

RESOLUTION NO. 2023 - 108

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, AWARD RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES TO THE TOP RANKED CONTRACTORS IN EACH WORK CATEGORY, AS PROVIDED HEREIN, AND TO EXECUTE CONTRACTS FOR PERFORMANCE OF SERVICES IN ACCORDANCE WITH THE RFQ.

RECITALS

WHEREAS, in order to accomplish projects as efficiently and effectively as possible, the County utilizes multi-year contracts for Utility Rehabilitation and Construction Services, under which work is authorized by Task Order on an as needed basis upon request from the SJC Utility Department; and

WHEREAS, the SJC Purchasing Division conducted a Request for Qualifications (RFQ) solicitation in accordance with the Purchasing Policy and received twenty (20) Submittals over the five (5) Work Categories. Submittals were evaluated by evaluation committees for each Work Category, and public evaluation meeting were held to announce the scores and ranking of the Respondents; and

WHEREAS, through the County's formal RFQ process, the Contractors listed herein were evaluated and found to be the most qualified Contractors to perform the required services in the respective Work Category; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contracts (attached hereto, an incorporated herein) and finds that entering into contracts for the performance of the required services, serves a public purpose; and

WHEREAS, the projects authorized by Task Order will be funded by the respective County Department at the time of the issuance of each Task Order.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. Upon board approval, the County Administrator, or designee, is hereby authorized award RFQ No: 23-21; Utility Rehabilitation/Construction Services to the top ranked firms as provided herein.

Section 3. Furthermore, upon approval by the Board, the County Administrator, or designee, is authorized to execute agreements in substantially the same form and format as the attached to provide the services as specified in RFQ No: 23-21. In the event an awarded Contractor fails to execute a Contract in accordance with the County's requirements, County Staff is further authorized to rescind the award, and consider lower ranked firms in numerical order to ensure the appropriate number of contracts are issued to serve the best interest of the County.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this; 4th day of April, 2023.

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Christian Whitehurst, Chair

Rendition Date APR 04 2023



**RFQ 23-21; Utility Rehabilitation/Construction Services
Notice of Intent to Award ~ Contractors by Category**

Work Category #1: Water, Wastewater, and Reclaimed Water Facilities

- 1 Sawcross, Inc.
- 2 Petticoat-Schmitt Civil Contractors, Inc.
- 3 G&H Underground Construction, Inc.
- 4 PBM Constructors Inc.
- 5 SGS Contracting Services, Inc

Work Category #2: Water, Wastewater, and Reclaimed Water Pipelines

- 1 G&H Underground Construction, Inc.
- 2 Petticoat-Schmitt Civil Contractors, Inc.
- 3 TB Landmark Construction, Inc.
- 4 Gruhn May, Inc.
- 5 GCU, LLC

Work Category #3: Manhole/Gravity Sewer/Lateral Rehabilitation

- 1 GCU, LLC
- 2 Atlantic Pipe Services, LLC
- 3 Inliner Solutions, LLC
- 4 G&H Underground Construction, Inc.
- 5 Vortex Services, LLC
- 6 National Water Main Cleaning Company
- 7 Gruhn May, Inc.
- 8 Engineered Spray Solutions, LLC

Work Category #4: Horizontal Directional Drilling (HDD) and Connections

- 1 T B Landmark Construction, Inc.
- 2 Gruhn May, Inc.
- 3 Badger Drilling LLC

Work Category #5: Industrial Electrical Installation and Repair

- 1 Cogburn Bros., Inc.
- 2 Burchfield Electric Inc.
- 3 Gruhn May, Inc.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

February 17, 2023

RFQ 23-21; Utility Rehabilitation/Construction Services

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with the Contractors listed below for each work category, based upon evaluation of submitted qualifications under RFQ No: 23-21.

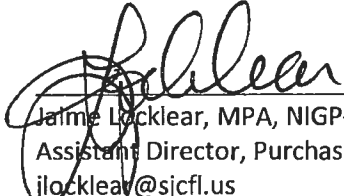
Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Bryan Matus, Senior Procurement Coordinator, via email at bmatus@sjcfl.us or phone at (904) 209-0148.

Sincerely,

*St. Johns County, FL
Board of County Commissioners
Purchasing Division*


Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB
Assistant Director, Purchasing & Contracts
jlocklear@sjcfl.us
(904) 209-0158 – Direct

Date:

2/21/2023

**RFQ 23-21; Utility Rehabilitation/Construction Services
Notice of Intent to Award – Contractors by Category**

Work Category #1: Water, Wastewater, and Reclaimed Water Facilities

- 1 Sawcross, Inc.
- 2 Petticoat-Schmitt Civil Contractors, Inc.
- 3 G&H Underground Construction, Inc.
- 4 PBM Constructors Inc.
- 5 SGS Contracting Services, Inc

Work Category #2: Water, Wastewater, and Reclaimed Water Pipelines

- 1 G&H Underground Construction, Inc.
- 2 Petticoat-Schmitt Civil Contractors, Inc.
- 3 TB Landmark Construction, Inc.
- 4 Gruhn May, Inc.
- 5 GCU, LLC

Work Category #3: Manhole/Gravity Sewer/Lateral Rehabilitation

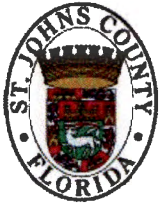
- 1 GCU, LLC
- 2 Atlantic Pipe Services, LLC
- 3 Inliner Solutions, LLC
- 4 G&H Underground Construction, Inc.
- 5 Vortex Services, LLC
- 6 National Water Main Cleaning Company
- 7 Gruhn May, Inc.
- 8 Engineered Spray Solutions, LLC

Work Category #4: Horizontal Directional Drilling (HDD) and Connections

- 1 T B Landmark Construction, Inc.
- 2 Gruhn May, Inc.
- 3 Badger Drilling LLC

Work Category #5: Industrial Electrical Installation and Repair

- 1 Cogburn Bros., Inc.
- 2 Burchfield Electric Inc.
- 3 Gruhn May, Inc.



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: _____

Table of Contents

ARTICLE I CONTRACT DOCUMENTS 4

1.1 The Contract Documents 4

1.2 Definitions 5

1.3 Ownership of Contract Documents 6

ARTICLE II THE WORK 7

2.1 Project Description 7

2.2 Labor and Materials 8

2.3 Project Sequencing/Arrangement 8

2.4 Payment of Costs 8

2.5 Cleaning the Jobsite 8

2.6 Reporting Requirements 8

2.7 Title and Risk of Loss 8

2.8 Access to Work 9

2.9 Utilities 9

2.10 Existing Utility Lines 9

2.11 Taxes 9

2.12 Publicity and Advertising 9

ARTICLE III CONTRACT TIME 10

3.1 Contract Time 10

3.2 Time is of the Essence 10

3.3 Substantial Completion 10

3.4 Final Inspection 11

3.5 Liquidated Damages 11

3.6 Disclaimer of Consequential Damages 12

ARTICLE IV CONTRACT PRICE AND PAYMENT 12

4.1 Contract Price 12

4.2 Schedule of Values 12

4.3 Measurement and Payment 12

4.4 Progress Payments 13

4.5 Application for Payment 13

4.6 Withheld Payment 14

4.7 Final Payment 15

ARTICLE V	CONTRACTOR RESPONSIBILITIES	15
5.1	Performance	15
5.2	Authorized Representative	16
5.3	Environmental, Safety and Health	16
ARTICLE VI	PROJECT MANAGER	17
6.1	Project Manager Responsibilities.....	17
6.2	Field Orders	18
ARTICLE VII	SUBCONTRACTORS	18
7.1	Award of Subcontracts.....	18
ARTICLE VIII	CONTRACT DISPUTES/CLAIMS	18
8.1	Contract Claims.....	18
ARTICLE ix	CHANGES IN THE WORK.....	19
9.1	General.....	19
9.2	Changes in the Contract Time.....	20
9.3	Changes in the Contract Price	20
9.4	Acceptance of Change Orders.....	21
9.5	Notice to Sureties	21
9.6	Differing Site Conditions.....	21
ARTICLE X	UNCOVERING WORK, STOPPING WORK,.....	21
	AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK	21
10.1	Uncovering Work.....	21
10.2	Right to Stop Work	22
10.3	County May Accept Defective or Nonconforming Work.....	22
ARTICLE XI	CONTRACT SUSPENSION AND TERMINATION	22
11.1	Suspension	22
11.2	Termination.....	22
ARTICLE XII	WARRANTY AND INDEMNITY.....	23
12.1	Warranty	23
12.2	Indemnity	24
ARTICLE XIII	INSURANCE AND BONDS.....	25
13.1	Contractor’s Insurance Requirements.....	25
13.2	Additional Insured Endorsements and Certificate Holder	25
13.3	Workers Compensation.....	25
13.4	Commercial General Liability	25
13.5	Automobile Liability.....	25
13.6	Additional Coverages.....	25
13.7	Other Requirements	27
13.8	Payment and Performance Bonds	27
ARTICLE XIV	MISCELLANEOUS	27
14.1	Independent Contractor.....	27

14.2	Examination of Contractor’s Records.....	27
14.3	Backcharges	27
14.4	Applicable Law.....	28
14.5	Governing Law & Venue.....	28
14.6	Assignment	28
14.7	Severability	28
14.8	Section Headings.....	28
14.9	Disclaimer of Third-Party Beneficiaries	28
14.10	Waiver; Course of Dealing	28
14.11	No Waiver of Sovereign Immunity.....	28
14.12	Execution in Counterparts.....	28
14.13	Entire Contract	29
14.14	Survival	29
14.15	Employment Eligibility and Mandatory Use of E-Verify	29
14.16	Equal Employment Opportunity	29
14.17	Public Records	30
14.18	Anti-Bribery	31
14.19	Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	31
14.20	Written Notice.....	31
	CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS	34
	CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN	35

This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2022 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **[INSERT CONTRACTOR’S FULL LEGAL NAME]** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: **[INSERT CONTRACTOR’S PRINCIPAL ADDRESS, AND IF SEPARATE PROJECT ADDRESS, ADD PROJECT OFFICES LOCATED AT, AND INSERT PROJECT ADDRESS]**, Phone: **[INSERT CONTRACTOR PHONE NUMBER]**, and E-mail: **[INSERT POC EMAIL ADDRESS]**, for **RFQ: 23-21; Utility Rehabilitation/Construction Services** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. **Exhibit A – APPENDIX II TO PART 200, TITLE 2 DATED XX**
- e) Bonds and Insurance furnished by the Contractor
- f) RFQ Documents and Bid Forms with all addenda thereto for RFQ No. 23-21

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve

any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in each Task Order executed by the County, as may be amended by Change Order.

1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.8 Final Completion: Completion of all Work in compliance with a Task Order and the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.2.20 Task Order: A separate written order to Contractor executed by the County, issued after execution of this Contract, authorizing Contractor to commence construction Work. Task Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

Contractor will perform specified Utility Rehabilitation/Construction Services on an as needed basis under the following work categories:

Will updated with appropriate category for each contractor

- **Work Category #1: Water, Wastewater, and Reclaimed Water Facilities**
Project services shall include but are not be limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the construction and/or rehabilitation of SJCUD water, wastewater, and reclaimed water treatment facilities including potable and reclaimed water ground storage tanks and re-pump sites, wastewater pump stations, wastewater biosolids, reclaimed water discharge stations, well head work, and other related services including ancillary electrical work that is related to these projects. Projects may include below ground mechanical joint and above ground flange joint piping, fittings, and valves, pump station rehabilitation of the structure, piping, fittings, and valves, site grading, installation of vertical and horizontal concrete, and associated electrical motor control centers and control panels.
- **Work Category #2 Water, Wastewater, and Reclaimed Water Pipelines**
Project services shall include but are not be limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the installation or relocation of SJCUD water, wastewater, and reclaimed water pressure mains and wastewater collection mains via open cut including valves, air release valves, fittings, manholes, gravity sewer pipe with and without lateral connections, and ancillary equipment such as locate wires and boxes.
- **Work Category #3 Manhole/Gravity Sewer/Lateral Rehabilitation**
Project services shall include but are not limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the rehabilitation of SJCUD wastewater collection systems including manholes, gravity sewers, and laterals. Rehabilitation would include preparing and applying coatings in manholes, installing various gravity sewer liners especially cured in place pipe (CIPP), and installing lateral repairs. Work may include, but is not limited to:
 - Manhole and gravity sewer cleaning
 - Manhole and gravity sewer pre- and post-work inspections
 - Isolation and by-pass pumping
 - Cured-In-Place Pipe reconstruction
 - Reinstatement of services and pressure grouting
- **Work Category # 4 Horizontal Directional Drilling (HDD) and Connections**
Project services shall include but are not limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the fusing and installation of SJCUD water, wastewater, and reclaimed water pressure mains in locations where the open cut method is not possible or is impractical. Contractor is required to manage and dispose of their drill mud in accordance with all applicable local, state and federal environmental laws. Contractor must also install pipe using the open cut method to install valves, air release valves, fittings, restrainers, make connections as needed and identified on drawings, and ancillary equipment such as locate wires and boxes.
- **Work Category # 5 Industrial Electrical Installation and Repair**
Project services shall include but are not limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the installation or repair of power load centers, motor control centers, generators, switch gear, instrumentation and control equipment and systems, overhead and underground conduit networks including manholes and duct banks, pump station control panels including SCADA hardware, and programmable logic controllers.

The exact nature and magnitude of the services to be performed shall be defined at the time that work is awarded by Task Order. Work shall be authorized on an as-needed basis through executed Task Orders, as determined by the County in accordance with the RFQ.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project

shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Initial Contract Period. Unless otherwise terminated, this Contract shall continue in full force and effect through December 31, 2028. An additional extension may be granted to allow time for procuring a new solicitation as determined by the County.

3.1.2 Task Order Schedule. Contractor shall commence the Work and substantially complete all Work as described in each individual Task Order. Final Completion shall be reached by or before the number of consecutive calendar identified in each individual Task Order. If the services of an individual Task Order are scheduled to be complete after the expiration of this agreement, Contractor agrees to continue to complete such Task Order Services upon the same terms and conditions as contained in this agreement until the project is completed. Contractor shall be compensated for such services at in accordance with the individual Task Order.

3.1.4 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Task Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Task Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.

- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work under a Task Order is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Task Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by the dates identified in the applicable Task Order, the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due, the per day sum set forth in such Task Order (if any), for each and every calendar day of unexcused delay. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to the Task Order or this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

Original Task Order Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 (plus 0.00005 of any amounts over \$20 million (Round to nearest whole dollar))

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

This is an indefinite-quantity Contract for construction services. The County makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Task Order issued by the County. The maximum amount set forth in each individual Task Order ("Contract Price") shall not exceed **five hundred thousand dollars and zero cents (\$500,000.00)**, without prior written authorization by the Board of County Commissioners.

Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The

dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check 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 the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractor's Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or

h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the

Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes).

Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms

satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE**

REQUIREMENTS OF THIS SECTION. Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim

consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial

Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 Builders Risk (Project Specific)

a. On a Task Order specific basis, the Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders. Builders Risk will only be requested for vertical build projects.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

Payment and Performance Bond requirement will be reviewed at the individual Task Order level. Payment and Performance Bond requirement may be waived for Task Orders that are \$200,000.00 or less with approval of the Assistant Director of Purchasing & Contracts and the County Administrator. The waiver of a bond relieves the Contractor of the requirement of posting a Payment and Performance bond in accordance with Florida Statutes §255.05.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission

(such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County	[INSERT CONTRACTOR FULL LEGAL NAME]
500 San Sebastian View	Address: [INSERT STREET ADDRESS]
St. Augustine, FL 32084	[INSERT CITY/STATE/ZIP CODE]
Attn: Leigh A. Daniels	Attn: [INSERT NAME OF PRINCIPAL]
Email Address: ldaniels@sjcfl.us	Email Address: [INSERT EMAIL OF PRINCIPAL]

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County _____ (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

_____ (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__

Contractor _____

By: _____
 (Signature)

By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

January 12, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-21; Utility Rehabilitation/Construction Services

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their submitted Qualifications as provided in the RFQ Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFQ Documents:

1. Part IV Contract Requirements is being amended to add Section U: Build America, Buy America Act (BABAA)

U: BUILD AMERICA, BUY AMERICA ACT (BABAA)

"Buy America" preference will be included for all applicable FEMA infrastructure projects in accordance with H.R.3684 - Infrastructure Investment and Jobs Act. The Act requires the following "Buy America" preference:

- All iron and steel used in the project are produced in the United States.
- All manufactured products used in the project are produced in the United States.
- All construction materials are manufactured in the United States.

Projects NOT subject to the "Buy America" preference will not be required to comply with this contract requirement.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Will Mainstay by Madewell be considered as an approved equal to Raven 405 for Manhole Rehabilitation?
Answer: No, this is not currently approved within the St. Johns County Utility standards. Please contact the St. Johns County Utility Department to request consideration of the specification into the Utility standards.
2. Will Epoxytec be considered as an approved equal to Raven 405 for Manhole Rehabilitation?
Answer: No, this is not currently approved within the St. Johns County Utility standards. Please contact the St. Johns County Utility Department to request consideration of the specification into the Utility standards.
3. Requesting clarification as to what specific records will we be required to maintain and make accessible?

Answer: All documents submitted to St. Johns County become public record expect any proprietary confidential business information as stated in 119.0713 (4) (a) of the Florida Statutes. For more information

4. If we have a \$1,000,000 Comprehensive Automobile Liability and a \$10,000,000 Umbrella Liability policy will this be sufficient to meet the requirement stated above?

Answer: Yes, that is acceptable.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: JANUARY 19, 2023 AT 4:00 PM EST

Respondent Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1



**ST. JOHNS COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

REQUEST FOR QUALIFICATIONS

RFQ NO: 23-21

Utility Rehabilitation/Construction Services

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfl.us/Purchasing/index.aspx

FINAL: 12/12/2022

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

TABLE OF CONTENTS

PART I:	GENERAL SOLICITATION REQUIREMENTS	3
PART II:	SCOPE OF SERVICES	5
PART III:	PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION	7
PART IV:	CONTRACT REQUIREMENTS	13
PART V:	ATTACHMENTS/FORMS	22

EXHIBITS (SEPARATE DOCUMENTS)

EXHIBIT A – APPENDIX II TO PART 200, TITLE 2

ST. JOHNS COUNTY, FL
RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

PART I: GENERAL SOLICITATION REQUIREMENTS

A. DEFINITIONS

Terms used within this Request for Qualifications ("RFQ") shall have the meaning as set forth in the St. Johns County Purchasing Policy ("Policy"), or as provided herein.

B. PURPOSE & INTENT

The purpose of this RFQ is to prequalify Contractors to perform specified Utility Rehabilitation/Construction Services on an as needed basis. The County intends to select at least five (5) of the most qualified Contractors in each work category and enter into contract(s) based upon the Evaluation Criteria provided herein. The County reserves the option to award contracts to more or less than five (5) Contractors if it serves the County's best interest. Respondents may seek to be prequalified in more than one (1) category.

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Division by or before **four o'clock (4:00PM EST) on January 19, 2023**. Any proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to:

SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

The County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the SJC Purchasing Division. Any such Proposal that is not received in the SJC Purchasing Division shall be returned to the Respondent, unopened.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ must be directed, **in writing**, to the following Designated Point of Contact provided below:

Designated Point of Contact: Bryan Matus
Senior Procurement Coordinator
500 San Sebastian View
St. Augustine, FL 32084
Email: bmatus@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Diana Fye, Senior Procurement Coordinator at dfye@scjfl.us or Justin Tahilramani, Senior Procurement Coordinator at jtahilramani@sjcfl.us.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except for the above referenced individuals, with regard to this RFQ. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFQ.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Friday, December 30, 2022**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to

clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFQ, through and until the deadline for submitted Proposals, the County will issue an Addendum to this RFQ.

Broadcast of RFQ	December 16, 2022
Deadline for Questions	December 30, 2022
Proposal Submittal Deadline	January 19, 2023
Evaluation Meeting (Tentative)	February 2, 2023
Begin Negotiations	NA
Issue Final Contract	March 2023

H. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda.

I. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

J. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

K. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy (“Policy”) and St. Johns County Purchasing Procedure Manual (“Procedures”) are incorporated into this RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the Policy and Procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and Procedures.

M. LOCAL PREFERENCE

While the St. Johns County Purchasing Policy includes a Local Preference Policy, there is potential for work issued under the awarded contracts to be funded through state and federal resources, which may prohibit the use of local preference in the consideration for award. As such, the County is waiving the application of the Local Preference Policy, in accordance with Section 16.3.1 of the SJC Purchasing Policy. Local Preference shall not be applicable to subsequent Task Orders.

PART II: SCOPE OF SERVICES

A. OBJECTIVE

The County's objective is to prequalify interested Contractors to provide Utility Rehabilitation/Construction Services on an as needed basis throughout St. Johns County.

B. SCOPE OF SERVICES

Below are the general scopes of work for each work category of Utility Rehabilitation/Construction Services which may be provided under the awarded multi-year contract(s). This is not intended to be a comprehensive or exhaustive scope of services, but a general reference to the types of work/tasks that may be required by the County. The exact nature and magnitude of the services to be performed shall be defined at the time that work is awarded by Task Order.

1. Water, Wastewater, and Reclaimed Water Facilities:

Project services shall include but are not be limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the construction and/or rehabilitation of SJCUD water, wastewater, and reclaimed water treatment facilities including potable and reclaimed water ground storage tanks and re-pump sites, wastewater pump stations, wastewater biosolids, reclaimed water discharge stations, well head work, and other related services including ancillary electrical work that is related to these projects. Projects may include below ground mechanical joint and above ground flange joint piping, fittings, and valves, pump station rehabilitation of the structure, piping, fittings, and valves, site grading, installation of vertical and horizontal concrete, and associated electrical motor control centers and control panels.

2. Water, Wastewater, and Reclaimed Water Pipelines:

Project services shall include but are not be limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the installation or relocation of SJCUD water, wastewater, and reclaimed water pressure mains and wastewater collection mains via open cut including valves, air release valves, fittings, manholes, gravity sewer pipe with and without lateral connections, and ancillary equipment such as locate wires and boxes.

3. Manhole/Gravity Sewer/Lateral Rehabilitation:

Project services shall include but are not limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the rehabilitation of SJCUD wastewater collection systems including manholes, gravity sewers, and laterals. Rehabilitation would include preparing and applying coatings in manholes, installing various gravity sewer liners especially cured in place pipe (CIPP), and installing lateral repairs. Work may include, but is not limited to:

- Manhole and gravity sewer cleaning
- Manhole and gravity sewer pre- and post-work inspections
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Reinstatement of services and pressure grouting

4. Horizontal Directional Drilling (HDD) and Connections:

Project services shall include but are not limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the fusing and installation of SJCUD water, wastewater, and reclaimed water pressure mains in locations where the open cut method is not possible or is impractical. Contractor is required to manage and dispose of their drill mud in accordance with all applicable local, state and federal environmental laws. Contractor must also install pipe using the open cut method to install valves, air release valves, fittings,

restrainers, make connections as needed and identified on drawings, and ancillary equipment such as locate wires and boxes.

5. Industrial Electrical Installation and Repair:

Project services shall include but are not limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the installation or repair of power load centers, motor control centers, generators, switch gear, instrumentation and control equipment and systems, overhead and underground conduit networks including manholes and duct banks, pump station control panels including SCADA hardware, and programmable logic controllers.

C. CONTRACTOR DUTIES AND RESPONSIBILITIES:

The Contractor shall provide and pay for the following:

- All labor, materials and equipment.
- Tools, construction equipment and machinery.
- Other services and facilities necessary for the proper execution of the work including incidental items not detailed or called for, but which are required for the proper completion of the project.
- All legally required sales, consumer and use taxes.
- All applicable permits, government fees and licenses.
- Contractor shall be responsible for calling in their own locates and if any damage occurs to other utilities they will be repaired at Contractor's expense.
- Contractor shall be responsible for furnishing and erecting erosion control and maintenance of traffic devices for each project.
- All required density, locate wire and pressure testing prior to placing in service.
- Contractor shall obtain a hydrant meter for every project prior to using any water and must return meter at the end of the project (Contractor not responsible for usage on SJCUD projects).
- Contractor shall restore any area(s) that are damaged during project completion. This includes, but is not limited to, damage to existing utilities, sink holes, pavement damage, sidewalk damage, sod damage, tree damage, fence damage, etc. The Contractor shall be required to restore the work area(s) to their pre-existing condition upon project completion. All restoration shall meet St. Johns County Public Works and/or FDOT Design Standards and Specifications, whichever is more stringent.
- All installations shall be conducted in compliance with materials manufacturer's requirements.
- Survey services for construction layout and record drawings.
- Preparation of record drawings compliant with SJCUD As-Built Standards.

Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work. All work shall be in compliance with all applicable local, state and federal safety rules, regulations, and laws.

Contractor shall promptly submit written notice to the Project Manager of observed variances of Contract Documents from legal requirements; it is not the Contractor's responsibility to make certain drawings and specifications comply with codes and regulations.

Contractor shall Comply with all provisions of the easements and right-of-way permits. All work shall be restricted to SJCUD property/easements and/or properly permitted public rights-of-way. Any other arrangements to use private property to store equipment, new materials or supplies shall be the Contractor's responsibility to secure unless otherwise provided for by the County.

D. WORK SEQUENCE:

Contractor will be responsible for coordinating all work with the County staff. The construction schedule will be subject to approval by the County and be updated on a monthly basis. The Contractor shall be responsible for notifying the Project Manager within four (4) business days (Excluding County Holidays) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be preapproved by the County.

E. CONTRACTOR USE OF PREMISES:

Contractor shall not unreasonably encumber sites with materials or equipment. Contractor is to assume full responsibility for protection and safekeeping of supplies, materials, equipment and the like stored on premises. Contractor will move and/or relocate any item deemed to be interfering with County operations.

F. STANDARDS AND SPECIFICATIONS:

All work performed shall meet or exceed SJCU's Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Latest Edition, unless stated otherwise.

Other Standards and Specifications that may apply are as follows (not exhaustive):

- American Society of Testing & Materials (ASTM) International Standards, Latest Edition
- American Society of Mechanical Engineers (ASME) Codes & Standards, Latest Edition
- American Water Works Association (AWWA) Standards, Latest Edition
- American National Standards Institute (ANSI) Standards, Latest Edition
- Florida Department of Transportation (FDOT) Design Standards, Latest Edition
- FDOT Standard Specifications for Road & Bridge Construction, Latest Edition
- FDOT Utility Accommodation Manual (UAM), Latest Edition
- National Electrical Code (NEC) NFPA 70
- National Electrical Manufacturers Association (NEMA)
- NSF International
- St. Johns County Public Works Standards & Details Manual

PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFQ. Additionally, Respondents are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Proposals received in response to this RFQ shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, each Respondent certifies that he/she has fully read and understands any and all instructions in this RFQ, and has full knowledge of the scope, nature, and quality of work to be performed.

Respondents are responsible for complying with all applicable provisions of the St. Johns County Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

Respondent must be fully licensed/authorized to do business in the State of Florida, must be registered with the State of Florida Division of Corporations, and Prime Contractor must hold a current Certified General Contractor's, Certified Electrical Contractor's, or Certified Underground Utility Contractor's license for the applicable work category at the time the proposal is due.

Failure to demonstrate at least the minimum qualifications in the submitted Proposal shall be grounds for a Respondent to be deemed non-responsive, and to be removed from further consideration.

License requirements must be maintained throughout the duration of an awarded contract. Failure of an awarded Contractor to maintain the required licenses shall be grounds for termination.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFQ Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
2. In accordance with Florida law, to the extent that Contractor's performance constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under the awarded Agreement, Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
 - (d) Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of the awarded Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the awarded Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,

FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondents must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Respondent Firm held by a County employee or officer.

No Respondent, or Key Personnel of a Respondent may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

The awarded Contractor must promptly notify the County, in writing, any and all potential conflicts of interest for any prospective or current business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of the work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

G. PROPOSAL SUBMITAL INSTRUCTIONS

Respondents must submit one (1) original hard copy of their Proposal, and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive, in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein to assist with this process. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Proposals must use 8 ½"x11" pages, with no less than ½" margins and 11pt font. **Proposal shall not exceed 50 pages in length.** CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may

include supplemental information, as needed, to appropriately address any required component of this RFQ, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

Section 1: Proposal Cover Page (Complete and Submit) and Cover Letter

Respondents shall complete and submit the Proposal Cover Page provided herein, and must also provide a 1-2 page cover letter that must include, but is not limited to, the following:

- Full legal company name, including any applicable fictitious name(s) and Company type;
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Brief statement regarding Respondent's interest in this solicitation.

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent firm.

Section 2: Company, Staff & Team Qualifications

Respondent shall provide documentation to fully demonstrate the qualification, education, and abilities of the Respondent, its personnel and members of Respondent's proposed team, including sub-contractors. The information must include, but is not limited to: licensure, certification, education and abilities of the firm(s) and personnel who may perform work if selected.

Respondents shall provide the following information to fully demonstrate the Company, Staff and Team Qualifications:

Qualification Certification – Complete and submit **Attachment "A"** provided herein.

Claims, Liens, Litigation History – Complete and submit required information on all claims, liens, and litigation history for the past seven (7) years on **Attachment "B"** provided herein.

Insurance Coverages – Submit current and valid Certificate(s) of Insurance reflecting the required coverages and associated endorsements as provided herein under Contract Requirements; OR provide a letter from a qualified insurance provider attesting to Respondent's capability to obtain the required coverages upon award.

Key Personnel – Submit information to identify the Key Personnel proposed for Work Categories and demonstrate the qualifications, experience and capabilities of the individuals identified as Key Personnel.

Resources – Provide list of resources for equipment, additional manpower, relationships with sub-contractors, or other information demonstrating resources of the Respondent for successful performance in the event that multiple Task Orders are awarded simultaneously.

Section 3: Related Experience

Respondent shall submit a written narrative describing projects for each of the applicable work categories the Respondent is seeking prequalification for. **Respondents must include a description of all components included in the project, project budget versus final costs, timeframe of performance, project owner name, and point of contact (with contact information).** Experience submitted must, at a minimum, meet the minimum related experience requirements as provided below:

1. Water, Wastewater, and Reclaimed Water Facilities:

Respondent shall demonstrate completion of a minimum of five (5) projects in the past three (3) years as a prime contractor for water and wastewater treatment facilities or large storage and master pumping facilities in Florida. The cumulative value of the five (5) project must be greater than \$250,000.

2. Water, Wastewater, and Reclaimed Water Pipelines:

Respondent shall demonstrate completion of a minimum of five (5) projects in the past three (3) years as a prime contractor for 4" to 24" water, wastewater, and reclaimed water mains in Florida. The cumulative value of the five (5) project must be greater than \$250,000. Respondent shall demonstrate experience installing mains along or under FDOT, County, or Municipal right of way and along corridors which were timbered, cleared, and grubbed. On-site residential and/or commercial development projects will not be considered as relevant experience and shall not be included.

3. Manhole/Gravity Sewer/Lateral Rehabilitation:

Respondent shall demonstrate completion of a minimum of five (5) projects in the past three (3) years as a prime contractor for wastewater collection system rehabilitation in Florida. The cumulative value of the five (5) projects must be greater than \$250,000. Respondent shall submit experience with Raven, GML Green Monster, and Sprayroq lining systems.

4. Horizontal Directional Drilling (HDD) and Connections:

Respondent shall demonstrate completion of a minimum of five (5) projects in the past three (3) years as a prime contractor for 4" to 24" HDPE water, wastewater, and reclaimed water mains in Florida. The cumulative value of the five (5) project must be greater than \$250,000. Respondent shall demonstrate experience working along or under FDOT, County, or Municipal right of way and along corridors which were timbered, cleared, and grubbed. On-site residential and/or commercial development projects will not be considered as relevant experience and shall not be included.

5. Industrial Electrical Installation and Repair:

Respondent shall demonstrate completion of a minimum of five (5) projects in the past three (3) years as a prime contractor or subcontractor for water and wastewater treatment facilities or large storage and master pumping facilities in Florida using 480V and 3 phase power. The cumulative value of the five (5) project must be greater than \$125,000.

The County reserves the right to contact any or all of the entities provided to verify past performance information related to the projects submitted for consideration of Related Experience. Any Proposal/Respondent that fails to meet the stated minimum requirements for Related Experience, or is determined to have a history of sub-standard past performance may, at the County's sole discretion, be removed from further consideration.

Section 4: Project Approach, Quality & Schedule Control

In this section, the respondent shall provide a written narrative of the firm's project management methodology including all steps necessary to establish, monitor, and track each project. Providing a detailed description of their quality control methods, coordination of sub-contractors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed.

Section 5: Capacity

Respondents shall provide a detailed narrative demonstrating their capacity to handle the requirements identified within this RFQ. Additionally, Respondents shall provide sufficient documentation to show that they possess the

financial resources necessary to successfully perform the scope(s) of work identified in this Request for Qualifications. Respondents are required to submit written verification of bonding capacity; the verification is to be submitted by a licensed surety company rated "A-" or better in the current A.M. Best Guide and qualified to do business within the state of Florida; please include single project and aggregate limits.

Section 6: DBE/SBE/MBE/WBE Plan

If the Respondent is not a DBE/MBE/WBE firm, the Respondent shall provide information to sufficiently demonstrate the proposed use of DBE/SBE/MBE/WBE firms as part of the proposed project team and/or make good faith efforts to ensure that project opportunities are presented, with good faith efforts, to DBE/SBE/MBE/WBE firms for response and possible participation for federally funded Task Orders.

Section 7: Administrative Information

Respondents shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Respondent who is deemed non-responsible and any Proposal that is materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to the evaluation of Proposals. Only those responsive Proposals from responsible Respondents shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than three (3) individuals. Evaluators will review and score the Proposals, individually, with no interaction or communication with any other individual. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein.

During Proposal evaluations County Staff may consider any evidence available to include, but not limited to; the Respondents financial strength, technical capabilities, qualifications, and past performance (experience) with the County.

J. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Company, Staff & Team Qualifications	25
B. Related Experience	35
C. Project Approach, Quality & Schedule Control	25
D. Capacity	15
Total Points Possible:	100

K. NEGOTIATIONS & AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose. Upon evaluation and final ranking of Proposals, a Notice of Intent to Award will be issued, expressing the County's intent to negotiate and award a Contract.

It is the intent of the County to enter into negotiations with the top ranked Contractor(s) in each work category, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked Contractors. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Respondents are unable to reach an agreement, the County shall cease negotiations with the top ranked Contractor in the applicable work category, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

L. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

It's the County's intent to issue multi-year Contracts to the awarded Respondents. The contract term shall be effective through December 31, 2028 providing satisfactory performance has been maintained by the Contract, and subject to the availability funds. The County reserves the right to further extend the contract, as necessary, to complete any ongoing projects, or if it is determined to be in the best interest of the County to do so.

In the event that a Contract is attached to the RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the RFQ, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Respondent(s). It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent(s). The County reserves the right to negotiate aspects of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFQ Projects under the award of this contract will be issued through Task Orders on an as needed basis.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent.

B. ANNUAL RECERTIFICATION

To maintain compliance throughout the term of the agreement, the County will require the awarded Contractors to recertify annually by supplying proof of required licenses and insurance as specified within this RFQ. If the Contractor fails to provide updated information upon request from the County on the yearly anniversary date of the agreement, the Contractor will be issued a Notice of Default. If the Contractor fails to remedy such deficiencies or to submit an acceptable plan for remedying such deficiencies to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination.

C. ONBOARDING CONTRACTORS

To maximize capacity and competition during this multiyear contract, the County will allow for onboarding new Contractors at the two (2) and four (4) year anniversary of this solicitation. The County will re-advertise this solicitation with the intent to prequalify additional Contractors to maximize competition and capacity. The tentative onboarding schedule is as follows:

- December 2024
- December 2026

Contractors who were awarded a contract under the original solicitation or subsequent onboarding opportunities will not be required to respond to the advertisement of the solicitation if they have an active agreement.

Award of onboarding opportunities will be done in accordance with the requirements established within the original 23-21 RFQ. During the onboarding opportunities, the County will review the solicitation and make any adjustment necessary that best serves the interest of the County.

D. AWARD OF WORK

Work shall be authorized on an as-needed basis through executed Task Orders, as determined by the County. For projects below \$100,000.00, the County will request pricing proposals from one (1) or more Contractors, as determined by the County. Obtaining more than one (1) quote is encouraged.

For projects \$100,000.00 and above, the project request will be presented to all the pre-qualified Contractors under the corresponding work category, who will be expected to submit competitive pricing proposals. The County may, in the event of extenuating circumstances, forego requesting competitive pricing proposals from all Contractors if seeking competitive pricing proposals is proven not to serve the best interest of the County. The determination for foregoing competitive pricing proposals may be elevated to the County Administrator, or the Board of County Commissioners, if the Purchasing Division determines that determination of sufficient extenuating circumstances for foregoing competitive pricing proposals has not been provided.

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is \$500,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

The County offers no guarantee of any work to any Contractor. Award of a Contract does not mean that any work will be issued to the Contractor.

E. PRICING PROPOSALS

For projects under \$100,000.00, the County will seek a price proposal from one (1) or more pre-qualified Contractors within the appropriate work category. If the price proposal received is out of line with the proposed budget, schedule, or requirements of the project, the County may seek additional quotes from the other pre-qualified Contractors within the appropriate work category if they were not presented with an initial opportunity to submit a proposal. If a price proposal is received over \$100,000.00, the County will follow the procedures listed below.

For projects \$100,000.00 and above, all pre-qualified Contractors within the corresponding work category shall be presented with an opportunity to submit competitive pricing proposals for each project request based on specifications and/or drawings provided by the County. Under the applicable work category, all pre-qualified Contractors will receive an email notification to submit a competitive pricing proposal within a specified timeframe. The County may arrange a non-mandatory site visit or a pre-bid where a general overview of existing infrastructure is discussed. Contractors choosing not to provide a pricing proposal shall be required to submit a "no bid" notice via email. If the Contractor fails to give a "no-bid" response via email, the using department shall provide documentation of the Contractor's unresponsiveness and proceed with the most cost-effective and responsive proposal. Any Contractor that offers three (3) consecutive "no bid" notices in a row for different projects within the relevant work category shall be considered non-compliant with their contract terms and may be removed from the Contract.

The County shall review the proposal, and if discussion or negotiations are required, it shall be conducted at the discretion of the County. The project shall be awarded to the Contractor that submits the most cost-effective proposal or that best serves the interest of the County based upon a comparison of the Contractor's availability, schedule, and current workload.

If the County determines that any proposal is out of line with the proposed budget, schedule, or requirements of the project, the County reserves the right to refuse any submitted pricing proposal, from any Contractor, at any time. The County is not obligated to accept any submitted pricing proposal from any Contractor for any project. All pricing proposals submitted shall be binding for a minimum of ninety (90) consecutive calendar days.

All Contractor's pricing proposal shall include at a minimum:

- A breakout of the scope of services required to satisfactorily complete the project, as determined by the County;
- A breakout of the costs required to complete the project, including any and all materials, equipment rental, labor, permitting fees, all sub-contractors' proposals associated with the project, or other costs associated with performing the work; and
- A proposed schedule for completing the required work.
- The pricing proposal must be on company letterhead, dated, and signed by an authorized representative of the Contractor. Proposals shall include the following contact information: phone number, physical address and email address for Task Order communication with County staff.

Markup for costs of materials, subcontractors, rentals, and contract performance payment bonds (when applicable) shall not exceed the following limits:

- Materials cost shall not exceed actual incurred cost plus maximum 15% markup.
- Subcontractors costs shall not exceed actual incurred cost plus maximum 5% markup.
- Rental costs shall not exceed actual incurred cost plus maximum 5% markup.
- Contract Performance and Payment Bond Cost shall not Exceed 2% of the total project cost. No markup is authorized for Performance and/or Payment Bonds.

F. TASK ORDERS

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Division. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Policy.

Each Task Order shall be on a form provided by the County and shall include, at a minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Proposal
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

For projects under \$10,000.00, Purchasing will have the option to award projects by issuing a Purchase Order instead of a Task Order. This will be done on a case-by-case basis as determined by the Purchasing Department. Projects awarded through a Purchase Order shall contain, at the minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Proposal
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

The Purchase Order shall not be considered effective until executed by the authorized designee, as required per the SJC Purchasing Policy.

G. CHANGE ORDERS

Change orders will be processed in accordance with Section 14.4 of the Purchasing Policy.

H. PUBLIC CONSTRUCTION BONDS

The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued with a cost greater than one hundred thousand dollars (\$100,000.00) per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Task Order, in the form provided by St. Johns County, covering the faithful performance of the Contract and the payment of all obligations arising there under in the full amount of the Contract Task Order, with such acceptable sureties, secured through the Contractor’s usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

The waiver of a bond relieves the supplier of the requirement of posting a bond. In accordance with Florida Statutes §255.05, the Assistant Director of Purchasing & Contracts and the County Administrator may waive requirements to obtain a bid bond. If the requirement is waived, documentation of such waiver will be maintained by the Purchasing Division.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

TIME OF DELIVERY AND FORM OF BONDS

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Task Order. The Public Construction Bond must be recorded **after** the Task Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Task Order to have the Public Construction Bond recorded in the County Clerk’s Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor shall obtain a certified copy of the recorded bond from the recording person, and deliver the certified copy to the SJC Purchasing Division representative. No work shall commence until the required bond has been delivered to the SJC Purchasing Division.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided by the County.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his or her Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

I. CONTRACT TIME – LIQUIDATED DAMAGES

The Contract Time shall be determined at the time of issuance of each Task Order. Contract time shall be stipulated in consecutive calendar days for completion of all authorized work.

Any changes to the contract completion timeline shall be issued through a Change Order by the SJC Purchasing Division. Changes must be requested, justified, and approved by the Project Manager.

Conditions under which liquidated damages shall be imposed:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964

\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 (plus 0.00005 of any amounts over \$20 million (Round to nearest whole dollar))

J. PERFORMANCE EVALUATION

The County shall conduct a minimum of one (1) performance evaluation for each Task Order, to determine whether or not the Contractor’s performance of the required services satisfactorily met the needs of the County. For Task Orders with durations longer than six (6) calendar months, a performance evaluation shall be conducted at fifty percent (50%) completion, and at final completion of all services. For Task Orders with durations shorter than six (6) calendar months, a performance evaluation shall be conducted at the completion of all services.

Contractors who repeatedly fail to satisfactorily perform required services, and receive poor ratings on the performance evaluations, may be subject to suspension, termination, and/or debarment based upon the severity of the performance issues and impacts therefrom.

At any point during the term of the Contract(s), County Staff may review records of performance to ensure that Contract Holders are providing quality services that meet the needs of the County and its Residents. The County may place any Contract Holders on a probationary status and/or implement termination procedures if the County determines that the Contract Holder no longer meets the standards or requirements identified within this RFQ.

K. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract shall be cause for termination. If the Contract Holder fails to perform any aspect of the responsibilities described herein or as designated in an issued Task Order, St. Johns County shall provide written notification identifying any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to cure any and all items of non-compliance. If the items of non-compliance are not cured, or acceptable corrective action taken, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Holder may be terminated by St. Johns County for cause.

In addition to the above, the County may terminate the Contract for convenience at any time, upon thirty (30) days written notice to the Contractor.

L. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to perform all work in accordance any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

M. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

The Contractor warrants that the products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

Contractor further certifies that if the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the Contractor. All Personal Protective Equipment used by the Contractor, their employees, as well as personnel

supplied by any subcontractors and subcontractors shall be ANSI certified and meet OSHA standards.

N. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

O. INSURANCE REQUIREMENTS

Respondents must include in their submitted Qualifications, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in the Contract shall limit the Contractor to the minimum required insurance coverages found in the Contract.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

Contractor shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them.

Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Contractor shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Contractor shall require any subcontractors performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

P. FORCE MAJEURE; DELAYS

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice.

In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

Q. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

R. SUB- CONTRACTORS/SUB-CONSULTANTS

If the Contractor elects to sub-contract, any portion of the Services, the Contractor shall be responsible for all work performed by any sub-contractor or sub-consultant and shall not be relieved of any obligations under the awarded Contract.

At any time, the County may, at its discretion, require the Contractor to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of proposed sub-contractors and sub-consultants to furnish and perform the Services proposed.

Prior to the award of a Task Order, the County will notify the selected Contractor in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-consultant or sub-contractor. The selected Contractor then may, at their discretion, withdraw their pricing proposal, or submit an acceptable substitute at no increase in price. If the selected Contractor fails to submit an acceptable substitute within three (3) consecutive calendar days of the original notification, the County then may disqualify the Contractor’s pricing proposal, at no cost to the County.

The County reserves the right to disqualify any Supplier, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-consultants, sub-contractors, and any other persons and organizations proposed by the Contractor and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except

with the written approval of the County. In addition, the Contractor is required to disclose in writing, any changes to the sub-consultant, sub-contractors, or major material suppliers after execution of the Task Order.

S. E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, Respondent and all sub-consultants and sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Respondent shall require each sub-consultant and sub-contractor to provide Respondent with an affidavit stating that the sub-contractor or sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. Respondent shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Respondent, or any sub-consultant or sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Respondent otherwise complied, shall promptly notify Respondent and Respondent shall immediately terminate the contract with the subcontractor.
4. The County and Respondent hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Florida Statute § 448.095(2)(d).
5. Respondent acknowledges that, in the event that the County terminates the awarded Contract for Respondent's breach of these provisions regarding employment eligibility, then Respondent may not be awarded a public contract for at least one (1) year after such termination. Respondent further acknowledges that Respondent is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Contract for breach of these provisions regarding employment eligibility.
6. Respondent shall incorporate in all subcontracts made pursuant to the awarded Contract the provisions contained herein regarding employment eligibility.

T. DISADVANTAGED, SMALL, MINORITY, AND WOMEN OWNED BUSINESS ENTERPRISES

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts in compliance with 2 CFR 200 and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the Contractor is not a DBE/MBE/WBE firm the contractor entering into an agreement for federally funded Task Orders must meet the following criteria:

- Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors OR
- If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting

opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the Bidder is not a Section 3 firm the entering into an agreement for federally funded Task Orders this project must make Good Faith Efforts to utilize Section 3 sub-consultants; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

Required services shall be performed in accordance with applicable local, state, and federal rules, laws, codes and regulations from the Department of Economic Opportunity (DEO), Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP), as well as any other applicable, governing agencies, and their recovery, reimbursement, and assistance programs.

PART V: – ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

COVER PAGE

SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

ST. JOHNS COUNTY PURCHASING DIVISION
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

Respondent must check the work category below for which Respondent is seeking qualification with this packet. Respondent may seek to be prequalified in more than one (1) category:

- _____ Water, Wastewater, and Reclaimed Water Facilities
- _____ Water, Wastewater, and Reclaimed Water Pipelines
- _____ Manhole/Gravity Sewer/Lateral Rehabilitation
- _____ Horizontal Directional Drilling (HDD) and Connections
- _____ Industrial Electrical Installation and Repair

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

ATTACHMENT "A"
QUALIFICATION CERTIFICATION

The Undersigned submits this Qualification Package to be considered as a Qualified Contractor for provision of UTILITY REHABILITATION/CONSTRUCTION SERVICES.

A copy of the license(s) under which our firm is engaged in the business of contracting in the State of Florida is attached. This license was issued in accordance with provisions of Section 489 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

**ATTACHMENT "B"
CLAIMS, LIENS, LITIGATION HISTORY**

Respondents must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No _____

If yes, please attach additional sheet(s) to include:

- Description of every action Captions of the Litigation or Arbitration
- Amount at issue
- Name (s) of the attorneys representing all parties:
- Amount actually recovered, if any
- Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes _____ No _____ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No _____ If yes, on separate sheet(s) explain in detail.

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

ATTACHMENT "C"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent), being of lawful age and being duly sworn I, _____ (Affiant), in my position as _____ (Title) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

**ATTACHMENT "D"
PROPOSAL AFFIDAVIT**

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached proposal for the services covered by the RFQ documents for RFQ No: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Respondent Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

**ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Supplier's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Suppliers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Suppliers, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s):

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Full Legal Name of Respondent

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

ATTACHMENT "G"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: _____

2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

**ATTACHMENT "H"
EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest ("Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

ATTACHMENT "I"
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Respondent receiving a contract or award resulting from this Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to this Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ ("Affiant"), being duly authorized by and on behalf of _____ ("Respondent") hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of the awarded Contract, in accordance with section 448.095, F.S., awarded Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the awarded Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the awarded Contract are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Contract for which St. Johns County may immediately terminate the awarded Contract without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the County resulting from Contractor's breach.

DATED this _____ day of _____, 20_____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

ATTACHMENT "K"

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion-Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Bidder must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited at the time a federally funded Task Order is issued.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-contractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Bid, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES

**ATTACHMENT "L"
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: _____

By: _____ Date: _____


Authorized Signature: _____

Title: _____

SEALED RFQ MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".

SEALED RFQ • DO NOT OPEN	
SEALED RFQ #:	RFQ 23-21
RFQ TITLE:	UTILITY REHABILITATION/CONSTRUCTION SERVICES
DUE DATE/TIME:	Thursday, January 19, 2023 No Later Than 4:00 PM EST
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]