMP upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.
- (H) Record Copy of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of this Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Construction Work, or upon the City Project Manager's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.
- (I) Review and Approval of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict

compliance with the Contract. No deviation from, substitution for, or other modification from the Contract Documents shall be allowed by Design/Builder in a shop drawing or submittal without written approval, in the form of a Change Order, from Owner. Design/Builder shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Design/Builder also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.

- (J) Owner's Option to Review Submittals: Owner shall also, in its discretion, have the right to review and approve Submittals, and if Owner so elects, Design/Builder shall not perform any portion of the Construction Work as to which Owner has required submittal and review until such Submittal has been approved by the City Project Manager. Approval by the City Project Manager, however, shall not be evidence that Construction Work installed pursuant to the City Project Manager's approval conforms to the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of this Contract.
- (K) Procurement and Review of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to the City Project Manager, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.
- (L) Procurement of Operations and Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to the City Project Manager all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.
- (M) As-Built Drawings: Design/Builder shall prepare and provide to the City Project Manager a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.
- (N) Compliance with Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.
- (O) Testing, Inspections, and Approvals: Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Design/Builder shall submit certified results of such tests to Owner. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefore, pay all costs

in connection therewith and furnish to Owner the required certificates of inspection, testing or approval.

- (P) Owner's Regulations and Applicable Laws: Design/Builder shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Construction Work to be performed under the Contract.
- (Q) Compliance with Construction Regulations: Design/Builder shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall fully indemnify and hold Owner harmless from all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, except that such indemnity shall not apply if the violation is caused in part by a negligent or willful act or omission of Owner, its officers, agents, or employees in which case Design/Builder's indemnity obligation shall be based on the Design/Builder's pro rata contribution to the loss, damage or expense.
- (R) Permits, Licenses and Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify the City Project Manager when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City Project Manager with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City Project Manager upon completion of the Construction Work, and receipt of these documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.
- (S) Conditions to Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by the City Project Manager and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Construction Work.
- (T) Site Safety and Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to

keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

- (U) Repair of Collateral Damage: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Construction Work.
- (V) Cleaning the Site: Design/Builder shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.
- (W) Owner's Access to Construction Work: At all times relevant to the Contract, Design/Builder shall provide access to the Construction Work to Owner and its designees without formality or other procedure.
- (X) Decisions Regarding Aesthetic Effect: The City Project Manager's decisions in matters relating to aesthetic effect shall be final.
- (Y) Design/Builder to Remain an Independent Contractor: In performing both Design Services and Construction Work under this Contract, the relationship between Owner and Design/Builder is that of independent contractor, and the execution of this Contract does not change the independent status of Design/Builder. Design/Builder shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract workflow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Design/Builder in the performance of this Contract shall be construed as making Design/Builder the agent, servant or employee of Owner, or making Design/Builder or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Owner provides its employees.

## ARTICLE 10 CONTRACT PRICE

- (A) Design Services Fee, And Guaranteed Maximum Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, an amount not to exceed **ONE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED TEN AND 75/100 DOLLARS (\$134,710.75)**, payable on the basis of monthly billings as Design Services are completed and accepted by the City Project Manager. Design additions made to the original concept plan which are not referenced as add alternates in this Contract, and which are considered and approved of during the design process, will be incorporated by Change Order. The Design Change Order will specify the additional design fee, if any, for the requested enhancements, and will be signed by both parties.
  - (1) Prior to final completion and acceptance of Design Services, and upon presentation of final Design and Contract Documents to the City Project Manager for final review, Design/Builder shall also provide to Owner a final Guaranteed Maximum Price

("GMP") that guarantees to Owner the price for which all Construction Work will be completed within the construction schedule and the Project Budget.

- (2) Owner shall pay and Design/Builder shall accept the GMP for the performance of all Construction Work required by the Contract, and the performance of all other requirements of this Contract. The GMP shall consist of the Cost of the Construction Work as defined in the Contract, plus any Design/Builder's Management Fee, which is included in the GMP. Design/Builder agrees and guarantees the GMP shall not to exceed **ONE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED TEN AND 75/100 DOLLARS (\$134,710.75)**, subject to additions and deductions by Change Order as provided in the Contract Documents. Owner agrees to perform its responsibilities so as to assist Design/Builder to facilitate the completion of the Construction Work and represents to Design/Builder that there will be sufficient funds available to pay Design/Builder the final GMP of **ONE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED TEN AND 75/100 DOLLARS (\$134,710.75)**, as adjusted by any Change Order. **The GMP, unless changed by Supplemental Contract or Change Order, represents the absolute limit of obligation or liability that Owner may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Design/Builder or its Subcontractors, are concerned.** Should additional amounts be required to be expended, over and above the GMP, to achieve completion of the Construction Work, including Project construction, and payment to Design/Builder, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Design/Builder and its Contract Surety herein, and Owner shall never be liable for same. Notwithstanding anything contained herein or elsewhere to the contrary, should the final Cost of the Construction Work and Design/Builder's compensation total less than the GMP, or any approved revision thereof, the difference shall inure to the benefit of Owner and no claim for all or any portion of said difference shall be valid against or payable by Owner. **Owner's limitation of obligation or liability set out in this Paragraph shall be incontrovertible and unequivocal; any term or provision of this Contract, the Exhibits, attachments, or provisions incorporated by reference in or to this Contract, or of any Subcontract executed in furtherance of the anticipated Construction Work under the Contract shall not be construed or deemed to alter or waive this absolute condition.** Likewise, Design/Builder's absolute responsibility for the completion of the Project in accordance with the Contract Documents, including the Plans and Specifications, and within the agreed cost constraints, as well as Design/Builder's agreement to bear all costs in excess of the GMP without recourse to Owner, if such excess costs are necessary for the completion of the Construction Work, shall be incontrovertible and undisputable, and shall take precedence over all other terms and provisions of this Contract and the Exhibits hereto, no part of which shall be deemed to alter, diminish, or waive such obligations.



- (B) Management of Construction Work: In addition to the Construction Work Design/Builder will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee is included as part of the GMP. The services required are not intended in any manner to diminish the overall responsibility of Design/Builder for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.
- (C) Cost of Construction Work: Owner agrees to pay Design/Builder for the Cost of the Construction Work. However, in no event shall the sum of payments for the Cost of the Construction Work, Design/Builder's Management Fee and any other Design/Builder compensation exceed the Guaranteed Maximum Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall mean costs necessarily incurred in the performance of the Construction Work during the Construction Phase, and paid or payable by the Design/Builder.
- (1) Design/Builder shall be responsible for enforcing warranties and for obtaining correction and/or replacement of all defective work not constructed or installed in accordance with the Contract Documents. All such corrective or remedial work required by the Contract Documents shall be performed by the responsible Subcontractors under the terms of their Subcontracts, without additional cost to the Owner. Costs incurred by Design/Builder to correct or remedy work performed by Design/Builder's own forces, or where the responsible Subcontractor fails to perform, shall not be a Cost of the Construction Work, and shall be Design/Builder's sole responsibility, at no additional cost to Owner; provided, however, Design/Builder shall be entitled to the proceeds of any Subcontractor maintenance bond, where such Subcontractor has defaulted in this regard.
- (D) Reconstruction Due to Casualty Loss: If, after a substantial loss from fire, flood, or similar cause not due to the default or neglect of the Design/Builder, and the Design/Builder is put in charge of reconstruction, the Design/Builder shall be paid a management fee for its services which will be negotiated at the time of occurrence, and paid by the proceeds of insurance, or through utilization of the Change Order procedure set out in this Contract.
- (E) Discounts, Refunds, Sales of Surplus Materials: All discounts, if realized, for prompt payment shall belong to Owner and shall be accounted for in the applicable GMP line item. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall likewise belong to Owner, and Design/Builder and Owner shall make provisions so that they can be secured, the amounts thereof to be accounted for in the applicable line item.

**ARTICLE 11**  
**PAYMENT OF THE CONTRACT PRICE**

- (A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

- (B) Request for Payment: On or before the **TWENTY-FIFTH (25<sup>TH</sup>) DAY OF EACH MONTH**, Design/Builder shall submit to Owner its request for payment in such form, and with supporting documentation, as Owner may require. Each request shall seek payment for the Design Services and Cost of the Construction Work and Services as defined and allowed which were incurred during and through the last day of the preceding month.
- (C) All invoices submitted by Design/Builder shall include the City Contract Number, an assigned invoice number, invoice date, a summary of activities performed during each one-month period, a review of the project schedule and budget, a list of problems encountered (if any) during the previous one-month period, any problems (if any) anticipated for the upcoming one-month period, and projected activities for the upcoming one-month period. Design/Builder shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department**, Attn: **William Rodriguez-Cayro**, 828 NE 8<sup>th</sup> Avenue, Ocala, Florida 34470, E-Mail: [wcayro@ocalafl.org](mailto:wcayro@ocalafl.org).
- (D) Time for Payment: Within **THIRTY (30) DAYS** after receipt by Owner of a properly prepared and certified request for payment, Owner shall make payment to Design/Builder in an amount equal to the total of the Cost of the Construction Work and Services properly performed or furnished as of the date covered by such request for payment, less retainage in the amount of **FIVE PERCENT (5%)**, and less any payments previously made by Owner to Design/Builder.
- (E) Right to Audit: Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records relating to the Allowances for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within **FORTY-EIGHT (48) HOURS** of demand by Owner.
- (F) Condition Precedent to Final Payment: Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract, except for warranty and guarantee components, which are excluded for the purposes of this Article 11(E), and the Design Services and the Construction Work are fully complete.
- (G) Owner's Review of Pay Requests: Owner shall have the right to review all pay requests and the Design Services and the Construction Work at the Project site or elsewhere to determine whether the quantity and quality of the Construction Work and the Design Services is as represented in the pay request and as required by the Contract.
- (H) Conditions Precedent to Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Construction Work and Design Services as required by this Contract.

- (I) Design/Builder's Use of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall promptly pay all Subcontractors, materialmen, laborers, and Suppliers such amounts as they are entitled for the Construction Work covered by such payment.
- (J) Use of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, materialman, laborer, or Supplier as provided herein, Owner shall have the right, but not the duty, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder and any such Subcontractor, materialman, laborer, or Supplier as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to repeat the procedure in the future nor to create any contractual or other relationship of any kind between Owner and such person or entity.
- (K) Payment Not A Waiver or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Construction Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Construction Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.
- (L) Withholding of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to Design/Builder in an amount then reasonably believed by Owner to be adequate to cover the demonstrated penalties, damages, and potential losses resulting or reasonably likely to result from:
  - (1) The quality of a portion, or all, of Design/Builder's Construction Work not being in accordance with the requirements of this Contract;
  - (2) The quantity of Design/Builder's Construction Work not being as represented in Design/ Builder's pay request, or otherwise;
  - (3) Design/Builder's rate of progress being such that, in Owner's reasonable and demonstrated opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
  - (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment suppliers;
  - (5) Evidence that the balance of the Construction Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - (6) Claims made, or likely to be made, against Owner or its property;
  - (7) Loss caused by Design/Builder;
  - (8) Design/Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(L), Design/Builder shall promptly comply with such demand.

- (M) Limitation on Duty to Pay: In addition to the grounds for withholding payment as set forth in Paragraph 11(L) hereinabove, Owner and Design/Builder further agree as follows:
- (1) Within **TEN (10) CALENDAR DAYS** of the effective date hereof, Design/Builder shall submit to Owner a Schedule of Values allocating the Guaranteed Maximum Price to the various portions of the Design Services and the Construction Work, herein attached within **Exhibit B**. Such Schedule of Values shall be prepared in such form, with such detail, and supported by such data as Owner may require to substantiate its accuracy. Design/Builder shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Design/Builder shall constitute a material breach of this Contract. The Schedule of Values shall only be utilized as a basis for evaluating Design/Builder's request(s) for payment and shall only constitute such basis after it has been acknowledged in writing by Owner;
  - (2) Each request for payment shall include a certification by Design/Builder of the percentage of completion, as of the date of such request for payment, of those portions of the Design Services and the Construction Work as identified in the Schedule of Values. Design/Builder shall furnish to Owner such documentation or other supporting data as Owner may request in order to verify the percentage of completion certified by Design/Builder;
  - (3) Owner shall have no obligation to make payment to Design/Builder for any Design Services or Construction Work where the amount for which such payment is requested is in excess of the amount allocated in the Schedule of Values for such Design Services or Construction Work based upon the percentage of completion as of the date of the request for payment.
- (N) Unexcused Failure to Pay: If Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts due and payable to Design/Builder within **TWENTY (20) DAYS** after the date established in this Contract for payment of such amounts, then the payment shall bear interest in accordance with the Florida Prompt Payment Act, as amended. Provided, however, that Owner shall not be liable for interest due on any late or delayed progress payment or final payment caused by any good faith claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the request for payment or as a precondition to payment under the Contract Documents, or due to any payment Owner has a right to withhold or not certify under the Contract Documents.

## ARTICLE 12 SUBSTANTIAL AND FINAL COMPLETION

- (A) Substantial Completion: "Substantial Completion" shall mean that stage in the progression of the Construction Work, as approved by Owner in writing, when the Project is sufficiently

complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

- (B) Determination of Substantial Completion: When Design/Builder believes that the Construction Work is substantially complete, Design/Builder shall notify the City Project Manager in writing and shall submit to Owner a list of items remaining to be completed or corrected. The City Project Manager (or an independent consultant hired by Owner) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, utilities, damage to the Construction Work, and insurance, and shall fix the date, not longer than **THIRTY (30) DAYS** after the established date of Substantial Completion, within which Design/Builder shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.
- (C) Payment Upon Substantial Completion: Upon Substantial Completion of the Construction Work, and upon execution by both Owner and Design/Builder of the Certificate of Substantial Completion, Owner shall pay Design/Builder, within **THIRTY (30) DAYS**, all sums due Design/Builder, including such amount of retainage as the Owner in its reasonable discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by Owner in Owner's reasonable and demonstrated discretion, for completing all incomplete Construction Work and Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.
- (D) Final Completion: "Final Completion" shall mean the completion of all Design Services and all Construction Work required by, and in strict compliance with, the Contract, including Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.
- (E) Determination of Final Completion: When Design/Builder believes that all of the Construction Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify the City Project Manager in writing. The City Project Manager (or a designee of the Owner) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will authorize final payment, providing for

payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

- (F) Payment After Final Completion: Owner shall make final payment of all remaining sums due to Design/Builder within **THIRTY (30) DAYS** after Final Completion as reflected by Owner's final acceptance, provided that all documents and things required to be delivered to Owner under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.
- (G) Conditions Precedent to Final Payment: Prior to being entitled to receive final payment and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by the City Project Manager, the following:
  - (1) consent of surety to final payment;
  - (2) a complete set of the as-built drawings and the record set of Contract Documents; and
  - (3) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.
- (H) Acceptance of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request.

### **ARTICLE 13**

#### **OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

In addition to payment, Owner shall undertake to perform the following:

- (A) Provide Project Information: Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.
- (B) Review of Documents: Owner shall review any documents submitted by Design/ Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.
- (C) Provide Notice of Defects: In the event Owner knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof in writing to Design/Builder.
- (D) Access to The Site and The Construction Work: Owner shall provide Design/Builder access to the site and to the Construction Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.



- (E) Cooperation to Secure Permits, Licenses, Approvals, And Authorizations: Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- (F) Timely Performance: Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Construction Work.
- (G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver: Owner's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of the Construction Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.
- (H) Delay or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- (I) Documents Requested by Design/Builder: Owner shall furnish to Design/Builder, prior to the execution of this Contract, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor. If Design/Builder requests it in writing, Owner shall also furnish surveys, legal limitations, utility locations (if known), and a legal description of the Project site.
- (J) Approvals and Easements: Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.
- (K) Right to Stop Construction Work: In the event Design/Builder fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of

such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Construction Work may resume.

- (L) Owner's Right To Perform Construction Work: In the event Owner issues such instructions to stop Construction Work, and in the further event that Design/Builder fails and refuses within **SEVEN (7) DAYS** of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right, at its sole and exclusive cost, risk, and liability, to carry out the Construction Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

#### **ARTICLE 14 PROJECT DOCUMENTATION**

- (A) Maintenance of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than **FOUR (4) YEARS** after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.
- (B) Availability of Project-Related Records to Owner: All Project Records which are in the possession of Design/Builder or Design/Builders Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

#### **ARTICLE 15 PERSONNEL, SUBCONTRACTORS AND SUPPLIERS**

- (A) Subcontractor Defined: A "Subcontractor" shall mean an entity which has a direct contract with Design/Builder to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.
- (B) Supplier Defined: A "Supplier" shall mean an entity providing only equipment or materials for the performance of the Construction Work.
- (C) Objections to Subcontractors: Upon execution of this Contract, and at such later times as may be applicable, Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project.

Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner shall promptly reply to Design/Builder, in writing, stating any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. In the event Owner objects to such proposed Subcontractor, Design/Builder shall be entitled to the additional costs and time in retaining a Subcontractor acceptable to the Owner. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract.

- (D) Terms of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder, and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.
- (E) Design/Builder Responsible for Acts of Its Subcontractors: Should Design/Builder subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.
- (F) Personnel: Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Design/Builder. Absent written instruction from Design/Builder to the contrary, the Project Design/Builder shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder to this Project are as follows:

<u>NAME</u>	<u>FUNCTION</u>
Chap Dinkins	Manager, Dinkins Construction, LLC
Mark Bowden	Bowden Construction Services
Andrew Bowden	Project Manager
Michelle Partin	Principal Architect, Partin Architecture
Richard Decker	Project Manager

So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall immediately comply and shall immediately replace such individual with a qualified

substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this Paragraph 15(F) as though such individuals had been listed above.

- (G) Removal of Subcontractors and Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

## ARTICLE 16 CHANGES AND EXTENSIONS OF TIME

- (A) Owner's Right to Order Changes: Changes in the Design Services or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.
- (B) Changes and Extensions of Time: All change orders, changes requested by Design/Builder, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the City's General Conditions of Construction, Volume I. All changes to the scope of Design Services or extensions of the agreed upon Design Schedule during the design process shall be made by mutual agreement of Owner and Design/Builder, and claims for an increase in design compensation due to a change in the scope of design construction Work or for an extension of time to the Design Schedule shall be made in writing within **SEVEN (7) CALENDAR DAYS** after occurrence of the event that gives rise to the claim. All requests for additional compensation due to a change in the scope of Design Services, and all requests for an extension of time to the Design Schedule, shall include sufficient backup documentation for Owner to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.
- (C) Adjustments to Guaranteed Maximum Price or Contract Time: Upon the occurrence of a change order for Construction Work as set forth in Paragraph 16(A) hereinabove which increases the Cost of the Construction Work, the Guaranteed Maximum Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed by Paragraph 10(B) hereinabove. The failure of Design/Builder to provide notice in writing to Owner in accordance with Paragraph 16(B) of any request for an increase in the Guaranteed Maximum Price or for an extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement thereto.
- (D) Continuing Duty to Perform Construction Work and Make Payment: In the event the parties are unable to agree on the terms of a Change Order or Supplemental Contract,

then Design/Builder shall continue to diligently perform the Design Services and the Construction Work, including any change directed by Owner by Change Order or Supplemental Contract, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Contract.

- (E) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Construction Work in the highest professional manner.

## **ARTICLE 17**

### **CLAIMS BY DESIGN/BUILDER**

- (A) Terms and Conditions of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.
- (B) Claim Procedures: All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the procedures of the City's Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
- (C) Continuous Duty to Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.
- (D) Duty to Continue Performance: Design/Builder shall continue its performance under this Contract regardless of the existence of any claims submitted by Design/Builder against Owner.
- (E) Claims for Increase in Compensation: In the event Design/Builder seeks to make a claim for an increase in Design Services compensation or in the Guaranteed Maximum Price, as a condition precedent to any liability of Owner for any claim, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.
- (F) Limit Of Owner's Liability For Increased Compensation: In connection with any claim by Design/Builder against Owner for compensation in excess of the Guaranteed Maximum Price or the not-to-exceed limit of the Design Services compensation, any liability of Owner shall be strictly limited to the Cost of the Construction Work and Design Services as defined and allowed in Paragraph 10(C) above and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third

parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder has been established in a court of competent jurisdiction.

- (G) Owner's Right to Order Acceleration and To Deny Claimed and Appropriate Time Extensions, In Whole or In Part: Design/Builder acknowledges and agrees that Substantial Completion of the Construction Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.
- (1) Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order, provided that Owner and Design/Builder have agreed in writing to the extent of such acceleration and associated costs.
  - (2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 16(B) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within **SEVEN (7) DAYS** of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Construction Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.
- (H) Claims Resolved by Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order or Supplemental Contract executed by Owner and Design/Builder.

## ARTICLE 18

### UNCOVERING AND CORRECTING CONSTRUCTION WORK

- (A) Design/Builder Not to Cover Construction Work Contrary to Requirements: If any of the Construction Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Construction Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.
- (B) Owner's Right to Order Uncovering of Any Construction Work: If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Construction Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.



- (C) Duty to Correct Rejected Construction Work: Design/Builder shall immediately proceed to correct Construction Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.
- (D) Duty to Correct Defective Construction Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of **TWENTY-FOUR (24) MONTHS** following Substantial Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.
- (E) No Period of Limitation Established: Nothing contained in Paragraph 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the two-year time period in Paragraph 18(D) above relates only to the duty to Design/Builder to specifically correct the Construction Work.
- (F) Owner's Option to Accept Defective Construction Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. Owner shall be entitled to a reduction in the GMP regardless of whether Owner has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the GMP, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Construction Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Construction Work.

## ARTICLE 19 SUSPENSION AND TERMINATION

- (A) Suspension of Performance: Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.
- (B) Ceasing Performance Upon Suspension: From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with this Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.
- (C) Claim for Costs of Suspension: In the event Owner directs a suspension of performance under this Article 19, limited by any fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Contract, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:
  - (1) demobilization and remobilization, including such costs paid to Subcontractors;

- (2) preserving and protecting Construction Work in place;
  - (3) storage of materials or equipment purchased for the Project, including insurance thereon; and
  - (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.
- (D) Resumption of Construction Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall, as reasonably promptly as possible, resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.
- (E) Termination by Owner for Convenience: Owner reserves the right, for any reason whatsoever (including, but not limited to, non-appropriation of funding), or without reason, terminate performance under the Contract by Design/Builder for convenience. Owner shall give **THIRTY (30) CALENDAR DAYS** advance written notice of termination for convenience to Design/Builder. Design/Builder shall incur no further obligations in connection with the Contract and Design/Builder shall stop Design Services and the Construction Work when such termination becomes effective. Design/Builder shall also, at Owner's direction, either terminate or assign to Owner outstanding orders and subcontracts. Design/Builder shall settle the liabilities and claims arising out of any terminated subcontracts and orders. Owner may direct Design/Builder to assign Design/Builder's right, title and interest under terminated orders or subcontracts to Owner or its designee. Design/Builder shall transfer title and deliver to Owner such completed or partially completed Design Documents, Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Design/Builder has.
- (F) Submission of Termination Claim and Compensation for Termination for Convenience: When terminated for convenience, Design/Builder shall be compensated as follows:
- (1) Design/Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by Owner. If Design/Builder fails to file a termination claim within **THREE (3) MONTHS** from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;
  - (2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder under this paragraph;
  - (3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:
    - (a) the Cost of the Construction Work and Services, to the extent incurred or paid prior to receipt by Design/Builder of the notice of termination;
    - (b) such portion of Design/Builder's Fee which is earned and unpaid as of the date of receipt by Design/Builder of the notice of termination;

- (c) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 19(E) hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract;
- (d) reasonable costs of demobilization; and
- (e) materials created and stored by Design/Builder or Design/Builder's Subcontractors.

In no event shall Design/Builder be entitled to recover lost profits or other incidental or consequential damages from Owner on account of a termination for convenience, or an erroneous termination for cause as described below.

- (G) Termination By Owner For Cause: If Design/Builder does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Design/Builder shall not be entitled to receive any further payment until the Construction Work is finished.
- (1) Erroneous Termination for Cause: In the event the employment of Design/Builder is terminated by Owner for cause pursuant to Paragraph 19(G) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 19(E) and the provisions of Paragraph 19(F) regarding compensation shall apply.

## **ARTICLE 20**

### **OWNERSHIP OF DOCUMENTS**

- (A) Documents Considered Owner's Property: The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by Design/Builder for the Project, shall immediately become and be the sole property of Owner. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records with approval in writing of Owner; provided, however, that in no event shall Design/Builder use, or permit to be used, any portion or all of such documents on other projects without Owner's prior written authorization.

## ARTICLE 21 INDEMNITY

- (A) General Indemnity: Design/Builder agrees to indemnify City, and its elected officials, employees and volunteers against, and hold City and its elected officials, employees, and volunteers harmless from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Contract including, without limitation, harm or personal injury to third persons during the term of this Contract to the extent attributable to the actions of Design/Builder, its agents, and employees.

## ARTICLE 22 INSURANCE

- (A) General Insurance Requirements: Design/Builder shall procure, pay for, and maintain during the term of this Contract, insurances as detailed below with a company authorized to do business in the State of Florida and otherwise acceptable to Owner.
- (B) Additional Insured. The "City of Ocala" shall be added to all third-party coverage required by and provided for this contract as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Design/Builder.
- (C) Miscellaneous Insurance Provisions.
- (1) Severability of Interests. Design/Builder shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
  - (2) Insurance Requirements. These insurance requirements shall not relieve or limit the liability of the Design/Builder. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Design/Builder's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover the Design/Builder.
  - (3) Duplicate Coverage.
    - (a) Insurance required of the Design/Builder or any other insurance of the Design/Builder shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
    - (b) Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
    - (c) No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

- (4) Deductibles. Design/Builder's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Design/Builder is responsible for the amount of any deductible or self- insured retention.
  - (5) Certificates. Design/Builder shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least A, showing the "City of Ocala" as an Additional Insured. The City of Ocala, Procurement and Contracting Department, 110 SE Watula Ave, Ocala, FL 3447; E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org) should be shown as the Certificate Holder. Renewal certificates must also be forwarded to the Procurement Department prior to the policy expiration. **TEN (10) DAYS** written notice must be provided to the City of Ocala's Procurement Department in the event of cancellation. \*Non-rated insurers must be pre-approved by the City Risk Manager.
  - (6) Failure to Maintain Coverage. In the event that Design/Builder fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Design/Builder under this Contract, Design/Builder shall be considered to be in default of this Contract.
- (D) **LIABILITY INSURANCE.** General liability insurance, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided and maintained by the Design/Builder. The policy will include a "per project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).
- (1) If the Commercial General Liability form is used:
    - (a) Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
    - (b) Coverage B - shall include personal injury.
    - (c) Coverage C - medical payments, is not required.
  - (2) If the Commercial General Liability form is used, it shall include at least:
    - (a) Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.
- (E) **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by the Design/Builder with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.
- (F) **WORKERS' COMPENSATION.** Design/Builder shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers' liability limits of at

least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

- (G) Liability Notwithstanding Insurance: Approval, disapproval or failure to act by Owner regarding any insurance supplied by Design/Builder or its Subcontractors shall not relieve Design/Builder of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Design/Builder's insurer or any denial of liability by Design/Builder's insurer shall not exonerate Design/Builder from the liability or responsibility of Design/Builder as set forth in this Contract.

### **ARTICLE 23 SURETY BONDS**

- (A) Performance Bond and Payment Bond: After the City's issuance of the Notice to Proceed, and before the start of the "Work," Design/Builder shall furnish to Owner a separate Public Construction Bond in the penal sum of 100% of the GMP amount. The bonds shall be written by a corporate surety or sureties authorized to conduct an insurance business in the State of Florida and licensed to issue surety bonds in the State of Florida, and otherwise acceptable to Owner. The bonds shall conform to the format and requirements of Florida Statute §255.05 (as security for the faithful performance of the payment of all bills, and obligations arising from the performance of the Contract).

### **ARTICLE 24 NON-DISCRIMINATION**

- (A) General: As a condition of this Contract, Design/Builder covenants that Design/Builder will take all necessary actions to insure that, in connection with any work under this Contract, Design/Builder, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Design/Builder shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Design/Builder shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of **THREE (3) YEARS** from final Contract completion, with full access allowed to authorized representatives of Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

### **ARTICLE 25 MISCELLANEOUS PROVISIONS**

- (A) Governing Law; Venue: This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Florida, without regard to conflict of law or choice of law principles of Florida or of any other state. This Contract is performed in Marion County, Florida, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Marion County, Florida.



- (B) Successors and Assigns: This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.
- (C) Non-Assignment: Design/Builder shall not assign this Contract, or any part of this Contract, without the prior written consent of Owner.
- (D) Notices: Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of **THREE (3) DAYS** after mailing.

If intended for Owner, to:

Tiffany Kimball, Contracting Officer  
110 SE Watula Ave, 3<sup>rd</sup> Floor  
Ocala, FL 34471  
PH: 352-629-8366  
E-Mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

With a copy to:

Robert W. Batsel, Jr.  
Gooding & Batsel, PLLC  
1531 SE 36<sup>th</sup> Avenue  
Ocala, FL 34471  
PH: 352-867-7707  
E-Mail: [rbatsel@lawyersocala.com](mailto:rbatsel@lawyersocala.com)

If intended for Design/Builder, to:

Dinkins Construction, LLC  
Attn: Chap Dinkins  
2831 SE 17<sup>th</sup> Street  
Ocala, FL 34471  
PH: 352-368-2299  
FAX: 352-368-2294  
E-Mail: [chap@dinkinsconstruction.com](mailto:chap@dinkinsconstruction.com)

- (E) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.
- (F) Counterparts: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

- (G) E-Verify: Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Contract. By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Contract and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Contract and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Contract was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
- (H) Attorneys' Fees: If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
- (I) JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS CONTRACT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- (J) Force Majeure. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Contract if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the

government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Contract that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

- (K) Public Records. The Design/Builder shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Design/Builder shall:
- (1) Keep and maintain public records required by the public agency to perform the service.
  - (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Design/Builder does not transfer the records to the public agency.
  - (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Design/Builder or keep and maintain public records required by the public agency to perform the service. If the Design/Builder transfers all public records to the public agency upon completion of the contract, the Design/Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design/Builder keeps and maintains public records upon completion of the contract, the Design/Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE DESIGN/BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN/BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- (L) Electronic Signatures. Design/Builder, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Contract. Further, a duplicate or copy of the Contract that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Contract for all purposes.
- (M) Captions: The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.
- (N) Entire Agreement; No Oral Modifications: This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]**



EXECUTED on \_\_\_\_\_, by Owner, signing by and through its City Council, and by Design/Builder, acting through its duly authorized officials.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**DINKINS CONSTRUCTION, LLC**

\_\_\_\_\_  
Robert W. Batsel, Jr.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Manager/Member)

**OVERVIEW AND PURPOSE OF THE PROJECT**

1. Design-Builder ("D-B") shall provide all labor, materials and provisions necessary to produce final design, construction documents and construction of an 1837 period frontier blacksmith shop at the Fort King National Historic Landmark within the city limits of Ocala, Florida.
2. For 15 plus years (1827-1843) Fort King served to promote law and order between the native Seminole Indians and the settlers in the Florida wilderness. It was an important military outpost during the Second Seminole War. The larger Fort King Reconstruction Project will include the recently constructed palisade walls and block houses as well as proposed interior and exterior structures that would have been relevant to the fort operation. This would have included a blacksmith shop.
3. Fort King was designated a National Historic Landmark by the United States Department of Interior in 2004. The property is owned jointly by the City of Ocala and Marion County. The City operates the park in cooperation with a not-for-profit citizen advisory board, the Fort King Heritage Foundation.
4. The Fort King Blacksmith Shop Project will be managed by the City of Ocala and financed by the Fort King Heritage Foundation through private donations and grants. Gulf Archaeology Research Institute, Inc. has completed required archaeology services. The Fort King Reconstruction projects are community projects; therefore, it is anticipated that a great number of like-minded community businesses and organizations will also desire to partner with the City to contribute services and materials for the blacksmith shop construction.
5. The design/construction team will develop design options, final design and construction of the blacksmith shop. The design process is expected to include visual representations of options and construction approaches available and from which final selections will be made.
6. It is the desire of the City of Ocala that the design provide the most authentic representation of the 1837 Fort King blacksmith shop as is feasibly possible while minimizing impact on subsurface cultural resources. The design and construction shall use historically verified design elements, materials and hardware and shall include all of the elements listed below:
  - A. An estimated 10' W X 12' L (Est. 120 SF), two story structure.
  - B. An estimated site area of no more than 2,000 SF.
  - C. Electric as needed for minimal site lighting/receptacles and convenience power.
  - D. ADA Accessibility
7. During design and construction, Design-Builder will work very closely with City staff (Recreation and Parks, Engineering/Survey) as well as the project archaeologist and the Fort King Project Team which includes representatives of the City of Ocala, Marion County, Gulf Archaeology Research Institute, Inc. and the Fort King Heritage Foundation. It must be understood that this project will occur on a National Historic Landmark and as such, there will be much coordination between staff, citizen groups, state agencies and grant agencies.

**REQUIREMENTS**

1. **Plans:** Shall be signed and sealed by a State of Florida Licensed Architect and/or Structural Engineer.



**D-B TEAM RESPONSIBILITIES**

1. The D-B team shall provide comprehensive, turnkey services from the design process through construction closeout and is expected to work closely with the designated Fort King Project Team to accomplish these tasks:
  - A. **Conceptual Design Services:** D-B team shall work with the Fort King Project Team to prepare the conceptual design as desired and defined herein. The conceptual design must be approved by the City of Ocala before the design and development/construction documents phase of the project begins.
  - B. **Design Development and Construction Documents:**
    - i. Conceptual design and final design must be approved by the City of Ocala.
    - ii. Following receipt of the conceptual design approval from the City of Ocala, the D-B team shall proceed with the completion of the design development and construction documents.
    - iii. It is the goal of this project to create a high-quality experience for park users. This would include creation of a design that provides an authentic period fort blacksmith shop that replicates the one depicted in the drawing below:



Fort King  
Blacksmith Shop Location



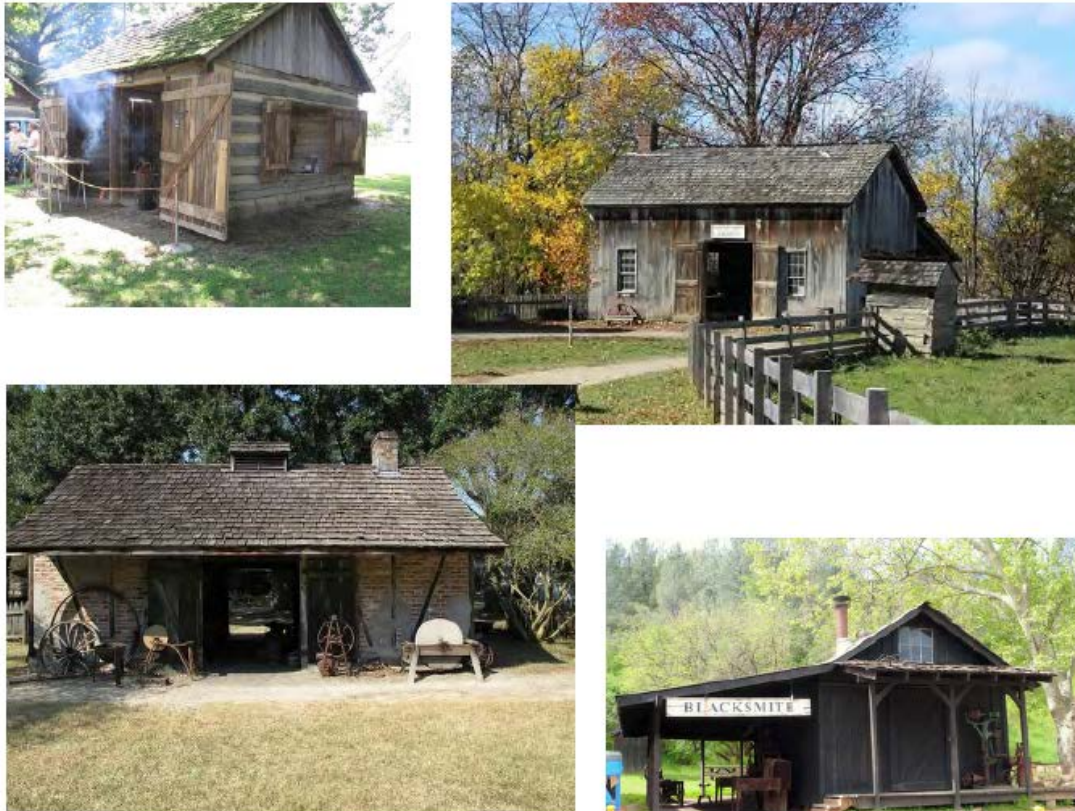
★ Approximate location of the Blacksmith Shop according to the illustration in John Sprague's diary and archaeological findings.

Black Smith Shop Samples

Pictures of what a period frontier blacksmith shop might look like.







C. **Meetings:**

- i. Attend monthly progress meetings.
- ii. Attend a minimum of two (2) meetings with the Fort King Project Team through the completion of the conceptual design phase.
- iii. Attend a minimum of three (3) meetings with the Fort King Project Team through the completion of the design development and construction document phase.

D. **Testing:** Coordinate any geotechnical testing as needed for design criteria using the City's approved geotechnical vendors and under advisement of the project archaeologist.

E. **Engineering Services:** Provide architectural and structural engineering services to develop final design plans, specifications, and cost estimates for the blacksmith shop construction.

F. **Drawings:** Prepare high quality professional drawings for document review and approvals.

G. **Construction Specifications:** Develop detailed construction specifications which minimally address the need to:

- a. Coordinate all construction activities with the project archaeologist who shall monitor same.
- b. Minimize the use of heavy equipment and/or ground disturbing activities that have the potential of disturbing archaeological resources; and provide for alternative means of accessing construction zones as necessary to minimize impact on surrounding areas.

- H. **Development Permits:** The D-B team shall secure and provide all State and local development and regulatory agency permits required for the blacksmith shop construction (but not for site preparation). At a minimum, the D-B team shall do the following:
- i. Provide architectural and structural engineering calculations and drawings necessary to obtain State and local development permits.
  - ii. Incorporate all changes required by development permit plan review check.
  - iii. Develop drawings, specifications and materials as required until approved by the review agency for all required permits.
  - iv. Coordinate review and permitting by all regulatory agencies.

- I. **Construction:** The D-B team shall provide comprehensive construction services including all equipment, materials and labor required to construct the blacksmith shop as per the approved plans.

Modifications to the final design, made by the D-B team during construction, shall be reviewed and approved by the City of Ocala before implementation of changes to plans.

Any modifications to the final design, recommended and performed by the D-B team during construction, shall bear no additional cost or inconvenience to the City of Ocala.

At a minimum, the D-B team shall do the following:

- i. Provide architectural, structural engineering, electrical and infrastructure construction services.
  - ii. Coordinate site development reviews and inspections as necessary.
  - iii. Provide all construction administration services including disciplines coordination, document checking and coordination with the City of Ocala's appointed project representative.
  - iv. The D-B team shall protect and maintain all surfacing and improvements during the entire construction process.
    - a. Protection of surfacing and improvements may include, but is not limited to, installation of fencing, cabling, or other preventative measures to reduce non-permitted use of the project site prior to the formal opening of the facility.
    - b. The D-B team shall be responsible for any and all damage resulting from improper use, damage, or vandalism prior to Owner's acceptance of the project.
  - v. Adhere strictly to established access routes and staging zones within a controlled boundary to minimize impacts on historical and natural resources.
  - vi. Coordinate all construction activities with the project archaeologist to ensure they are conducted under the archaeologist's supervision and in compliance with archaeologist's recommendations to minimize impact on intact archaeological resources.
- J. **Construction Close-Out & Dedication Event:** The D-B team shall conduct a project closeout with the City of Ocala and provide a written warranty at completion of the contract. At a minimum, the D-B team shall do the following:
- i. Prepare project closeout manuals upon completion of the project. See Deliverables.
  - ii. Provide written information regarding any required maintenance programs and schedules with

Ocala Recreation and Parks and Facilities staff.

- iii. Provide a two (2) year full warranty on all materials and workmanship.
- iv. Provide as-built plans in hard copy, certified by a Florida registered professional surveyor along with an AutoCAD electronic file showing elevations, utilities (above and below ground), and all elements of the constructed blacksmith shop.

**K. Preliminary Project Requirements:**

- i. **Location:** The blacksmith shop will be constructed at the Fort King National Historic Landmark located at 3925 East Fort King Street, Ocala, Florida.
- ii. **Size:** The estimated size of the blacksmith shop is 12' X 16' or 120 square feet.
- iii. **Construction Material and Details:**
  - a. General Design Elements. It appears the original blacksmith shop was a two-story (or one-story with loft) structure, including exterior stairs.

The replica shall be designed and constructed to match the original as depicted in the drawing by J. Butler in John Sprague's journal.

Excerpts and plan recommendations from Gulf Archaeology Research Institute's *Archaeological Investigations of the Fort King Blacksmith Shop (2020-1)* available at: <https://spaces.hightail.com/space/vYzcdxFGCb> are provided herein for a general perspective on the project.

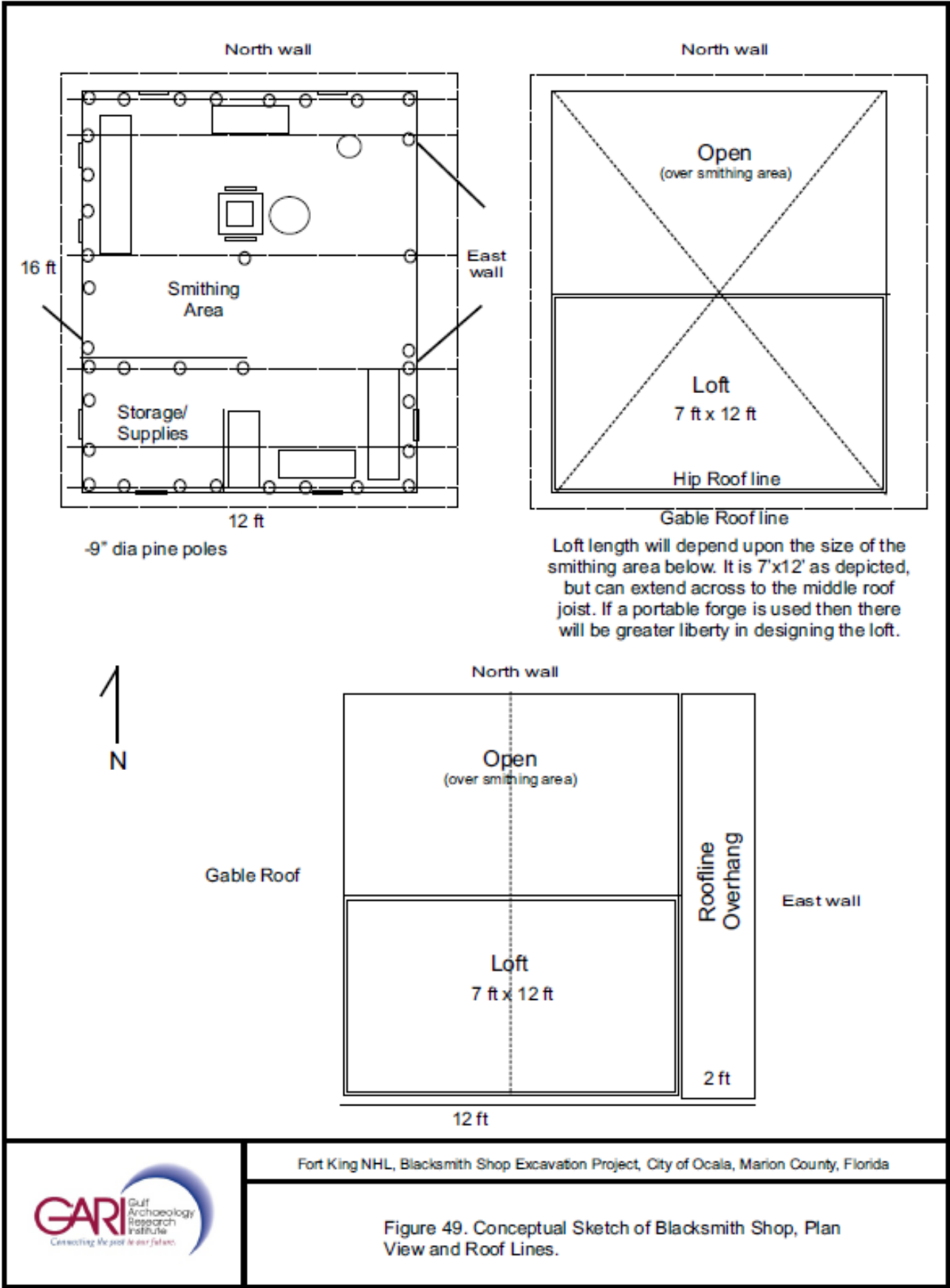
The project team should refer to the findings and recommendations of this report in its entirety during the design process as these recommendations along with Butler's drawing in Sprague's journal will serve as the design basis for this project.

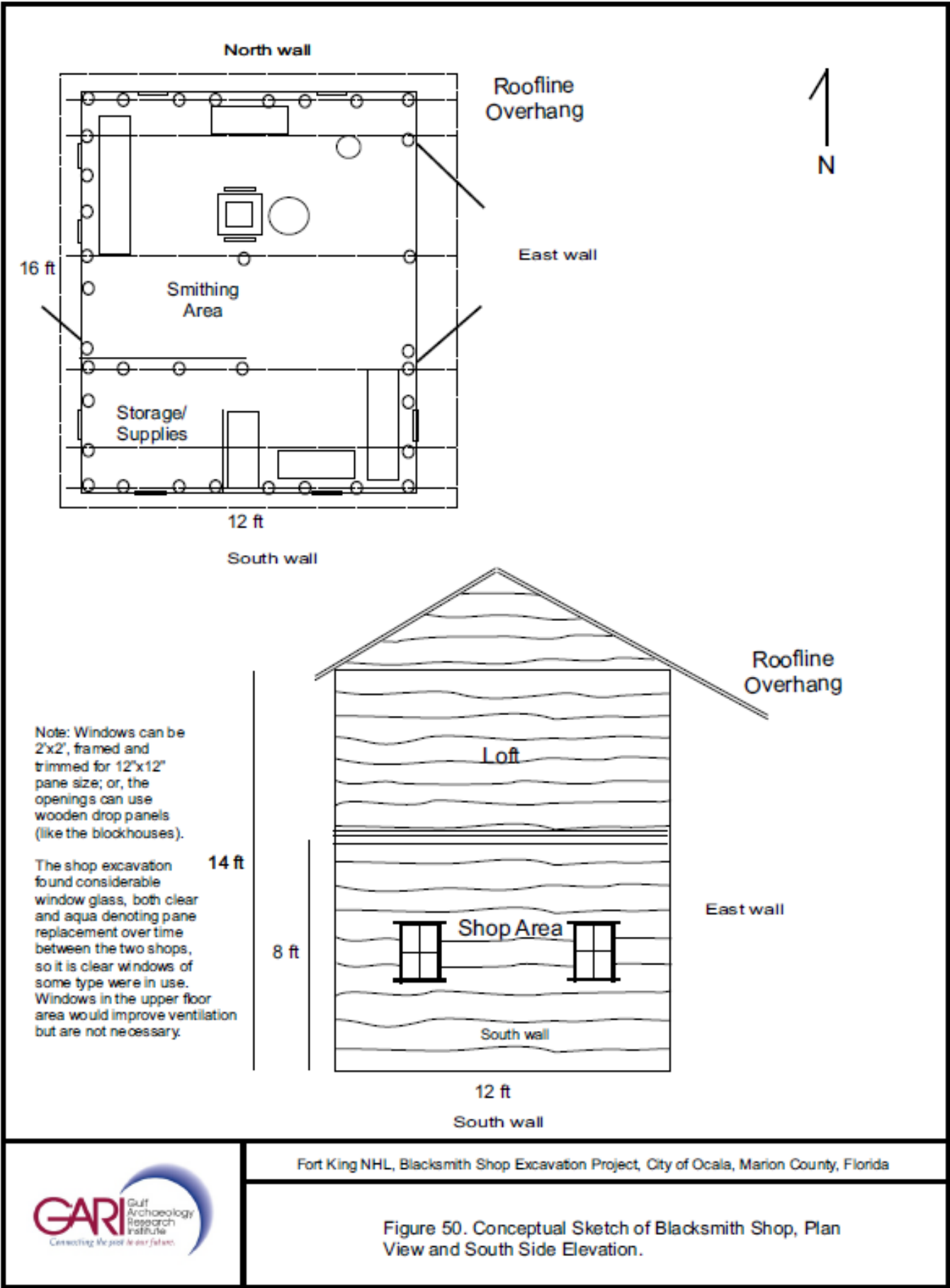
The design team should not interpret this as a final design as the Fort King Project Team will continue to evaluate and debate input from other historical references and experts in finalizing design of this structure.

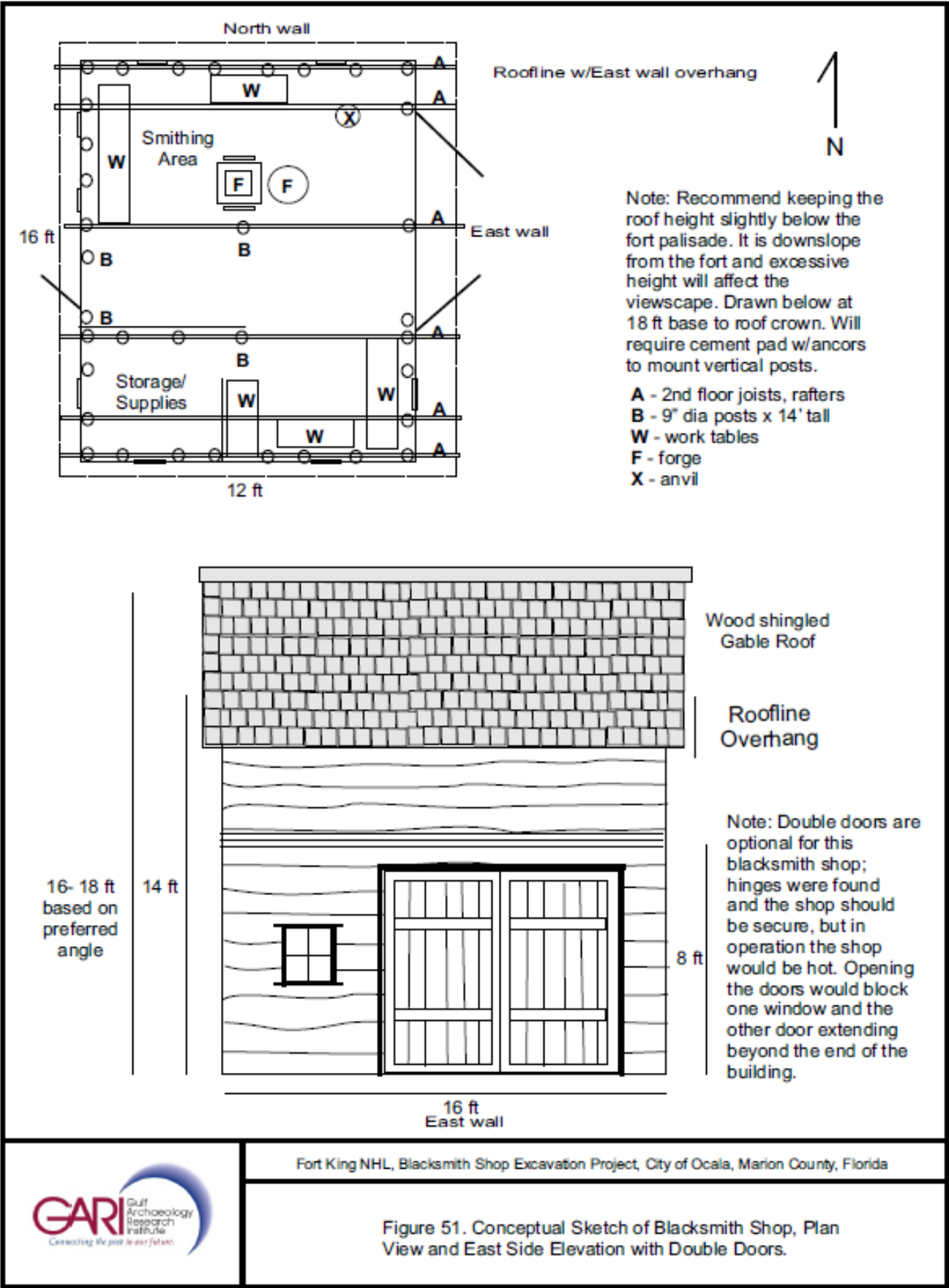


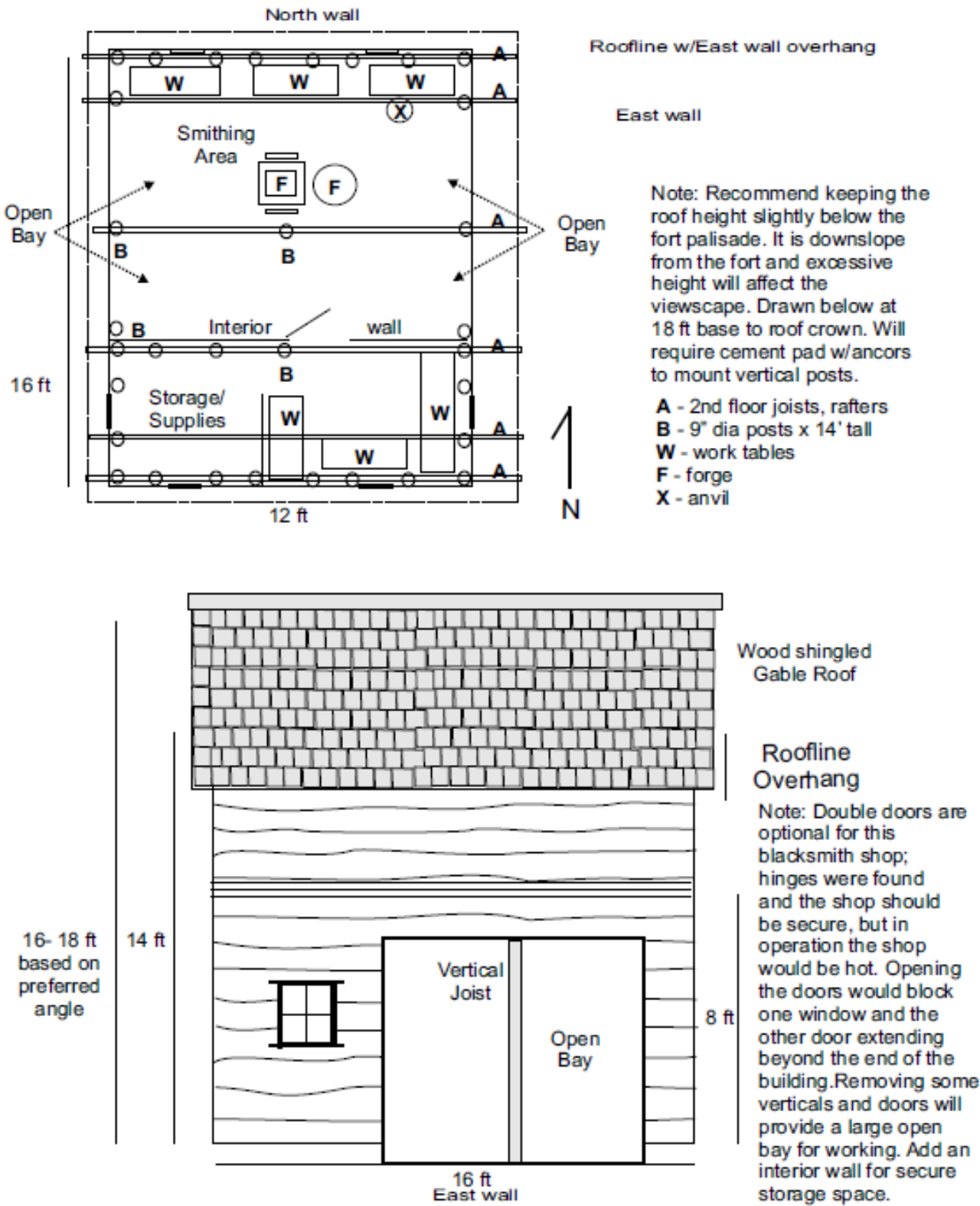
According to the archaeologist's recommendations, *"The blacksmith shop does not appear to be an elaborate building, rather one resembling a small barn or shed with a loft. The original buildings were likely 10-16' tall, but not as tall as the nearby fort palisade as observation for their field of fire would have become a problem and smoke or heat venting would have been important on a seasonal basis. Also, the internal bracing to reduce wind flex or torqueing should be used to strengthen the wall to roof timbers. The shop should be no less than 10' x 12' and no more than 12' x 12' and can be two floors based on vertical timber size..."*











- b. **Layout:** According to the archaeologist's recommendations, *"These figures... show some internal subdivisions for smithing, storage and other functions related to a blacksmith shop."* and *"A roof overhang or wide eave is depicted on its east side to facilitate the extension of useable floor area and a covered area for visitor observation of smithing activity."* *"The upper floor likely covered only one half of the length of the buildings to permit ventilation and an open workspace."* *"The interior space should be subdivided by an internal load-bearing wall to accommodate a small lockable smithing material storage area. This does not have to be a floor to ceiling wall, rather a smaller open space where public access is limited yet valuable tools or materials can be locked up... The space atop this area can be used for domestic interpretation. The building should have a main double door to the workspace and an opposite wall doorway."*
- c. **Floor:** The top floor shall be wood plank. Per the archaeologist's findings, *"There is no evidence for floor timbering and the penetration of the disarticulated limestone and brick into the unit floors suggests both structures had dirt floors."* *"The original floors appear to have been compacted earth although some piling of limestone rubble is present around the suggested forging area in the... southeast corner of Building 2. A compacted earthen floor imparts realism but would require maintenance to prevent weather related problems. This a public access interpretive station so the use of a cement foundation, set down to ground level allowing a sand cover, would service the historic eye and best meet code requirements to secure the building frame. This also allows for the lower frame to remain out of the ground to reduce rot and insect damage."*
- d. **Walls:** Suggested planking is live edge cypress to match existing on site. The existing planks were purchased from the Cracker Sawmill in Williston. According to the archaeologist's project analysis and interpretation, *"The walls had post sizes ranging from 4 to 7 inches in diameter and spaced 1 to 3 feet apart to permit the application of wood plank siding."* He also advises, *"...its external siding ran from earth to roof. No post on sill construction is evident, nor was it needed. The rebuild project should not use post on sill unless required by code."* *"The exterior can be sheathed in vertical board and batten style planking fixed to wall joist spanners or horizontally planked. Sprague's rendering would be the acceptable choice as it is the only historically known illustration of the Second Fort buildings. The use of wood joinery in place of metal hurricane or roofing joist plates and straps would allow the visitor a sense of authenticity. Indeed, it would be a very authentic and consistent construction method, one the visitor can relate to as other buildings are built on the site. Mortise and tenon is a strong join and a small structure using such would be very worthy."*
- e. **Windows:** Based on the archaeologist's report, *"... based on the amount and type of domestic material culture present, the Fort King blacksmith shop likely housed the smith in some capacity and, in that context, likely had a few windows for air circulation and habitability across seasons of the year."* *"... the buildings did have at least one multi-pane window and likely more. It is recommended that a window be placed high and on the wall opposite the double doors or at north and south ends of the building. Those positions give some air flow for the second story if that area is intended to be accessible or part of the interpretation. First floor windows could be placed on both ends and at least one on each of the west and east walls. These increase the natural lighting and facilitate air movement and ventilation when the shop is in operation."*

- f. **Electric:** Convenience electric shall be provided with outlet boxes and conduit concealed.
- g. **Roof:** Roof shall be two-sided open gable with wood/shake shingles. These shingles do not have to be authentically manufactured and hand split. They can be commercial shake but must appear to be from the 1800's time period.

Suggested shingles would match existing blockhouses on site as detailed below:

  - Manufacturer: Valley Lumber Sales
  - Medium Split & Resawn Shake, cut from clear heartwood, with no defects.
  - This shake is 1/2" thick at the butt and is cut in two lengths - 18" and 24". On a 4/12 or steeper pitched roof, it is applied at 7 1/2" for a 18" shake and 10" for a 24" shake.
- h. **Hardware:** The use of authentic period hardware, including appropriate size and load bearing square cut nails and spikes and locally handmade blacksmith gate hinges where feasible.
- i. **Use:** The facility should be designed to accommodate users of all ages and abilities.
- L. The D-B team shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
- M. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
- N. D-B team is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the D-B team, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
- O. D-B team will be responsible for inspector's overtime if required.

## DELIVERABLES

1. Deliverables shall be considered those tangible resulting work products which are to be delivered to the City of Ocala such as reports, draft documents, data, interim findings, drawings, schematics, training, meetings, presentations, final drawings, reports, and construction product.
2. All deliverables and resulting work products from this contract will become the property of the City of Ocala.
3. All text documents will be provided in MS Word format. The D-B team shall be responsible for revising and/or supplementing specifications required to do all work associated with the blacksmith shop construction.
4. Final drawings will be completed in an AutoCAD format acceptable to the Owner. An Architect and/or Structural Engineer licensed in the State of Florida shall sign all required architectural and engineering drawings.
5. At a minimum, deliverables and schedule for this project shall include:
  - A. **Conceptual Design Services:**
    - i. Provide a proposed schedule from project initiation to facility opening. **The City of Ocala reserves the right to make adjustments to the project schedule as necessary.**



- ii. Create a design concept in a high quality, professional plan view drawing showing the entire blacksmith shop in relation to the larger fort complex. **Conceptual and final design must be approved by the City of Ocala.**
- iii. Deliver preliminary line item cost estimate and quantity of materials estimates in a digital file.

**B. Design Development and Construction Drawings:**

- i. Provide high quality, professional construction drawings, details, specifications, and cost estimates for the blacksmith shop.
- ii. Provide 11" X 17" review sets in Adobe format at 50 percent, 90 percent, and 100 percent stages of construction document preparation. All prints on the review sets must be of a size so that when printed the detailed notes can be read.
- iii. Provide 11" X 17" sets in Adobe format and one (1) 24x36" set at final stage of construction documents.
- iv. One copy of 8-1/2 X 11, written specifications shall be required at 90 percent and 100 percent stages. Additionally, digital specifications and an AutoCAD electronic file must be provided at the 100 percent stage.
- v. Provide final estimates of quantities of materials.

**C. Development Permits:**

- i. Produce and provide architectural and structural engineering calculations and drawings in appropriate quantities and sizes, signed and sealed required to obtain all State and local permits. Submit plans digitally as required for permitting purposes.
- ii. Coordinate the review of plans by local and State regulatory agencies and pay any associated fees.
- iii. Obtain and pay for all permits required for the blacksmith shop construction.

**D. Construction:** Prepare and submit monthly written progress reports identifying project status, percent complete and scheduled time of completion to the City of Ocala.

**E. Contract Close-out:** Deliver one, 3-ring binder and one digital copy of construction closeout manuals upon completion of the project. Each close-out manual shall be indexed and include:

- i. D-B team's information
- ii. Product Listing including product name, product number, contact information and method of application for all materials used on the project
- iii. D-B team's warranty letter
- iv. Submittal documents including instructions, field reports and testing certificates
- v. Maintenance schedule and recommendations
- vi. Full size, signed and sealed, final As-Built drawings
- vii. Digital file of AutoCAD As-Built drawings

**PROJECT SPECIFICATIONS**

D-B team will follow at a minimum, and, as appropriate per the design criteria, these standard specifications, as appropriate:

1. Secretary of Interior's Standards and Guidelines can be obtained here: <https://www.nps.gov/tps/standards.htm>
2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: <https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf>
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
4. All work must be in compliance with the Florida Building Code, latest edition. For information please visit the following link: <https://floridabuilding.org/c/default.aspx>
5. The D-B team must have the above listed documents in addition to up to dated copies of shop drawings, plans, and bid document at job sites at all times.
6. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.

**D-B TEAM EMPLOYEES AND EQUIPMENT**

1. D-B team must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the D-B team must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the D-B team must each be promptly notified by the other of any complaints received.
3. The employees of the D-B team must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
4. D-B team will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
5. No smoking is allowed on City property or projects.
6. D-B team must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
7. All company vehicles and uniforms must have a visible company name/logo.

**CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala staff shall make available sufficient hours of staff personnel as is required to meet with D-B team and provide such information as required. The City of Ocala has assigned a project manager who will oversee the work and provide support as needed.

2. Survey work as necessary for the archaeological grid, site, and construction layout.
3. Civil and stormwater engineering and permitting.
4. Site preparation consisting of a fill “cap” necessary to level the site and protect archaeological resources.
5. Any vegetation/tree removals necessitated by the project.
6. Pay directly for geotechnical work ordered by the D-B team which was approved by the City.
7. Provide D-B team with:
  - A. Base map information including existing conditions and features in an AutoCAD format.
  - B. Estimated location of existing known site utilities owned by the City.
  - C. Archaeologist report of blacksmith shop.

### CONSTRUCTION WORK AREAS

1. Components of the project, including temporary work and storage areas, will be located on-site per project. Material and equipment staging areas will be kept in a clean and orderly fashion.
2. Provide on-site sanitary facilities as required by governing agencies.

### SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The D-B Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. D-B Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. D-B Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
  - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
  - B. The D-B Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
  - C. All work areas must be returned to original condition.

### SAFETY

1. The D-B Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. D-B Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the D-B Contractor's responsibility.
5. In no event shall the City be responsible for any damages to any of the D-B Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

### ADDITIONS

1. A dumpster is allowed on-site during construction and must be supplied by the D-B team.
2. Construction materials can be stored on-site.
3. Any modern hardware needs to be concealed.
4. Building needs to be lockable; blacksmith materials will be stored inside.
5. A utility conduit runs close to construction site. Utility locate is required.
6. Colored concrete sidewalks need to match existing. City will provide color code and salt finish to awardee.
7. Lighting fixtures must be installed and will match other buildings on-site. Existing lighting fixtures shown below:

Savoy House Brennan 15-Inch-Tall Outdoor  
Hanging Lantern  
MFR SKU: 5-342-213



Savoy House Brennan 17-Inch-Tall Outdoor  
Wall Light  
MFR SKU: 5-344-213



# Design-Build 1837 Period Blacksmith Shop at the **Fort King National Historic Landmark**

**RFP #REC/210855**

November 1, 2021



2831 SE 17<sup>th</sup> Street • Ocala, Florida 34471  
(352) 368-2299  
CGC 1519358

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**I** Additional Information

- Business Licenses
- Insurance





November 1, 2021

Procurement Department  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471

Re: RFP# REC/210855 Design-Build 1837 Period Blacksmith Shop  
At Fort King National Historic Landmark

To Whom It May Concern:

Dinkins Construction LLC has partnered with Partin Architecture and Bowden Construction to respond to RFP# REC/210855. Chap Dinkins, Manager of Dinkins Construction LLC, hereby submits our qualifications and proposal. Chap Dinkins will be the principal-in-charge, the legal representative, and the primary contact point for the contract negotiations.

Dinkins Construction was established in 2009, and Chap Dinkins individually has over 20 years of experience in commercial building. Dinkins Construction has become known for its professional skills in communication and project management, and for the delivery of high-quality construction projects.

Partin Architecture is a full-service Architecture firm, established in 2006. With offices located in the Historic District of Ocala, Florida, they provide diverse project design, documentation, administration and management services.

The Bowden family has been active in the construction industry in Marion County intermittently since 1978. Three generations have worked in the company and developed strong ties in the community, as well as developed a local presence in the small commercial and residential construction fields. Bowden has had several notable projects, including the Ocala Drive-In second screen, the new Silver River Museum exhibit, historically accurate homestead homes, and pottery kiln, as well as many more.

The Dinkins Team has collaborated on many different projects and there is great continuity, communication and understanding between the firms. It is our sincere interest to deliver a quality project for the City of Ocala. We believe we are the best Team for the job.

Respectfully Submitted,

Chap Dinkins, CGC 151-9358  
Dinkins Construction LLC  
FEIN#27-0867581  
2831 SE 17<sup>th</sup> Street • Ocala, FL 34471  
352-368-2299 office • 352-239-4579 cell  
[chap@dinkinsconstruction.com](mailto:chap@dinkinsconstruction.com)

*"Overall Rating: 5.0 (Excellent) Contractor went above and beyond to make the project a success. Construction Manager kept project under budget and even produced a savings to the County."*

– Marion County Veterans Resource Center Phase 2

*"I worked hand in hand with Chap Dinkins and his staff every day as we built the facility. I was very impressed not only with the professionalism of their organization but also the personal ownership they took in the project."*

– Michael Ferguson, Church at the Springs

## TEAM PROJECT EXPERIENCE

### Silver River Museum Cracker Style Log Home

12 x 18 two-story log cabin, with chinking between the logs. The foundation was design to meet current Codes. There is a large cooking fireplace that is used weekly. This project had to meet wheelchair accessibility needs.

10 x 8 authentic leaning chimney, made of pine logs and clay. The chimney was donated and shipped to the site from the original local site and reassembled on site. This fireplace is not currently in use. Original cut nails were used along with hidden fasteners and brackets.



### Silver River Museum Pottery Kiln

Timber frame structure built over new pottery kiln with a custom chimney.





## TEAM PROJECT EXPERIENCE



### FACILITY

City of Ocala Parking Garage

### LOCATION

Ocala, FL

### YEAR OF COMPLETION

2016

### CONSTRUCTION BUDGET

\$4 Million



## TEAM PROJECT EXPERIENCE



### FACILITY

Fire Station #7

### LOCATION

Ocala, FL

### YEAR OF COMPLETION

2018

### CONSTRUCTION BUDGET

\$1.8 Million





## TEAM PROJECT EXPERIENCE



### FACILITY

Fire Station #1

### LOCATION

Ocala, FL

### YEAR OF COMPLETION

2018

### CONSTRUCTION BUDGET

\$2.9 Million



**PROJECT TEAM****Owner:****City of Ocala**

Parks and Recreation Department

**General Contractor:****Dinkins Construction, LLC**

Chap Dinkins, Manager

CGC 151-9358

**Subcontractor:****Bowden Construction Services, LLC**

Mark Bowden, Manager

Andrew Bowden, Project Manager

**Architect:****Partin Architecture**

Michelle Partin, Principal Architect

Richard Decker, Project Manager



## CHAP DINKINS, General Contactor



### EDUCATION:

University of Central Florida  
BA, Organizational  
Communications, 1995

### TRAINING/CERTIFICATIONS:

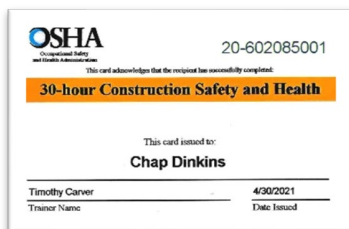
CGC License  
CPR Certification  
OSHA 30 Hour Course

### YEARS WITH DINKINS:

21 Years

### TOTAL EXPERIENCE:

26 Years



Chap got started in the construction industry by working his way through college as a draftsman for an Architect and a Civil Engineer. Chap is an expert communicator and planner. He spent the first 5 years of his professional career as a General Contractor for chain restaurants and retail stores around the country. He successfully delivered over 75 locations in challenging markets.

Since returning to Ocala in 2000, he has successfully developed over \$300 million of commercial properties as a professional Construction Manager and General Contractor. All of the projects have been negotiated and Chap has coordinated all the design, engineering, and permitting efforts; including land use changes, environmental mitigations, public hearings, zoning changes, and all department reviews from the governing agencies: including FDOT, DEP, WMD, etc. He uses the vision of the client to phase each development and can fast track projects through design team meetings and walk-through reviews. He has extensive estimating, project management and subcontractor coordinating experience. He is no stranger to the job site, as he is a hands-on general contractor, personally visiting each project for quality control checks.

### DUTIES:

Chap is the team leader and sets an example of excellence for his employees. He is responsible for overseeing budgets, schedules, jobsite safety programs, quality control, and ensuring projects are brought in on time and the client is fully satisfied with the product.

Chap is hands on and makes frequent visits to each jobsite to ensure his team is adhering to the Dinkins Standard of Excellence.

To date, Chap has managed close to \$500 million of commercial construction projects.

### PROJECT EXPERIENCE (Partial):

Frank DeLuca YMCA Addition/Renovations  
Frank DeLuca YMCA Airnasium  
Dollar Tree Distribution Center  
Stay and Save Motel  
Marion County Minor Projects General Contractor  
City of Ocala Fire Station No. 1/OPD Substation  
City of Ocala Fire Station No. 7  
New Covenant Missionary Baptist Church  
Live Oaks Community Church, Phases 1 and 2

**MARK BOWDEN, Subontactor****EXPERIENCE**

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**BOWDEN CONSTRUCTION SERVICES**

OWNER

*2010- CURRENT*

- Coordinated, budgeted, and supervised sub-contractors for small construction projects ranging from 25-750k
- Managed company efficiently and effectively

**FABIAN DINKINS CONSTRUCTION**

GENERAL SUPERINTENDENT

*2007-2010*

- Onsite supervision and coordination of 50,000 sq ft car dealership on a superfund site.
- Onsite supervision and coordination of 60,000 sq ft church and development

**BOWDEN CONSTRUCTION OF NORTHEAST GEORGIA LLC**

OWNER

*1999-2007*

- Coordinated, budgeted, and supervised sub-contractors for small construction projects ranging from 25-750k
- Managed company efficiently and effectively

**NORTH GEORGIA PILE DRIVING**

OWNER

*1999-2006*

- Pile driving for North Georgia and lake cleaning along the shoreline.
- Managed company efficiently and effectively

**BRAY'S WELDING**

SHOP MANAGER

*1994 -1996***UNITED STATES NAVY**

BOATSWAINS' MATE

*1990-1994***LICENSURE**

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- CBC 12583254
- HI 5050

## ANDREW BOWDEN, Project Manager

### EDUCATION

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#### University of North Florida:

#### Building Construction

Minor: Business Management

Graduated – Spring 2021

### EXPERIENCE

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#### BOWDEN CONSTRUCTION SERVICES

##### PROJECT MANAGER

FEBRUARY 2021- CURRENT

- Coordinated, budgeted, and supervised sub-contractors for small construction projects ranging from 25-150k
- Integrated new technology resulting in more efficient access to data and better estimating procedures
- Worked alongside the owner as he started a second business and acted in his place when needed
- Hand-set trusses, framed buildout, and prepared foundations when sub-contractors could not be found
- Provided architectural drawings and site plans for smaller projects

#### MANSON CONSTRUCTION

##### FIELD ENGINEER INTERN – OFFICE INTERN

DECEMBER 2018 – FEBRUARY 2021

- Field:**
- Worked as a field engineer on several multimillion dollar projects all around the United States including: Eureka California, Longview Washington, Galveston Texas, Venice Louisiana, Norfolk Virginia, up and along the Atchafalaya River, and JaxPort on the St. Johns River
  - Completed project management activities including working with Army Corps of Engineers, conducting daily QC reports as well as conducting meetings.
  - Used Hydrographic Surveying to monitor daily progress of dredge using HyPack and creating AutoCAD drawings for captains to use for digging.
  - Acted as on-site IT fixing any technical errors the dredge computers or survey boat computers as needed.
- Office:**
- Worked alongside engineers on estimating & production projects.
  - Worked extensively with excel in analyzing and organizing large data sets collected from projects.
  - Review designs, drawings, and engineering data prepared by other Manson field engineers, consultants and vendors for conformance with project plans, specifications and identify associated conflicts.
  - Geotechnical analysis of soil samples from nationwide projects. (Sieve analysis, Atterberg limits, specific gravity, etc.)

#### JOHNSON LAND SURVEYING AND MAPPING

##### RODMAN

APRIL 2018 – AUGUST 2018

- Set up point-stake and located with Topcon Robotic Total Station, oversaw all aspects of surveying crew.
- Completed both field work and office AutoCAD roles for several projects including several JEA jobs.

#### DAVID KING ARCHITECTURE

##### CAD DRAFTSMAN

MAY 2014 - AUGUST 2014

MAY 2017 - AUGUST 2017

- Designed buildings per specification from customer, including several res. add-ons, new homes, and commercial buildings.
- Completed several model home versions for a new neighborhood in Crystal River, Florida.

### SKILLS

---

- CAD Certified (Seven years of exp.)
- OSHA 30
- Organization and analytical skills
- On-Site Experience
- Surveying Experience (Topographic, Robotic Total Station, Hydrographic)
- OSHA 30
- Hypack
- Microsoft Office Suite
- Plumbing, carpentry, and welding
- Heavy Equipment Operations
- Teamwork

## PARTIN ARCHITECTURE



## QUALIFICATIONS &amp; STAFF



Michelle Partin  
*Principal Architect/President*

**About**

With more than 26 years of experience working in all stages of project development. She uses her experience from a wide range of project types small, single-user facilities through large complex, multi-use healthcare projects to direct her team and find the best solutions for our clients.

**Education**

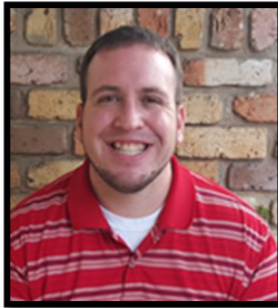
North Carolina University,  
Bachelor of Architecture

University of Florida,  
Bachelor of Design

**Registration**

Registered Architect  
Florida- AR92862

Registered Architect  
North Carolina -15265



Richard Decker  
*Project Manager*

**About**

Richard is a dedicated design professional with over 15 years of experience in the architectural field. He has worked on projects as diverse as custom homes to large scale facilities design. Constantly improving his skills and knowledge base, Mr. Decker has attained his Masters in Architectural Design and is sitting for the ARE Architectural Examination to become a licensed architect.

**Education**

Southern Illinois  
University Carbondale,  
Master of Arts in Architecture

University of Central Florida,  
Bachelor of Design in Architecture

**Related Experience**

Partin Architect Co. had the opportunity to work with Silver River Museum and Bowden Construction Services for the permit documents required for a new cabin. The cabin was to be designed to be a historically accurate Florida cabin.

## REFERENCES

### **Dinkins Construction**

Colleen Manahan, CFO  
**YMCA of Central Florida**  
433 N. Mills Avenue  
Orlando, FL 32803  
(407) 896-6901  
[cmanahan@cfymca.org](mailto:cmanahan@cfymca.org)

Paul Erdmann, Administrator  
**Live Oaks Community Church**  
12070 Country Road 103  
Oxford, FL 34484  
(352) 446-3975  
[administrator@liveoakschurch.org](mailto:administrator@liveoakschurch.org)

Dr. Stephen Shaw  
**Eye Care Center of Ocala**  
5330 SW College Road  
Ocala, FL 34474  
(352) 512-0560  
[drstevenshaw@gmail.com](mailto:drstevenshaw@gmail.com)

### **Dinkins Bonding/Banking**

Brett A. Ragland, Sr. Vice President  
**Johnson & Company**  
801 N. Orange Avenue, Suite 510  
Orlando, Florida 32801-5202  
(407) 843-1120  
[bragland@johnsonandcompany.net](mailto:bragland@johnsonandcompany.net)

Jason Pittman  
**Citizens First Bank**  
406 E Silver Springs Blvd  
Ocala, FL 34470  
(352) 259-3264  
[jason.pittman@mycitizensfirst.com](mailto:jason.pittman@mycitizensfirst.com)

### **Bowden Construction**

Scott Mitchell, Director  
Silver River Museum  
1445 Northeast 58th Avenue  
Ocala, FL 34470  
(352) 236-5401  
[Scott.mitchell@marion.k12.fl.us](mailto:Scott.mitchell@marion.k12.fl.us)

Robert Knight, Ph.D., Executive Director  
Florida Springs Institute  
23695 W U.S. Hwy 27  
High Springs, FL 32643  
(386) 454-9369  
[bknight@floridaspringsinstitute.org](mailto:bknight@floridaspringsinstitute.org)

Guy Marwick, Executive Director  
Felburn Foundation  
1515 Silver Springs Boulevard, Suite 102  
Ocala, Florida 34470  
(352) 368-6686  
[The\\_felburn\\_foundation@yahoo.com](mailto:The_felburn_foundation@yahoo.com)

Karen Hatch, VP, Commercial Lender  
**SouthState Bank**  
1632 East Silver Springs Boulevard  
Ocala, FL 34470  
(352) 843-0955  
[khatch@centerstatebank.com](mailto:khatch@centerstatebank.com)

## APPROACH AND METHODOLOGY

### APPROACH

We understand the project requirements and are confident our proposal is complete. We have closely read the RFP to understand all the requirements, and we understand the existing conditions and how the project fits into the surrounding site.

We recognize the City of Ocala is expecting an experienced and professional General Contractor to partner with on this project. Our approach is to deliver a high-quality project everyone can be proud of. We approach this relationship as your leader.

We will assume the responsibility for leading your project through the design and development and construction delivery process from start to finish. We will listen to the needs of the City of Ocala and make sure the plans and specifications meet those needs. We will monitor the progress on a regular basis and adjust manpower and schedules as required to accomplish the goals within original expectations.

A leader recognizes the value of relationships and holds that value in every decision. We will always look to the best interest of the project over and above our own interests.

A leader embraces innovation and will always look for ways to improve and become more efficient. We will look for ways to improve our own operations but also, we will look to provide the highest quality construction and the best customer service.



Our principal, Chap Dinkins, will be the leader and will set the expectations. Dinkins will maintain the expectations of excellence and will be available and communicate with all stakeholders. We will effectively plan, and professionally execute the responsibilities described in the RFP. We understand the requirements and responsibility of leadership. We are confident our TEAM is the right choice for this project.

### METHODOLOGY

The project shall be constructed of materials similar to those found in the period the original structure was built, or as close as possible. This can be achieved by using pine, or Heart pine, logs from local sawmills and/or sawmills from around the Southeast. Also, by using similar hardware, hinges and nails, hand forged, sealed, and aged, if necessary, by local blacksmith's are team has worked with in the past. Any new strapping and screws required to meet current local building codes will be hidden. Our team has worked with the local building officials to navigate through similar projects in the past.

Lumber treatments: If lumber is acquired locally, we recommend using Cypress logs and siding. This will deter termites and prevent rot as well as any wood treatment.

1. An antiqued or Heart pine can be used, as it is too hard and has very little sap left in it, so insects are not as attracted to it.
2. Long term maintenance using a pest control company to treat for insect infiltration would be recommended.



PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Sitework	15 days	Mon 1/13/22	Fri 1/21/22
2	Foundation	20 days	Mon 1/24/22	Fri 2/11/22
3	Exterior Walls	20 days	Mon 2/21/22	Fri 3/18/22
4	Rafters	10 days	Mon 3/21/22	Fri 4/1/22
5	Roof	10 days	Mon 4/4/22	Fri 4/15/22
6	Electric	15 days	Mon 4/18/22	Fri 5/6/22
7	Interior Lft	20 days	Mon 5/9/22	Fri 6/3/22
8	Sidewalk	15 days	Mon 6/6/22	Fri 6/24/22

Project: Blacksmith Shop Sched  
Date: Fri 10/25/21

Task Split

Milestone Summary

Project Summary Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration only

Manual Summary Rollup Manual Summary

Start only Finish only

External Task External Milestone

Deadline Progress

Manual Progress

Page 1

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## QUALITY ASSURANCE AND QUALITY CONTROL

**Quality** assurance is defined as the maintenance of a desired level of quality. We set an expectation for ourselves of delivering excellence in quality construction. We have created a process of regular checks and give our attention to quality at every stage of project delivery.

The quality of materials will be guaranteed by a submittal process and everything will be per the established specifications. The quality of the work will be guaranteed by our full-time oversight and management. We feel we add the most value through our pre-installation conferences with the subcontract trades where we set the expectations for the quality standards.

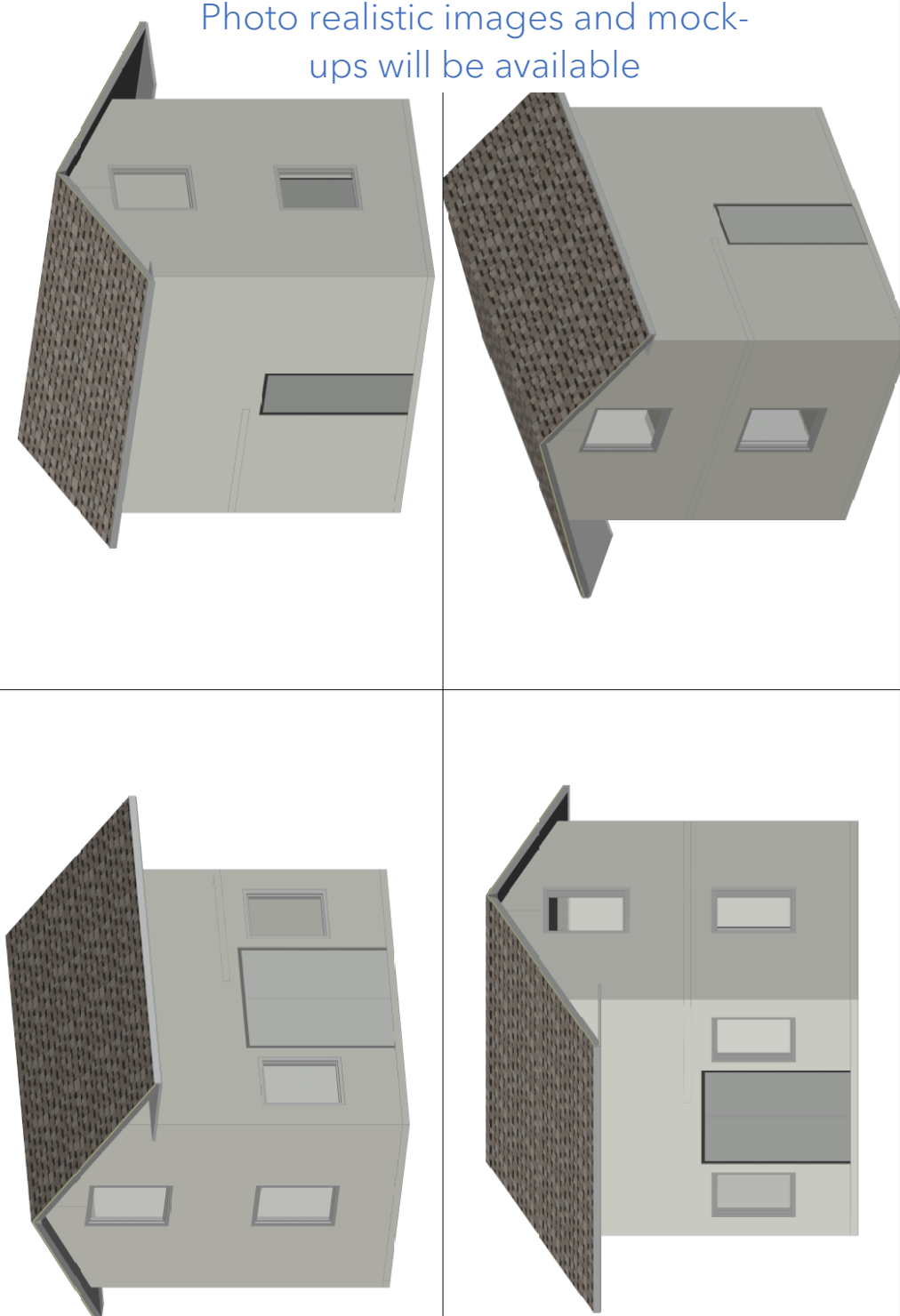
The quality workmanship on the job will be guaranteed by the full-time supervision of our onsite construction managers. The team will conduct daily inspections of work and regular job site meetings that will include subcontractor performance reviews. Substandard work will not be tolerated, and we will demand the work meet our expectations of excellence.

**Cost effective** is defined as the project having a good value, where the project's benefit, and usage is worth what is paid for it. This value can also include getting the best price for the highest grade of materials and demanding the best labor to install those materials. We have the proven experience to obtain competitive subcontractor bids, compare materials, and find the best solution for the project to provide the highest value. We can evaluate longevity and overall life cycle and we can provide our clients with the most cost-effective solution on all projects.

**Finished** is defined as having been completed or ended. The project will be finished and will reach substantial completion and be occupied by the City of Ocala as agreed upon. As your Construction Manager, we will carry responsibility for the project through the warranty period and beyond. The pride of ownership we take in each of our projects leaves us with a feeling these projects are ours. Our track record of successful delivery will guarantee the highest quality standards and most cost-effective project finished to the City's expectations.

RENDERINGS

Photo realistic images and mock-ups will be available



3D Views		3
PROJECT:		3D Views
BOWDEN CONSTRUCTION SERVICES		DATE: 01/10/2021

## BUSINESS LICENSES - Dinkins Construction

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**DINKINS, JOHN CHAPLIN**  
DINKINS CONSTRUCTION LLC  
2831 SE 17TH STREET  
OCALA, FL 34471

LICENSE NUMBER: CGC1519358  
EXPIRATION DATE: AUGUST 31, 2022  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

**2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L09000085709

**Entity Name:** DINKINS CONSTRUCTION LLC

**Current Principal Place of Business:**  
2831 SE 17TH ST  
OCALA, FL 34471

**Current Mailing Address:**  
2831 SE 17TH STREET  
OCALA, FL 34471 US

**FEI Number:** 27-0867581

**Name and Address of Current Registered Agent:**  
DINKINS, JOHN C  
2831 SE 17TH ST  
OCALA, FL 34471 US

**Certificate of Status Desired:** No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
Electronic Signature of Registered Agent

**Authorized Person(s) Detail :**

Title	Name	Address	City-State-Zip
MGR	DINKINS, JOHN C	2831 SE 17TH STREET	OCALA FL 34471
AUTHORIZED MEMBER	DINKINS, HEIDI L	2831 SE 17TH STREET	OCALA FL 34471

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath that I am a manager, member or director of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 489, Florida Statutes, and that my name appears above, or on an attachment with all other like components.

SIGNATURE: JOHN C. DINKINS  
Electronic Signature of Signing Authorized Person(s) Detail

MANAGER  
Date: 02/18/2021

## BUSINESS LICENSES - Bowden Construction



**2021 FLORIDA LIMITED LIABILITY COMPANY REINSTATEMENT**  
DOCUMENT# L09000085737  
**Entity Name:** BOWDEN CONSTRUCTION SERVICES, LLC  
**Current Principal Place of Business:**  
2337 NE 29TH TERR  
OCALA, FL 34470  
**Current Mailing Address:**  
2337 NE 29TH TERR  
OCALA, FL 34470 US  
**FEI Number:** 27-0867623  
**Name and Address of Current Registered Agent:**  
BOWDEN, MARK  
2337 NE 29TH TERR  
OCALA, FL 34470 US  
**Signature:** MARK BOWDEN  
Electronic Signature of Registered Agent  
**Authorized Person(s) Detail :**  
Title: MGR  
Name: BOWDEN, MARK  
Address: 2337 NE 29TH TERR  
City-State-Zip: Ocala FL 34470  
**Signature:** MARK O BOWDEN  
Electronic Signature of Signing Authorized Person(s) Detail  
**Owner:**  
Date: 09/29/2021  
**Secretary of State:**  
9954029516CR  
**FILED**  
**Sep 29, 2021**  
**Secretary of State**  
**9954029516CR**  
I hereby certify that the information included on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath. If not a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 489, Florida Statutes, and that my name appears above, or on an attachment with us (other the company).

## PARTIN ARCHITECTURE

**ACORD**  
**CERTIFICATE OF LIABILITY INSURANCE**  
 DATE (MM/DD/YYYY) 02/11/2021

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

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

PRODUCER Iron Ridge Insurance 17500 S. Tamiami Trail #107 Fort Myers FL 33908	AGENT Karin Binkley Iron Ridge Insurance 17500 S. Tamiami Trail #107 Fort Myers FL 33908 Karin.Binkley@ironridgeinsurance.com (888) 775-6026 Toll Free: (239) 298-7544
INSURED Partin Architecture Company 320 East Fort King Street Ocala FL 34471	INSURANCE COVERAGE INSURER A: RLI Insurance Company 1325 INSURER B: Associated Industries Insurance Co 22140 INSURER C: Liberty Insurance Underwriters, Inc. 18917 INSURER D: INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: CL151702995 REVISION NUMBER:

TYPE OF INSURANCE	POLICY NUMBER	INSURANCE CO.	DATE	REVISION	COVERAGE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	PSB0000632	03/15/2021	03/15/2022		GENERAL LIABILITY	\$ 1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	PSB0000632	03/15/2021	03/15/2022		COMBINED SINGLE LIMIT	\$ 1,000,000
<input checked="" type="checkbox"/> UMBRELLA LIA	AWC1140489	03/15/2021	03/15/2022		U.S. BENCH AND JURY	\$ 1,000,000
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	AEXNAB7X0002	03/15/2021	03/15/2022		AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Address Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: For Proposal Purposes

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: *Julie Michelle Partin*

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## State of Florida Department of State

I certify from the records of this office that PARTIN ARCHITECTURE CO. is a corporation organized under the laws of the State of Florida, filed on September 25, 2006.

The document number of this corporation is P06000123389.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 7, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Seventh day of January, 2021



*Randy A. Poff*  
Secretary of State

Tracking Number: 2F48704634CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.mahle.org/Fillings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor  
 Julie L. Brown, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**PARTIN, JULIE MICHELLE**  
 PARTIN ARCHITECTURE CO  
 3201 NORTHWEST 2ND AVENUE  
 OCALA FL 34475-2653

**LICENSE NUMBER: AR92862**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
 Always verify licenses online at MyFloridaLicense.com

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