

RESOLUTION NO. 2023 - 528

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE THE GMP AMENDMENT (CONTRACT AMENDMENT NO: 01) WITH JACOBS PROJECT MANAGEMENT CO., FOR THE COMPLETION OF SCOPE 2 IN ACCORDANCE WITH RFQ NO: 22-80; DESIGN-BUILD SERVICES FOR NEW SR 207 WATER RECLAMATION FACILITY AND ASSOCIATED IMPROVEMENTS.

RECITALS

WHEREAS, due to the passing of Senate Bill 64 by the Florida Legislature, which requires a state-wide elimination of non-beneficial surface water discharges of effluent, the SJC Utility Department must expand the system capacity for wastewater treatment and water reclamation for the State Road 207 and Anastasia Island wastewater services areas due to growth within the County and limitations on the current system's capacity; and

WHEREAS, on September 6, 2022, the Board approved the issuance of a Design-Build Agreement to Jacobs Project Management Co. ("Jacobs"), as the top ranked firm through the County's formal RFQ process, for the completion of Scope 1 – Design and GMP Development; and

WHEREAS, on November 10, 2023, Jacobs submitted their Guaranteed Maximum Price ("GMP") Proposal, which was subsequently negotiated by Staff, to arrive at a proposed GMP of \$161,820,000.00 for the completion of Scope 2, which makes the total GMP for both Scope 1 and Scope 2 a not-to-exceed amount of \$191,820,000.00; and

WHEREAS, the Amendment has been negotiated, both parties have agreed to the provision and scope, and County Staff finds that executing the GMP Amendment to complete the work serves a public purpose; and

WHEREAS, the project will be funded by the SJC Utility Department.

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.

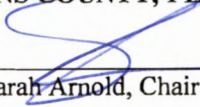
Section 2. Upon Board approval, the County Administrator, or designee, is authorized to execute the GMP Amendment (Contract Amendment No: 01), in substantially the same form and format as attached, with Jacobs Project Management Co., for the completion of Scope 2 under RFQ No: 22-80; Design-Build Services for a New SR 207 Water Reclamation Facility and Associated Improvements.

Section 3. 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.

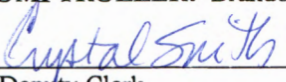
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of December, 2023.

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

Rendition Date: DEC 20 2023

By: 
Sarah Arnold, Chair

**ATTEST: CLERK OF THE CIRCUIT COURT
& COMPTROLLER:** Brandon J. Patty, Clerk

By: 
Deputy Clerk





CONTRACT AMENDMENT NO: 01

RFQ NO: 22-80; Design-Build Services for New SR 207 WRF & Associated Improvements
Design-Build Agreement No: 22-MAS-JAC-16887

December 8, 2023

Jacobs Project Management Co.
200 W Forsyth Street, Suite 1520
Jacksonville, FL 32202

Contract Amendment No: 01 is hereby issued to amend the above referenced Design-Build Agreement (“Contract”) as follows:

1. This amendment shall serve as the GMP (Guaranteed Maximum Price) Amendment for Scope 2 Final Design and Construction and Commissioning as described in Section 2.1.3 of the Contract. This GMP Amendment includes the following Exhibits, which shall be included as a Contract Document along with this Amendment:
 - a. Technical Review Plan as submitted in Appendix G of GMP Proposal;
 - b. Scope Baseline Documents as submitted in Exhibit G of GMP Proposal;
 - c. Commissioning Approach as submitted in Appendix F of GMP Proposal

2. This Amendment shall serve to authorize the Design-Build Firm’s Fee at an amount equal to seven and one-half percent (7.5%) of the Allowable Costs, as provided in the Contract.
3. This Amendment shall serve to establish the Guaranteed Maximum Price for the Project as follows:

Scope 2 Not-To-Exceed Amount	\$ 161,820,000.00
Scope 1 Not-to-Exceed Amount	\$ 30,000,000.00 (not including Change Orders)
Total Project GMP	\$ 191,820,000.00

The Scope 2 GMP costs are based upon assumptions made within the GMP Proposal, and are outlined in the GMP Proposal Cost Summary, attached hereto, as submitted on Tab 00E1 in the Design-Build Firm’s GMP Proposal on November 16, 2023.

4. Section 1.1.1 under Section 1.1 The Contract Documents, under Article I Contract Documents, is hereby revised to the following:

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that shall govern the completion of the Project and shall be comprised of the following:

- a) Fully Executed Change Orders and Amendments to this Contract;
- b) Any and all plans and specifications signed and sealed by the Design-Build Firm and accepted, in writing, by the County;
- c) Notice(s) to Proceed;
- d) This Design-Build Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Scope of Work and Fee Proposal for Scope 1;
 - ii. Exhibit B – Procurement and Subcontract Plan revised Nov 2023;



- iii. Exhibit C – Permit List;
 - iv. Exhibit D – Fully Executed Public Construction Bond(s);
 - v. Exhibit E – Insurance Certificates and Attachments;
 - e) Field Orders signed by the County’s Project Manager;
 - f) Revised Design Criteria Package, dated 8/19/2022;
 - g) RFQ Documents and RFQ Forms with all addenda thereto for RFQ No: 22-80
5. Section 1.1.7 under Section 1.1 The Contract Documents, under Article I Contract Documents is hereby revised to the following:
- The County and Design-Build Firm are each responsible for the development and provision of certain Contract Documents, or portions thereof. The Parties agree to provide one record set of the respective Contract Documents, to the other Party at the time the Contract Documents are finalized by signature, and upon the completion of the Work. Neither the Design-Build Firm, nor any of the Design-Build Firm’s subcontractors are permitted to use, or permit to be used, any or all of such Contract Documents on any project other than the project considered herein, without the specific written consent of the County.
6. The definition 1.2.15 for Facility Performance Criteria, under Section 1.2 Definitions, under Article I Contract Documents, is hereby revised to the following:
- 1.2.15 Facility Performance Criteria: The County’s criteria for performance of the Facility and Improvements once constructed is defined in the Commissioning Approach, provided as an attachment to the GMP Amendment.
7. Section 2.11 Utilities, under Article II The Work, is hereby revised to the following:
- 2.11 Utilities
- Design-Build Firm shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Design-Build Firm’s Work as required by the Contract Documents. Design-Build Firm shall assist the County with arranging the installation and activation of utility service providers including permanent power, communications, water, and sanitary service to the Project, in accordance with the project schedule. Design-Build Firm will supply any and all record drawings required by utility companies. The County will assume permanent utility costs once activated. The County shall be responsible for connection, permit, and usage fees required for such services.
8. Section 3.1.1 Scope 1 Design and GMP Development, under Article III Contract Time is hereby revised to the following:
- 3.1.1 Scope 1 Design and GMP Development. Design-Build Firm shall commence the work within ten (10) calendar days following receipt of the County’s Notice to Proceed and shall submit the GMP Proposal to the County by or before August 10, 2023 (per Change Order No: 03), and shall complete all Work for Scope 1 by or before June 26, 2024.
9. Section 3.1.2 Scope 2 Final Design, Construction, and Commissioning, under Article III Contract Time is hereby revised to the following:



3.1.2 Scope 2 Final Design, Construction, and Commissioning. Design-Build Firm shall commence work under Scope 2 within ten (10) calendar days following receipt of the fully executed GMP Amendment and shall substantially complete all Work on or before **April 16, 2026** (Substantial Completion). Final Completion shall be reached within one hundred **sixty (160) consecutive calendar days** after Substantial Completion, unless otherwise agreed to by the Parties in writing.

10. Section 3.1.2.1, under Article III Contract Time is hereby removed in its entirety.

11. Section 3.1.2.2, under Article III Contract Time is hereby removed in its entirety.

12. Section 3.3.1 and 3.3.2, under Section 3.3 Liquidated Damages, under Article III Contract Time is hereby revised to the following:

3.3.1 Execution of this Contract by Design-Build Firm shall constitute Design-Build Firm’s acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Scope 2 Design-Build Work required is delayed beyond the time limit for achieving Substantial Completion, and Final Completion as specified in Sections 3.1.1 and 3.1.2 herein. Design-Build Firm and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below in Section 3.3.2, 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.

3.3.2 If Design-Build Firm fails to achieve Substantial Completion or Final Completion of the Design-Build Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Design-Build Firm or to be paid as a debt due the following per day sum for each and every day of unexcused delay “Liquidated Damages” as follows:

Design-Build Work	Substantial Completion	Final Completion
Scope 2 Final Design, Construction and Commissioning	\$2,769.60 per day	\$3,720.80 per day

3.3.2.1 The amount per day in Liquidated Damages for Substantial Completion shall not be assessed cumulatively with the amount per day for Final Completion.

13. Section 4.1.5.2, under Article IV Contract Price and Payment is hereby revised to the following:

4.1.5.2 Design-Build Firm must not charge any sum to the Construction Contingency without providing written notice to the County, and receiving the County’s prior written approval. Notice to the County will include general scope of contingency usage and pricing if available at the time. The County agrees to provide a response, whether for approval, limited authorization, or request for additional information, to the Design-Build Firm’s written contingency use request within five (5) business days of receipt of notice from Design-Build Firm. If the County does not provide a response the submitted contingency use request within five (5) business days, the Design-Build Firm may proceed with contingency use. Design-Build Firm shall maintain a separate log of all contingency use requests with detailed backup and submit copies of the logs on a monthly basis to the County. The County shall receive all of the Construction Contingency remaining unallocated at Final Completion.

14. Section 4.5.2, under Article IV Contract Price and Payment is hereby revised to the following:



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

- (1) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- (2) 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
- (3) 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 Design-Build Firm, and the Design-Build Firm's Fee percentage. No other markup may be added to the invoice for such materials.

15. This Amendment hereby adds the following to the Design-Build Firm's Written Notice requirement under Section ii under Section 15.25, under Article XV Miscellaneous:

With a copy to:
Jacobs Project Management Company
6312 S. Fiddlers Green Circle, Suite 300N
Greenwood Villate, CO 80111
ATTN: Ashley Currey
Email Address: ashley.currey@jacobs.com

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Contract, as previously amended, shall remain in full force and effect. The County and the Design-Build Firm acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Design-Build Firm have executed this Amendment on the dates below noted.

Signature of County Representative

Date

Jaime Locklear, Director, Purchasing & Contracts
Printed Name & Title – County Representative

Signature of Design-Build Firm Representative

Date

Printed Name & Title

End of Amendment No: 01



SENSITIVE AND PROPRIETARY INFORMATION -
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Jacobs

GMP Proposal for WRF, BPS, and MLPS

St. John's County Utility District
 SR207 WWTP and Associated Improvements

(Revision 0), November 8, 2023

Tab 00E.1: GMP Proposal Cost Summary,
 Jacobs Format

PURPOSE OF THIS TAB

This Tab organizes all GMP costs using Jacobs standard format (also the format of this Bid Book).

Tab	Description	Totals	Notes
DIRECT COSTS			
01	DESIGN-BUILDER GENERAL CONDITIONS	\$ 8,776,391	See Tab 01.
03	ENGINEERING SDC	\$ 5,301,376	See Tab 03 PL and 03 WRF,
04	DESIGN-BUILDER PROCUREMENT		
	ODP Equipment and Pipe	\$ 25,039,921	See Tab 04.
05	CONSTRUCTION SUBCONTRACTS		
1	Earthwork / Sitework Subcontract: JB Coxwell (WRF)	\$ 7,132,847	
2	Yard Pipe Subcontract: JB Coxwell (WRF)	\$ 2,636,342	
3	Earthwork / Sitework Subcontract: JB Coxwell (BPS)	\$ 165,843	
4	Yard Pipe Subcontract: JB Coxwell (BPS)	\$ 349,829	
5	Concrete Subcontract (WRF and BPS)	\$ 9,140,229	
6	Building Trades Subcontract (WRF and BPS)	\$ 4,134,974	
7	D110 Tank Subcontract: CROM Corp. (WRF and BPS)	\$ 11,895,000	
8	Metals, Coatings, Process Mechanical (WRF and BPS)	\$ 21,563,000	
9	Electrical Subcontract: Cogburn Electric (WRF and BPS)	\$ 16,209,518	
10	I&C Subcontract: General Controls (WRF and BPS)	\$ 2,086,121	
11	Fencing Subcontract	\$ 197,466	
12	Landscaping Subcontract	\$ 383,757	
13	Pipeline Subcontract: JB Coxwell Contracting, Inc.	\$ 25,107,552	
16	Subcontractor Default Coverage	\$ 1,262,531	
17	Scope 1 Allowance money to be used to authorize select work above in order to maintain the schedule	\$ (3,180,753)	
06	COMMISSIONING AND STARTUP	\$ 473,297	
07	DESIGN-BUILDER PROGRAMMING	\$ 1,112,644	
DB FEE			
11	DESIGN-BUILDER FEE (See Tab 11)	\$ 10,416,959	
CONTINGENCY AND ESCALATION			
10	CONTINGENCY & ESCALATION	3.9% \$ 6,232,000	
PASS-THROUGH COSTS			
08	DB BONDS & INSURANCE (See Tab 08)	1.7% \$ 2,800,053	
09	ALLOWANCES AND ALTERNATES	\$ 2,583,103	

TOTAL SCOPE 2 GMP AMENDMENT AUTHORIZATION: \$ 161,820,000

12 PREVIOUSLY AUTHORIZED SCOPE 1 WORK AND REMAINING ALLOWANCE FUNDS				
1	PREVIOUSLY AUTHORIZED WORK (see Tab 12)	See Tab 12	\$ 27,797,476	Tasks 1 - 3, 4.1, and 4.2
2	RETURNED SAVINGS ON DESIGN & DP2 WORK	See Tab 12	\$ (2,102,007)	Credits as outlined in Tab 12
3	ANIXTER ODP PO for MCC and AFD's	See Tab 04	\$ 1,123,779	See Tab 04 Line 24
4	REMAINING ALLOWANCE FUNDS YET TO BE AUTHORIZED FOR SCOPE 2 WORK IN ORDER TO MAINTAIN SCHEDULE		\$ 3,180,753	Remaining allowance work must be authorized via Scope 1 Funds to maintain schedule and overall Project GMP

TOTAL SCOPE 1 ORIGINAL CONTRACT AUTHORIZATION (NOT INCLUDING CHANGE ORDERS):

\$ 30,000,000

Total Project GMP Total

\$ 191,820,000



DESIGN BUILD AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND DESIGN-BUILD FIRM

Design Build Agreement No: 22-MAS-JAC-16887

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This Design-Build Agreement (“Contract”) is made this 14 day of September, 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 **Jacobs Project Management Company** (“Design-Build Firm”), a company authorized to do business in the State of Florida, with its principal offices located at: 1999 Bryan Street, Dallas, TX 75201 and project offices located at 200 W Forsyth Street, Suite 1520, Jacksonville, FL 32202; Phone: (352) 284-1863, and E-mail: dave.schoster@jacobs.com, for **RFQ NO: 22-80; DESIGN AND CONSTRUCTION OF SR207 WASTEWATER TREATMENT PLANT IMPROVEMENTS**, hereinafter referred to as the “Project”. When referenced together, the County and Design-Build Firm 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 documents that shall govern the completion of the Project and shall be comprised of the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Notice(s) to Proceed;
- c) This Design-Build Agreement and all Exhibits and/or Attachments hereto;
 - i. Exhibit A – Scope of Work and Fee Proposal;
 - ii. Exhibit B – Procurement and Subcontract Plan;
 - iii. Exhibit C – Permit List;
 - iv. Exhibit D – Fully Executed Public Construction Bond(s);
 - v. Exhibit E – Insurance Certificates and Attachments;
- d) Field Orders signed by the County’s Project Manager;
- e) Revised Design Criteria Package, dated 08/19/2022
- f) RFQ Documents and RFQ Forms with all addenda thereto for RFQ No. 22-80.

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 Design-Build Firm’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts or 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 Design-Build Firm’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 Design-Build Firm.

1.1.4 All Submittals (whether in hard or electronic copy) prepared by or on behalf of Design-Build Firm 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 Design-Build Firm. Design-Build Firm grants the County a perpetual, royalty-free, licence 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 licence shall be capable of transfer and/or sub-licencing in whole or part without notice to or further consent of Design-Build Firm. Design-Build Firm shall not be held liable for reuse of Design-Build Firm’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Design-Build Firm is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the

Contract Documents, shall be resolved through good faith efforts upon the part of Design-Build Firm and the County. Should Design-Build Firm have any questions concerning interpretation or clarification of the Contract Documents, Design-Build Firm shall submit to the 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 Design-Build Firm within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Design-Build Firm files a written protest to the County's rendered determination within fourteen (14) calendar days of receipt thereof. Design-Build Firm's protest shall state clearly and in detail the basis thereof. Failure by the Design-Build Firm to protest the County's rendered determination within fourteen (14) calendar days shall constitute a waiver by Design-Build Firm of all its rights to further protest, judicial or otherwise. The County will consider Design-Build Firm's protest and render its decision thereon, in writing, within ten (10) calendar days. If Design-Build Firm does not agree with the County's decision, Design-Build Firm shall deliver written notice to that effect to the County within three (3) business days of receipt of the County's decision.

1.1.6 Unless otherwise directed in writing, Design-Build Firm shall at all times carry on 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 Design-Build Firm from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.7 Any and all Contract Documents shall remain the property of the County. Design-Build Firm 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. Design-Build Firm 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 Design-Build Firm and/or Design-Build Firm'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.

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 definitions 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 Allowance Item: An amount proposed by Design-Build Firm for inclusion in the Contract Price for prescribed items not specified in detail. The amount of any proposed Allowance Item shall be the maximum amount paid for the specified item, unless otherwise amended in accordance with the Contract Documents.

1.2.3 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.

1.2.4 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

1.2.5 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.

1.2.6 Change Order: A document providing the written modification to a previous issued Contract, adjusting contract price, scope of work, or completion time.

1.2.7 Contract Price: The sums set forth herein under Article IV, and the GMP Amendment(s), upon execution, 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 Design-Build Firm or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.8 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.9 Design-Build Firm: A Supplier as defined under Florida Statute § 287.055(2)(h), to whom a Design-Build Contract is issued and who is responsible for the performance of the contract requirements including all phases of design and construction.

1.2.10 Design-Build Work (Work): The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished by Design-Build Firm under the Contract Documents. Work includes and is the result of performing or furnishing Design Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

1.2.11 Design Services: Preparation and submittal of plans, Drawings and Specifications for the Project by licensed professional engineering, architectural, and surveying firms, and other engineering and design-related services included in the Contract Documents and required to be performed by or under the supervision of a licensed professional as part of the Design-Build Work.

1.2.12 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.

1.2.13 Early Work: Work, such as site development and related activities, procurement of long lead materials/equipment, and any other advanced Work, as included in the Contract Documents, or as authorized by an approved Change Order, during Scope 1 Design and GMP Development, that the parties agree should be performed in advance of establishment of the GMP in order to avoid any material impacts to the critical path of the Project schedule.

1.2.14 Facility: The physical facility or facilities to be designed and constructed for the County as part of the Project.

1.2.15 Facility Performance Criteria: The County's criteria for the performance of the Facility once constructed, may be divided into two parts, (i) program requirements such as the physical, functional, and quantitative needs of the Project, and (ii) performance requirements for the Facility and its component parts, including considerations of the specified quantitative and qualitative limits for inputs, the desired condition of Facility outputs, and the efficiency of the Facility in producing such outputs.

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

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

1.2.18 Guaranteed Maximum Price: The maximum amount, including, but not limited to, the Design-Build Fee and the Cost of the Work, that will be paid to the Design-Build Firm to fully complete Scope 2 "Final Design and Construction and Commissioning" of the Project as set forth in the GMP Amendment(s). The Guaranteed Maximum Price ("GMP") may be modified only by Change Order or Amendment in accordance with this Contract.

1.2.19 Hazardous Conditions: Any materials, wastes, substances, and chemicals deemed to be hazardous under applicable laws, rules, codes, regulations, ordinances or policies, or the handling, storage, remediation, or disposal of which are regulated by applicable laws, rules, codes, regulations, ordinances, or policies.

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

1.2.21 Notice to Proceed (NTPs): Written notice(s) given by the County to Design-Build Firm authorizing Design-Build Firm to proceed with the Design-Build Work and fixing the date on which the Contract Time will commence to run and

identifying the corresponding Substantial Completion and Final Completion dates. The Contract Documents may specify more than one Notice to Proceed applicable to different stages and/or portions of the Design-Build Work.

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

1.2.23 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.

1.2.24 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.

1.2.25 Self-Perform Work: Work performed by employees of: (1) the Design-Build Firm; or (2) any entity that controls, is controlled by, or is under common control with any entity that is part of the Design-Build Firm. Self-Perform Work is distinguished from Work performed by Subcontractors unaffiliated with the Design-Build Firm or the entities of which the Design-Build Firm is comprised.

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

1.2.27 Substantial Completion: The stage in the progression of the Work (or phase and/or portion thereof) 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. Substantial Completion may be further defined and specified for the Work, or portion(s) thereof, in the Contract Documents.

1.2.28 Work: See Design Build-Work above.

1.2.29 Work Product: Work Product has the meaning specified in Section 5.7.

1.3 Independent Contractor

Design-Build Firm represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Design-Build Firm shall act as an independent Design-Build Firm 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 Design-Build Firm shall create any contractual relationship between any such subcontractor or supplier and the County. Design-Build Firm shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with the Contract Documents.

1.4 Design-Build Firm's Continuing Duty

Design-Build Firm shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give written notice, within three (3) business days, to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Design-Build Firm 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 Design-Build Firm's compliance with the Contract. The County has provided to Design-Build Firm with a revised Design Criteria Package, dated 08/19/2022. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO DESIGN-BUILD FIRM CONCERNING SUCH DOCUMENTS.

ARTICLE II THE WORK

2.1 Project Description

2.1.1 Generally. The County intends to construct a new Water Reclamation Facility (WRF) to serve as an advance wastewater treatment facility with a rated capacity of 6.5 million gallons per day (MGD) on an average basis. The WRF Project will be completed in two phases. The first phase of the Project consists of two Scopes of Work: Scope 1 "Design and GMP Development" and Scope 2 "Final Design and Construction and Commissioning". During the Project, the Facility

shall be designed and constructed to handle 3.25 MGD, fully functional, and placed into operations at the completion of Scope 2. The WRF will treat water to be 100% recycled and reusable for irrigation purposes and applied to an adjacent golf course or to the County's existing reclaimed water distribution system.

2.1.2 Scope 1 Design and GMP Development. Design-Build Firm shall perform such Design Services to the level of completion required for Design-Build Firm to develop a GMP Proposal for Scope 2 Final Design and Construction and Commissioning, as set forth in Section 2.1.3 below. Scope 1 may also include Early Work when agreed to by the Parties, or as authorized by an approved Change Order.

2.1.3 Scope 2 Final Design and Construction and Commissioning. Scope 2 Design-Build Work shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project excluding Early Work, the performance of construction services for the Project, the start-up, testing, and commissioning of the WRF, and the provision of warranty services, all as further described in the Contract Documents. Upon receipt of Design-Build Firm's GMP proposal for Scope 2, the County, in its sole discretion, may (a) accept Design-Build Firm's GMP proposal and issue a Notice to Proceed with Scope 2 Design-Build Work, or (b) enter into a negotiation with Design-Build Firm to achieve a mutually acceptable GMP, scope and/or schedule on which to proceed.

The Contract Price for Scope 2 will be set forth in the GMP Amendment when mutually agreed between the parties. Upon execution of the GMP Amendment, Design-Build Firm shall perform the Scope 2 Design-Build Work, all as further described in Exhibit A Scope of Work, the GMP Amendment, or as otherwise agreed to by the Parties in writing.

2.1.4 Off-Ramp. In the event the County determines that the Design-Build Firm's GMP Proposal for Scope 2 is not in the best interest of the County, the County may, in its sole discretion, elect to take the Off-Ramp, as defined herein. The Off-Ramp shall be taken when the County formally rejects the GMP Proposal submitted by the Design-Build Firm, and terminates this Contract. A termination of this Contract under the Off-Ramp shall be for convenience unless the Design-Build Firm otherwise defaults under the provisions of this Contract. In such event, Design-Build Firm acknowledges and agrees that the County's rejection of Design-Build Firm's GMP proposal shall not entitle Design-Build Firm to make any claim for damages, loss or profits or compensation of any kind for Work not yet performed, and all such claims are hereby waived and released by Design-Build Firm.

2.1.4.1 In the event the County takes the Off-Ramp, the Design-Build Firm shall remain obligated to the County for the completion of the final design of the Project at the price agreed to by the Parties in the Contract Documents, unless otherwise directed in writing, and in accordance with the Contract Documents.

2.1.4.2 The parties acknowledge that the County's ability to successfully complete the Project may be significantly impacted if the County elects to terminate this Contract at the end of Scope 1 Design and GMP Development, rather than proceeding to Scope 2 Final Design and Construction and Commissioning under Paragraph 2.1.3 above, and that certain design consultant or engineering services Subcontractors are not available to continue working on the Project upon such termination. Therefore, Design-Build Firm shall incorporate the obligations of this Contract into its respective subcontracts, specifically including the County's right to unilaterally utilize design documents in the event of termination as described in Section 10.2. Design-Build Firm shall also include a provision whereby such subcontract(s) may be assigned to the County. In the event of termination as described in Section 11.2 of the Contract, Design-Build Firm agrees to assign such subcontract(s) upon the County's request, subject to the prior rights of a surety, if any, obligated under Bond relating to the Contract. In the event the County accepts the assignment of a Subcontract(s), the County assumes the Design-Build Firm's rights and obligations under such Subcontract(s).

2.2 Labor and Materials

2.2.1 Design-Build Firm shall perform all of the Design-Build Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Design-Build Firm 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 Design-Build Firm for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Design-Build Firm 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 Design-Build Firm under this Contract. In the event a person is removed from the Work, Design-Build Firm shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Design-Build Firm'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, between 7:00AM and 6:00PM, Monday through Saturday. Design-Build Firm will not perform Work on a Sunday, or any County-observed holiday, unless otherwise approved in writing by the Project Manager. Design-Build Firm 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. Design-Build Firm shall seek such prior written consent from the County at the weekly Project meetings, or a minimum of two (2) business days in advance of performing any such Work.

2.2.4 In addition, when the Work requires by Florida Statute, Design-Build Firm 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 Design-Build Firm's Technical Submittals

2.3.1 The Parties agree to develop a Technical Submittal Review Procedure during Scope 1, which shall be included in the GMP Amendment and shall govern the submittal of any and all technical documents that must be reviewed, edited, and/or finalized by the Parties. The Technical Submittal Review Procedure is subject to change, upon written agreement between the Parties, throughout the Project, based upon adjustments necessitated by the Work, and related circumstances.

2.3.2 Design-Build Firm shall prepare its design, drawings, diagrams, specifications and other technical requirements (Technical Submittals) in accordance with the Contract Documents and submit same to the County for review, in accordance with the approved Technical Submittal Review Procedure, allowing at least three (3) calendar days for such review (unless a shorter time frame is otherwise mutually agreed in writing). The County will review the Design-Build Firm's Technical Submittals and indicate that the Work may proceed, Work may proceed subject to resolution of indicated comments, or the Work may not proceed. The Design-Build Firm shall revise and resubmit Technical Submittals as necessary.

2.3.3 The Design-Build Firm shall not be entitled to any extension of time or cost adjustment for any delay caused by the Design-Build Firm's failure to submit Technical Documents for review within the time frame set out above or within the time periods identified and agreed pursuant to Design-Build Firm's schedule. Design-Build Firm shall provide written notice to the County whenever the Work is likely to be delayed as a result of late submittal of a Technical Submittal.

2.3.4 The County's review of Design-Build Firm's Technical Submittals does not constitute acceptance or approval and does not relieve Design-Build Firm from full performance and compliance with all requirements of this Contract.

2.4 Project Sequencing/Arrangement

Design-Build Firm 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 Design-Build Firm in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.5 Payment of Costs

Except as otherwise expressly provided, Design-Build Firm 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 in accordance with Paragraph 2.15.2 below, 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.

2.6 Cleaning the Jobsite

Design-Build Firm 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, Design-Build Firm 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. Design-Build Firm shall restore to original condition all property not designated for alteration by the Contract Documents.

2.7 Reporting Requirements

2.7.1 Recordkeeping. The Design-Build Firm shall be responsible for maintaining an electronic Document Management System, which is accessible by the County's Project Manager, and any other representatives designated by the County's Project Manager, at all times throughout the duration of the Project. Design-Build Firm shall input any and all project-related data into the Document Management System at a frequency agreed to by both Parties for each Scope.

2.7.2 Weekly Record. During Scope 1, the Design-Build Firm shall keep a weekly record of the Work performed on the Project, and the progress made. At a minimum, the Weekly Record shall include the tasks completed, the areas of Work and level of progression for each, any updated documents and/or information that must be reviewed and/or commented on or approved by the Project Manager.

2.7.3 Daily Record. During Scope 2, the Design-Build Firm 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, material/equipment deliveries, any unusual or special occurrences at the Jobsite, description of the Work performed at the Jobsite and percentage completion, and a list of all visitors to the Jobsite. Daily Records shall be submitted by close of business the following day. Daily Records shall not constitute nor take the place of any notice required to be given by Design-Build Firm to the County pursuant to the Contract Documents. In addition to the Daily Records, Design-Build Firm shall keep a daily log available to the County and the Permitting Agency(ies) inspectors for reviewing and copying on the Project's Jobsite.

2.7.4 Monthly Progress Report. Commencing with NTP, the Design-Build Firm shall prepare and submit a written monthly report by the tenth (10th) day of each calendar month during Scope 1 and Scope 2. The Monthly Progress Report shall be provided in the Document Management System. Monthly reports shall at a minimum describe: (1) Work completed in the prior month, (2) planned Work for the current month, (3) estimate of actual percent complete; (4) detailed explanations of any activity that is behind schedule, (5) corrective actions taken to recover schedule, (6) safety and environmental incidents and corrective actions taken (Scope 2), (6) change orders pending and approved, (7) status report of procurement activity; (8) request for information (RFI) log; (9) progress photos (Scope 2) and (10) any other items as may be reasonably requested by the County.

2.8 Project Meetings

2.8.1 Kick-off Meeting. Prior to the commencement of Scope 1 Design Development, the Design-Build Firm shall attend a kick-off meeting with the County to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals, review and approval turn-around times contained in the Project schedule, and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.8.2 Pre-Construction. Prior to the commencement of Scope 2 Final Design and Construction and Commissioning, the Design-Build Firm shall attend a pre-construction meeting with the County to discuss the Project schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Design-Build Work.

2.8.3 Progress Review. During the prosecution of the Design Services and Design Build Work, the Design-Build Firm shall attend regularly scheduled progress review meetings convened by the County with respect to the Project. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the kick-off and pre-construction meetings) as may be directed by the County. The purpose of the Progress Review meetings is to keep the County fully informed of all aspects of the Work, and for reviewing execution plans, technical or financial concerns, progress status and scheduling of the Work, remedial actions, quality concerns, safety concerns, interfaces, and County and Design-Build Firm plans for resolving issues.

2.9 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. Design-Build Firm shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until the Project reaches Substantial

Completion in accordance with Article III herein, 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 Design-Build Firm from the responsibility for any loss or damage to items.

2.10 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. Design-Build Firm shall take whatever steps necessary to provide such access when requested.

2.11 Utilities

Design-Build Firm shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Design-Build Firm's Work as required by the Contract Documents. If the scope of Work requires, Design-Build Firm 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.

2.12 Existing Utility Lines

2.12.1 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, Design-Build Firm shall notify the Project Manager in ample time 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.

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

2.13 Taxes

2.13.1 Design-Build Firm shall pay all sales, use and other 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. Design-Build Firm shall make any and all payroll deductions required by law. Design-Build Firm 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. Design-Build Firm may not use County's tax-exempt status unless specifically authorized in writing in advance.

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

2.14 Publicity and Advertising

2.14.1 Design-Build Firm 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.

2.14.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Design-Build Firm 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.

2.15 County Furnished Items

2.15.1 The County shall furnish to Design-Build Firm, at the time of executing this Contract, any available written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Design-Build Firm 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.

2.15.2 Design-Build Firm shall obtain and pay for all permits, approvals, licenses and fees as necessary and ordinary for the performance of the Work in accordance with the Contract Documents. Design-Build Firm shall provide complete copies of all permits, approvals and licenses to the County within three (3) business days after obtaining them, and receipt of such documents by the County shall be a condition precedent to final payment. The County shall provide reasonable assistance to Design-Build Firm in obtaining those permits, approvals and licenses that are Design-Build Firm's responsibility. Excluding such permits, approvals and licenses, the County shall obtain and pay for all property and easements approvals, acquisitions, and the like required for construction.

2.16 Direct Purchase Program

2.16.1 The County is tax exempt and may elect to implement a direct purchase program whereby it may purchase materials and equipment directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." Direct Purchase Materials will be identified by the County during execution of Scope 1 Design and GMP Development and incorporated into the GMP Amendment(s) accordingly.

2.16.2 The County intends to Direct Purchase Materials in the categories of: Pipe and Fittings, Electrical Systems, and Major Equipment, the purchase price for which exceeds \$250,000 for individual items or cumulative orders. The Design-Build Firm agrees to consolidate orders of items in these categories in order to maximize the cost effectiveness of the Direct Purchase Program, and agrees not to segregate orders of items in these categories in order to avoid Direct Purchases by the County.

2.16.3 Subject to the GMP Amendment, the Parties may agree upon an administrative fee, not-to-exceed one quarter of one percent (.25%), that shall be paid to the Design-Build Firm related to any Direct Purchases made by the County. The administrative fee shall be in addition to the Design-Build Firm's Fee.

2.16.4 Direct Purchase Materials shall be governed by the State of Florida Department of Revenue Rule, 12A-1.094 ("DOR Rule"), the terms herein, and the County's policies on the subject in effect at the time Design-Build Firm commences construction of the Project. For each direct purchase, the County shall: (a) issue its purchase order directly to the vendor that Design-Build Firm intends to use for the supply of certain materials; (b) provide the vendor with a copy of the County's Florida Consumer's Certificate of Exemption; (c) make payment directly to the vendor based on the vendor's invoice which must be issued directly to the County; (d) take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor; (e) assume the risk of damage or loss at the time of purchase; and (f) issue a separate Certificate of Entitlement pursuant to the DOR Rule to each vendor and to Design-Build Firm to confirm that the tangible personal property purchased from that vendor will go into or become part of a public work. The County's purchase order shall be attached to each such Certificate of Entitlement. The Design-Build Firm shall provide County with a written list of all potential Direct Purchase Materials and any other information required by the County with respect to each direct purchase. The Design-Build Firm shall also provide the County with monthly reports pertaining to the "Direct Purchase Materials." Notwithstanding the fact that the vendor's invoice must be issued directly to the County as provided above, the Design-Build Firm shall be responsible for obtaining a copy of all Direct Purchase Materials' invoices from the vendor and shall be accountable for verifying and ensuring that the Direct Purchase Materials' received by the County through each direct purchase are in good condition and are consistent with the materials that were ordered from Design-Build Firm's vendor and described in each invoice.

2.16.5 The GMP amount shall be reduced by the net, undiscounted amount of the purchase order, plus all sales taxes that would have applied. **ISSUANCE OF THE PURCHASE ORDERS BY THE COUNTY DOES NOT CHANGE ANY OF THE DESIGN-BUILD FIRM'S RESPONSIBILITIES REGARDING THE RECEIVING AND**

INSTALLATION OF THE MATERIALS PURCHASED. The Design-Build Firm remains fully responsible for all other obligations it has under the terms of this Contract.

2.17 County's Separate Contractors

If County performs other work on or adjacent to the Project or at the Jobsite with separate contractors under County's control, Design-Build Firm agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. County is responsible for all work performed on or adjacent to the Project or at the Jobsite by separate contractors under County's control. County shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Build Firm in order to enable Design-Build Firm to timely complete the Work consistent with the Contract Documents. The Design-Build Firm may submit a Contract Claim for delay or cost impacts in accordance with the provisions of this Contract, in the event of either: (1) impacts to the Design-Build Firm's schedule caused by separate contractors, or (2) any discrepancies or defects in the work by the separate contractor that renders it unsuitable for the proper execution of the Design-Build Firm to perform its Work.

ARTICLE III CONTRACT TIME

3.1 Contract Time

The Contract Time shall be established for each of the two Scopes as provided herein. The Work under this Contract is separated into two (2) Scopes, which shall be completed in accordance with the following provisions:

3.1.1 Scope 1 Design and GMP Development. Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall submit the GMP Proposal to the County by or before April 20, 2023, and shall complete all Work for Scope 1 by or before September 30, 2023, unless otherwise amended in accordance with the Contract.

3.1.2 Scope 2 Final Design, Construction and Commissioning. Design-Build Firm shall commence the Work under Scope 2 within ten (10) calendar days following receipt of the fully executed GMP Amendment and shall substantially complete all Work on or before **December 1, 2024** (Substantial Completion). Final Completion shall be reached within one hundred sixty (160) consecutive calendar days after Substantial Completion, unless otherwise agreed to by the Parties in writing.

3.1.2.1 Substantial Completion shall be defined as the ability of the new Water Reclamation Facility and associated systems to treat and convey wastewater for beneficial use.

3.1.2.2 In addition to the requirements for Substantial Completion and Final Completion above, Design-Build Firm shall complete any and all Work necessary for the County's collection system to receive, treat and/or convey wastewater in an amount not less than five hundred thousand (500,000) gallons per day by or before October 1, 2024.

3.1.2.3 Scope 2. When Design-Build Firm considers the Design-Build Work (or portion thereof) is substantially complete, Design-Build Firm shall notify the Project Manager in writing and submit a comprehensive list of items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Design-Build Firm'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 Design-Build Firm's list is not complete.

3.1.2.4 If Substantial Completion is not obtained at the inspection called by Design-Build Firm, for reasons which are the fault of Design-Build Firm, the cost of any subsequent inspections requested by Design-Build Firm for the purpose of determining Substantial Completion shall be the responsibility of Design-Build Firm and shall be assessed against the final Application for Payment.

3.1.2.5 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 and provide to the Design-Build Firm within three (3) business days of certification of Substantial Completion. Unless otherwise mutually agreed, the punch list items shall be corrected by Design-Build Firm within the timeframe provided to reach Final Completion, 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 Design-Build Firm to complete the Work pursuant to this Contract.

3.1.3 Design-Build Firm, prior to commencing Scope 1 Design and GMP Development, shall submit to the Project Manager for his/her information, Design-Build Firm's Project schedule for completing the Design Services. Design-Build Firm's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing).

3.1.4 Design-Build Firm, prior to commencing Scope 2 Final Design and Construction and Commissioning, shall submit to the Project Manager for his/her information, Design-Build Firm's Project schedule for completing the Design Build Work. Design-Build Firm's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Scope 2 Design-Build Work. By way of illustration and not exclusion, Design-Build Firm's schedule shall: (1) contain sufficient activities to assure adequate planning for all phases of the Scope 2 Design-Build Work, (2) include approved changes to the Scope 2 Design-Build 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 Paragraphs 3.1.1 and 3.1.2 above, Design-Build Firm shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Design-Build Firm 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 Design-Build Firm 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 Liquidated Damages

3.3.1 Execution of this Contract by Design-Build Firm shall constitute Design-Build Firm's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Scope 2 Design-Build Work required is delayed beyond the time limit for achieving Substantial Completion and Final Completion as specified in Paragraphs 3.1.1 and 3.1.2 above. Design-Build Firm 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.

3.3.2 If Design-Build Firm fails to achieve Substantial Completion or Final Completion of the Design-Build Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Design-Build Firm or to be paid as a debt due the following per day sum for each and every calendar day of unexcused delay "Liquidated Damages" as follows.

Design-Build Work	Substantial Completion	Final Completion
Scope 2 Final Design, Construction and Commissioning	\$2,769.60 per day	\$3,760.80 per day

3.3.3 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 this Contract because Design-Build Firm 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 Design-Build Firm's obligation to complete the Work.

3.3.4 The total amount of liquidated damages for delay associated with the Design-Build Firm's failure to achieve Substantial Completion and/or Final Completion within the Contract Time, as may be extended pursuant to Paragraph 9.2 of this Contract, shall not exceed a cumulative total of \$1,000,000.00. Such Liquidated Damages are not intended to, and do not, liquidate Design-Build Firm's liability under the indemnification provisions of Section 12.4 even though third-party Claims against the Indemnified Party may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

3.4 Disclaimer of Consequential Damages

The County shall not be liable to Design-Build Firm, 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 Design-Build Firm 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.

3.5 Delays to the Work

3.5.1 If Design-Build Firm is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances that are not reasonably foreseeable, beyond its control and due to no fault of its own or those for whom Design-Build Firm is responsible, the Contract Time(s) may be reasonably extended by Change Order, upon agreement by both parties. By way of example, events that shall be considered for an extension of Contract Time include acts or omissions of the County or anyone under the County's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. If events reasonably beyond the Design-Build Firm's control and without its fault or negligence cause a delay in the Design-Build Firm's performance of the Work, Design-Build Firm shall submit documentation of such delay to the County within three (3) business days of the event causing the delay.

3.5.2 In addition to the Design-Build Firm's right to a time extension for those events set forth in Section 3.5.1 above, Design-Build Firm may also submit for County consideration a reasonable adjustment to the Contract Price.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 The Contract Price for Scope 1 Design and GMP Development Work shall be computed separately and independently from the Contract Price for Scope 2 Final Design, Construction and Commissioning Work. All amounts included in the Contract Price are subject to lawful appropriation of funds by the Board of County Commissioners.

4.1.2 Compensation for Scope 1 Design and GMP Development Work shall be an amount not-to-exceed Thirty Million Dollars (\$30,000,000.00), as provided in Exhibit A Scope of Work and Fee Proposal. Any lump sum amounts shall constitute full payment for satisfactory performance of the Scope 1 Work including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subcontractors (includes design consultants), and any other expense or cost of whatever nature incurred by the Design-Build Firm as may be required and/or necessary to complete the Scope 1 Work and agreed to in writing by both parties to this Contract. Design-Build Firm shall be entitled to monthly progress payments in proportion to the percentage of the completed Scope 1 Work. Payments made to Design-Build Firm pursuant to this Contract for Scope 1 Work shall be the sole and complete compensation to which Design-Build Firm is entitled.

4.1.2.1 Allowance Items. The Contract Price for Scope 1 and Scope 2 may include Allowance Items, as provided in Exhibit A, or the GMP Amendment, for portion(s) of the Scope 1 or Scope 2 Work. The agreed upon total allowance (sum of allowance items) shall be the maximum amount of compensation to which Design-Build Firm is entitled for all Allowance Items unless otherwise modified by written Amendment or Change Order. Savings in an Allowance Item may be reallocated to an allowance contingency item. The contingency item may be allocated for additional work within the Allowance Items with approval from the County's Project Manager.

4.1.2.2 No work shall be performed on any Allowance Item without prior written authorization by the County's Project Manager.

4.1.2.3 The proposed amount for any Allowance Item shall include any and all costs, charges, fees, and other amounts, for all labor, materials, equipment, transportation, taxes, insurance, project management, general conditions, overhead and Design-Build Firm's Fee associated with the applicable Allowance Item.

4.1.2.4 Whenever the actual costs for the Allowance Items is more than or less than the stated in the total Allowance Values, the Contract Price may be adjusted accordingly by Change Order. The amount of the Change Order, if approved, shall reflect the difference between actual costs incurred by Design-Build Firm for the proposed amount for the Allowance Items.

4.1.3 Compensation for Scope 2 Final Design, Construction and Commissioning Work shall be a Guaranteed Maximum Price that shall consist of the sum of Allowable and Reimbursable Costs, Design-Build Firm's Fee, and Construction Contingency. The Guaranteed Maximum Price shall be developed and submitted to the County in accordance with the requirements set forth herein. Pursuant to Article II of this Contract, in the event the County elects to negotiate and/or accept the submitted Guaranteed Maximum Price Proposal, a GMP Amendment shall be issued and executed by both parties. The

GMP as defined herein is the maximum price the County will pay to Design-Build Firm as payment for all of Scope 2 Design-Build Work and is guaranteed by the Design-Build Firm to be the maximum price it will charge to fully and satisfactorily complete all Scope 2 Design-Build Work of the Project.

4.1.3.1 Formation of Guaranteed Maximum Price ("GMP") Proposal. During Scope 1, Design-Build Firm shall prepare GMP Basis Documents for the development of a GMP Proposal. The GMP Basis Documents shall include, but not be limited to, the following:

- a) A list of drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;
- b) A list of assumptions and clarifications made by Design-Build Firm in preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;
- c) Detailed cost estimates by trade categories, contingency and other items and Design-Build Firm's Fee that comprise the GMP;
- d) Procurement Plan, Subcontract Plan, and Bidding Procedures;
- e) The date of Substantial Completion upon which the proposed GMP is based, to the extent said date has not already been established under Article III of this Contract, and the Schedule for Work upon which the date of Substantial Completion is based;
- f) A schedule of applicable alternate prices;
- g) A schedule of unit prices and allowance items, provided however, that only such allowances as are agreed to by the County shall be included;
- h) Design-Build Firm's Key Personnel designated for Scope 2 of the Project, including Design-Build Firm's Authorized Representative, if different than Scope 1;
- i) Risk Registry; and
- j) The timeframe by which the GMP Proposal shall remain valid for consideration by the County.

4.1.3.2 Design-Build Firm acknowledges and understands that the GMP Basis Documents may be incomplete, lack detail, and require future adjustment at the time the GMP Proposal is submitted to the County. Nevertheless, the GMP Proposal shall be intended to represent the Design-Build Firm's offer to complete the Work under Scope 2 of the Project.

4.1.3.3 The GMP shall be based upon actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. The GMP may include Allowance Items within each Work package as determined by the Design-Build Firm and approved by the County. The amounts for these Allowance Items will be used as the maximum value for the specific line item and all remaining funds within the Work package will revert to the County after the price is determined through competitive bidding or final pricing by the Design-Build Firm. If an Allowance Item is not included within the Work package, the agreed upon price is the maximum for that item.

4.1.3.4 After submission of the GMP Proposal, Design-Build Firm and County shall meet to review the GMP Proposal. If the County has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Build Firm of such comments or findings. Design-Build Firm shall make appropriate adjustments to the GMP Proposal. If the Design-Build Firm's GMP Proposal is acceptable to the County, a GMP Amendment shall be drafted and submitted for approval by the St. Johns County Board of County Commissioners. Subject to additions or deductions by approved Change Order as provided in this Contract, Design-Build Firm shall certify in the GMP Amendment that the agreed GMP (i) contains sufficient amounts to perform all Work necessary for the Final Completion of the Project; and (ii) contains sufficient amounts to provide and construct any items or facilities that are not contained in the GMP Basis Documents but which are necessary for fully functional and operational Facilities that meet the requirements and criteria established for the Project. Design-Build Firm acknowledges and agrees that any and all Allowable and Reimbursable Costs which would cause the GMP to be exceeded shall be paid by the Design-Build Firm without reimbursement by the County and shall not be a basis of any Change Order.

4.1.3.5 Design-Build Firm shall not commence with Scope 2 Work prior to the GMP Amendment being fully executed and receipt of the County's Notice to Proceed for Scope 2 Work. If the County rejects the GMP Proposal, or fails to notify Design-Build Firm in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect and this Contract will be terminated. In such event, the County shall be free to use any of the documents and information developed through the date of termination for completion of the Project by others as more fully described in Paragraph 2.1.4 of this Contract.

4.1.4 Design-Build Firm's Fee. The Design-Build Firm's Fee shall be an amount equal to a negotiated percent of the sum of the Allowable Costs provided in the GMP Proposal and included in the GMP Amendment. The Design-Build Firm's Fee rate established in the GMP Amendment shall be applied to approved Change Orders issued by the County. In the event however, that the cumulative adjustments to the Contract Price exceed twenty five percent (25%) of the original GMP, the Design-Build Firm's Fee shall be subject to renegotiation.

4.1.5 Construction Contingency. The GMP shall include a Construction Contingency which sum shall be established by the Design-Build Firm and the County and included in the GMP Amendment. Construction Contingency shall be used by Design-Build Firm to pay for miscellaneous Work items which are required to complete the Project including, but not limited to, design evolution, trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Subcontractor insolvency or termination and replacement, emergencies, overtime costs to maintain/accelerate the Project schedule due to unavoidable delays (excludes acceleration requested by the County under an approved Change Order), and other costs that were not known or reasonably foreseeable at the time of submittal of a GMP Proposal (and not otherwise recoverable by bond or applicable insurance).

4.1.5.1 The Construction Contingency included in the GMP is not a design contingency, and shall not be used for changes in the scope or schedule of Scope 1 Work. No increase in the Construction Contingency will be allowed once the GMP is established.

4.1.5.2 Design-Build Firm shall not charge any sum to the Construction Contingency without the County's prior written approval, which approval shall not be unreasonably withheld or delayed. Design-Build Firm shall maintain a separate log of all contingency use requests with detailed backup and submit copies of the logs on a monthly basis to the County. The County shall receive all of the Construction Contingency remaining unallocated at Final Completion.

4.1.6 County's Contingency. A lump sum amount for the County's Contingency shall be established by the County. The County's Contingency is controlled solely by the County. The County's Contingency is outside of the GMP and is not part of the original bonds except to the extent that the County Contingency is utilized as a change to the Contract in accordance with Article IX "Changes in the Work" of the Contract, and may only be used for County requested additions and revisions. Expenditures from the County's Contingency must be made by Change Order issued and approved by the County. Design-Build Firm shall not be entitled to any compensation from any unused amounts of the County's Contingency.

4.1.7 Shared Savings. If the sum of the actual Cost of the Work and Design-Build Firm's Fee is less than the GMP (as adjusted by Change Orders), the difference ("Savings") shall accrue to the benefit of the parties as follows: fifty percent (50%) to the County and fifty percent (50%) to the Design-Build Firm, exclusive of any remaining Construction Contingency or County Contingency.

4.1.7.1 Savings shall be calculated and paid as part of the Final Payment under Section 4.7 of this Contract with the understanding that to the extent Design-Build Firm incurs costs after Final Completion which would have been payable to Design-Build Firm as a Cost of the Work, Design-Build Firm shall be entitled to payment from the County for that portion of such costs what were distributed to County as Savings.

4.1.7.2 Should the Design-Build Firm fail to achieve Substantial Completion by the Substantial Completion date identified in the Notice to Proceed (subject to extensions of time permitted by this Contract), then the Design-Build Firm shall not receive shared savings otherwise due the Design-Build Firm pursuant to this Section, if any.

4.1.8 Project Cost Report. Design-Build Firm shall operate and maintain an open and transparent system of pricing and charging for costs incurred during the course of the Project which shall be updated to include actual costs incurred. A report on costs shall be prepared and provided on a monthly basis, to the County. Design-Build Firm agrees to make such changes to its system of keeping these records as the County may reasonably request in writing.

4.1.9 Allowable Costs. The terms "Allowable Costs" or "Cost of the Work" shall mean costs reasonably incurred by Design-Build Firm in the proper performance of the Work. The Cost of the Work shall include the following:

- (1) Wages of direct employees of Design-Build Firm performing the Work at the Jobsite, or with the County's agreement, at locations off the Jobsite, provided however, that the costs for those employees of Design-Build

- Firm performing design services shall be calculated on the basis of prevailing market rates for design professional performing such services, or, if applicable, those rates set forth in an exhibit to this Contract.
- (2) Wages or salaries of Design-Build Firm's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Jobsite or working off-site to assist in the production or transportation of material and equipment necessary for the Work.
 - (3) Wages or salaries of Design-Build Firm's personnel stationed at Design-Build Firm's principal or branch offices and performing design and Project administration functions. However, such costs shall be excluded from Design-Build Firm's Fee.
 - (4) Costs incurred by Design-Build Firm for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining Contracts, or which are customarily paid by Design-Build Firm, to the extent such costs are based on wages and salaries paid to employees of Design-Build Firm in performance of the Work on this Contract.
 - (5) The reasonable portion of the cost of travel, accommodations and meals for Design-Build Firm's personnel necessarily and directly incurred in connection with the performance of the Work, provided the costs are agreed to by both Parties.
 - (6) Payments properly made by Design-Build Firm to Subcontractors (including design consultants) for performance of portions of the Work, including bond premiums incurred by such Subcontractors for Subcontracts over \$100,000.
 - (7) Costs of Design-Build Firm's self-performed Work to the extent such self-performed Work is identified in Design-Build Firm's Procurement and Subcontract Plan and authorized by the County.
 - (8) Costs incurred by Design-Build Firm in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work resulted from causes other than the fault or negligence of the Design-Build Firm, or those working by or through Design-Build Firm. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Design-Build Firm shall use its best efforts to obtain recovery from the appropriate source and credit County if recovery is obtained.
 - (9) Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
 - (10) Costs of removal of all nonhazardous substances, debris and waste materials from the Jobsite.
 - (11) Costs incurred in establishing, operating and demobilizing the Jobsite office and other temporary facilities necessary for the performance of the Work.
 - (12) Rental charges for all necessary machinery and equipment rented from an outside company (exclusive of hand tools owned by the workers, used at the Jobsite), including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs at prevailing competitive rates for similar machinery and equipment in the Jobsite vicinity and incurred in the performance of the Work.
 - (13) Rental charges for Design-Build Firm's equipment. Any such rental charges shall be solely based on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the County will be based on one-half the derived hourly rate under this subsection.
 - (14) All fuel and utility costs incurred in the performance of the Work.
 - (15) Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
 - (16) Costs for permits, royalties, licenses, tests and inspections incurred by Design-Build Firm as a requirement of the Contract Documents.
 - (17) Anticipated costs for providing any extended warranties exercised by the County pursuant to Paragraph 12.3 below.
 - (18) Legal costs and court costs reasonably arising from Design-Build Firm's performance of the Work, provided such costs do not arise from disputes between the County and Design-Build Firm.
 - (19) The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by the County, paying legal judgments against Design-Build Firm resulting from such suits or claims, and paying settlements made with County's consent.
 - (20) Deposits which are lost, as caused by the County.
 - (21) Accounting and data processing costs related to the Work.

4.1.10 Reimbursable Costs. The following items will not be subject to any percentage markup (fee) for overhead and profit:

- (1) Performance and Payment Bonds;

- (2) Warranty Bonds;
- (3) Permit Fees;
- (4) Insurance Premiums

4.1.11 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

- (1) Compensation for Design-Build Firm's personnel stationed at Design-Build Firm's principal or branch offices or offices other than the Jobsite office, except allowable costs described in Paragraph 4.1.9 above.
- (2) Overhead and general expenses, except as provided for in Paragraph 4.1.9 above, or which may be recoverable for changes to the Work.
- (3) The cost of Design-Build Firm's capital used in the performance of the Work.
- (4) Rental costs of machinery and equipment, except as specifically provided in Paragraph 4.1.9 above.
- (5) Costs, if any, which would cause the GMP to be exceeded, unless agreed to in writing by both parties in accordance with this Contract.
- (6) Any other labor related costs not defined under Paragraph 4.1.9 that is not approved by the County at the time of the GMP.
- (7) Expenses for travel, including Design-Build Firm-supplied vehicles for personal use, incurred by Design-Build Firm's employees while traveling for purposes other than the direct execution of the Work.

4.1.12 Final GMP. At the completion of the Project, the Final GMP shall not include unused Contingency or Owner-Direct Purchases.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Scope 1 Design and GMP Development (and within thirty (30) calendar days after receipt of the GMP Amendment for Scope 2 Final Design and Construction and Commissioning), Design-Build Firm shall submit to the County and to the Project Manager a Schedule(s) of Values allocating the Contract Price to the various portions of the Work, if such Schedule of Values is not already provided in Exhibit A or the GMP Proposal. Design-Build Firm's Schedule(s) 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. Design-Build Firm shall not imbalance the Schedule(s) of Values nor artificially inflate any element thereof.

4.2.2 Upon approval by the County, the Schedule(s) of Values shall be used as a basis for Design-Build Firm's Application for Payment. The total of all payments in the Schedule(s) of Values must at all times be equal to the Contract Price for the Design-Build Work. No progress payments shall be made to Design-Build Firm until acceptable Schedule(s) of Values are submitted as described in Paragraph 4.2.1 above.

4.3 Measurement and Payment

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 Design-Build Firm's submittal of the initial Application for Payment, Design-Build Firm shall have delivered the following documents.

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

The County will not make any payment to Design-Build Firm until Design-Build Firm has complied with these requirements for each Scope of the Project.

4.4.2 On or before the fifteenth (15th) day of each calendar month, or as otherwise agreed to by the Parties, Design-Build Firm 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 Design-Build Firm. 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 Design-Build Firm 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 Design-Build Firm and the County's Project staff, Design-Build Firm 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 Design-Build Firm'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 Design-Build Firm an amount not to exceed five (5%) percent of payment as retainage until all Work is fifty percent (50%) complete, at which point the County shall not withhold additional retainage. Upon Substantial Completion, the County shall release all retainage withheld to the Design-Build Firm except for an amount equal to one hundred fifty percent (150%) of the cost of remaining work. As components of the Work are completed, the remaining retainage shall be released, provided there are no circumstances which would cause the County to withhold the retainage. In the event the County has issued a Notice of Default, or assesses liquidated damages, the County may elect not to reduce the amount of retainage withheld. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Design-Build Firm, 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 Design-Build Firm.

4.4.5 Design-Build Firm 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 Design-Build Firm may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during each Scope of the Project. Design-Build Firm shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager and include progress as-builts for the Work. Design-Build Firm shall not combine Scope 1 Design and GMP Development and Scope 2 Final Design and Construction and Commissioning Applications for Payment on the same form. Applications for Payment shall be on a form provided by the County, unless otherwise approved by the County, in writing. In the event the County approves an alternate Application for Payment, Design-Build Firm shall include, at a minimum, the following on each Application for Payment:

- (1) The Contract Number;
- (2) A unique Application for Payment number;
- (3) Design-Build Firm's legal name and address;
- (4) Taxpayer identification number (Design-Build Firm's federal employer identification number);
- (5) Brief description of the completed Work, in accordance with Design-Build Firm's Schedule of Values;
- (6) The original Contract Price including approved Change Order amounts; and,
- (7) Preferred remittance address, if different from the mailing address.

Design-Build Firm's Fee shall be identified as a separate line item on each Application for Payment and shall be proportional to the percentage of the Work completed, less payments previously made on account of Design Builder's Fee.

The County may require any other information from Design-Build Firm that the County deems necessary to verify Design-Build Firm's Application for Payment. No later than ten (10) calendar 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 Design-Build Firm's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Design-Build

Firm meets the following conditions:

- (1) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- (2) 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
- (3) 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 Design-Build Firm, and shall not include any overhead or profit to Design-Build Firm.

4.5.3 Each Application for Payment shall be signed by Design-Build Firm and shall constitute Design-Build Firm'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 Design-Build Firm knows of no reason why payment should not be made as requested. Design-Build Firm'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 Design-Build Firm must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Design-Build Firm, 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 Design-Build Firm's Subcontractors or suppliers without advance notice to or consent of Design-Build Firm. If joint checks are issued following claims by Design-Build Firm'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, Design-Build Firm. 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm, if:

- a) Any Claims are made against Design-Build Firm 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 Design-Build Firm's Indemnification obligations under Section 11.2 below;
- c) Design-Build Firm fails to pay Subcontractors or others in full and on-time;
- d) Design-Build Firm fails to submit schedules, reports, or other information required under the Contract;
- e) Design-Build Firm fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Design-Build Firm 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) Design-Build Firm is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Design-Build Firm or property of the County connected with performance under this Contract are not promptly removed by Design-Build Firm 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 Design-Build Firm. If the amount of such withheld payments or other monies due Design-Build Firm under the Contract is insufficient to meet such cost, or if any Claim or lien against Design-Build Firm is discharged by the County after final payment is made, Design-Build Firm 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 Inspection (Scope 2 Design and Construction)

4.7.1 The following items shall be completed prior to Design-Build Firm's request for a Final Completion inspection of Design Build Work under Scope 2:

- a) All general construction completed;
- b) Pipelines are installed, have been pressure tested, and have been permitted or approved for use by FDEP or SJCUD as applicable;
- c) Project Jobsite cleared of Design-Build Firm's excess equipment, storage shacks, trailers, and/or building supplies;
- d) Project record Drawings and Specifications submitted in accordance with the Contract Documents;
- e) Preliminary as-built drawings submitted;
- f) 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; and
- i) All required spare parts and special tools provided.

4.7.2 When all Design-Build Work is finally complete and Design-Build Firm is ready for a final inspection, Design-Build Firm shall provide written notice to the County and the Project Manager. The Project Manager, with Design-Build Firm's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Design-Build Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Design-Build Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Design-Build Firm will be notified in writing of deficiencies. After correcting all deficiencies Design-Build Firm 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 Design-Build Work provided Design-Build Firm has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

4.8 Final Payment

4.8.1 Scope 1 Design and GMP Development. Before being eligible for final payment of any amounts due, the Design-Build Firm shall deliver to the County all Work Product (as defined in Section 5.4 below) prepared by and for the County under this Contract. The Design-Build Firm shall clearly state "Final Application for Payment" on the Design-Build Firm's final/last billing to the County for Scope 1 Design and Development. This shall constitute Design-Build Firm's certification that all Work has been properly performed, and all charges, costs and expenses have been invoiced to the County. Any other charges, costs or expenses not properly included on this Final Application for Payment are waived by Design-Build Firm.

4.8.2 Scope 2 Final Design and Construction and Commissioning. Upon Design-Build Firm's receipt of the Certificate of Final Completion, Design-Build Firm may submit a final Application for Payment provided the following has been completed or submitted with such final payment application:

- (1) Deliver to the County all Work Product prepared by and for the County under this Contract (as defined in Paragraph 5.4 below);
- (2) Complete all items applicable to the Work identified in Paragraph 5.4.2;
- (3) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
- (4) Consent of Surety for final payment and/or retainage;
- (5) Final Waiver and Release of Claim signed by Design-Build Firm;
- (6) Submittal of final corrected as-built (record) Drawings;
- (7) Settlement of Liquidated Damages, as applicable; and
- (8) Settlement of liens and Claims, if any.

4.8.2.1 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Design-Build Firm except for those Claims previously made in writing against the County by Design-Build Firm, pending at the time of Final Payment, and identified in writing by Design-Build Firm as unsettled at the time of its Final Application for Payment.

4.8.2.2 In the event Design-Build Firm fails to make a Final Application for 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 Design-Build Firm. The County may set off against the final payment any amounts due to County from Design-Build Firm arising out of or under this or any other Contract between them.

ARTICLE V DESIGN-BUILD FIRM RESPONSIBILITIES

5.1 Performance

5.1.1 Design-Build Firm 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 Design-Build Firm's ability to satisfy its contractual obligations hereunder. Design-Build Firm warrants that neither it nor any Subcontractor is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Design-Build Firm shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

5.1.2 Design-Build Firm shall throughout the performance of Work under this Contract, cooperate with the County, and shall perform its responsibilities, obligations and services in a timely manner so as to meet all of its obligations under this Agreement.

5.1.3 Design-Build Firm 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 Design-Build Firm performs any portion of the Work where Design-Build Firm 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, Design-Build Firm shall bear responsibility for such performance and shall bear the cost of correction.

5.1.4 Design-Build Firm shall perform the Work strictly in accordance with this Contract.

5.1.5 Design-Build Firm shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Design-Build Firm 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 County or occupant because of the performance of the Work, Design-Build Firm shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Design-Build Firm 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 County or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Design-Build Firm's or a Subcontractor's performance of the Work.

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

5.1.7 Design-Build Firm 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, Design-Build Firm shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Design-Build Firm ("Authorized Representative") during all phases of the Design-Build Work. All communications given to the Authorized Representative shall be binding upon Design-Build Firm. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 15.26

titled "Written Notice". Any such addition, removal or change is subject to the County's approval.

5.2.2 At all times during Scope 2 Final Design and Construction and Commissioning, Design-Build Firm 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. Design-Build Firm 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. Design-Build Firm 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. Design-Build Firm 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, Design-Build Firm shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Design-Build Firm'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 Design-Build Firm 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 any construction Work, Design-Build Firm 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 Design-Build Firm's Superintendent.

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

5.3.6 Drug Free Workplace. By signing this Contract, Design-Build Firm 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). Design-Build Firm'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). Design-Build Firm 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. Design-Build Firm 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 Design-Build Firm.

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, Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm, its Subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Design-Build Firm shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Design-Build Firm's sole cost and expense. Further, Design-Build Firm 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.

5.4 Ownership of Work Product

5.4.1 All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Design-Build Firm or Subcontractor, or purchased under this Contract, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Design-Build Firm shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Design-Build Firm's Work Product.

5.4.2 The Design-Build Firm may not reuse Work Product developed by Design-Build Firm for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Design-Build Firm agrees to such reuse in accordance with this provision. Any plans which the Design-Build Firm provides under this Contract shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes. In the event the County alters the Work Product, or any portion(s) thereof, for reuse, the County shall indemnify and hold the Design-Build Firm, and anyone working by or through the Design-Build Firm harmless from and against any and all claims, damages, liabilities, losses, and expenses including reasonable attorneys fees arising from the County's alteration of the Work Product.

5.4.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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 Design-Build Firm 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 Design-Build Firm. 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 Design-Build Firm.

6.1.4 The Project Manager shall review Design-Build Firm's Applications for Payment and shall confirm to the County for payment to Design-Build Firm, those amounts then due to Design-Build Firm 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 Design-Build Firm's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Design-Build Firm'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 Design-Build Firm believes that acts or omissions of the County constitute a change to the Work, Design-Build Firm shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Design-Build Firm, 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 Design-Build Firm. Design-Build Firm shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Subject to Exhibit B Procurement and Subcontract Services attached hereto, Design-Build Firm may engage Subcontractors as required to perform the Work and fulfill Design-Build Firm's obligations under this Contract. Work performed by a Subcontractor shall be pursuant to an appropriate agreement between Design-Build Firm and the Subcontractor that specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Contract. Nothing contained in the Contract Documents shall create any contractual relationship between the County and any such Subcontractor nor shall it create any obligation on the part of the County to pay or cause the payment of any moneys due any such Subcontractor except as may otherwise be required by Applicable Law.

7.1.2 Design-Build Firm is encouraged to maximize the utilization of Local Business and Minority/Disadvantaged Business Enterprises when procuring subcontracted services, where the use of such Suppliers is reasonable and in the best interest of the Project. Design-Build Firm is not obligated to utilize any such Suppliers at any specified percentage under this Contract.

7.1.3 Design-Build Firm shall retain full responsibility to the County 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 Design-Build Firm.

7.1.4 Design-Build Firm shall give personal attention to fulfillment of the Contract and shall keep the Work under Design-Build Firm's control. When any Subcontractor fails to execute a portion of the Work in a manner not consistent with the Contract Documents and industry standards, County may provide written notice to Design-Builder that it desires the Subcontractor to be terminated unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonable commence to cure, such problem, then County may give a second written notice to Design-Builder, and Design-Build Firm shall remove such Subcontractor immediately, and the Subcontractor shall not again be employed on the Project. The County shall not be responsible for added costs to the Design-Build Firm, if any, of employing such replacement. The County will not entertain requests to arbitrate disputes among Subcontractors or between Design-Build Firm 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 Design-Build Firm arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each party, such dispute shall be promptly escalated to Design-Build Firm's Senior Representative and County's Senior Representative, upon the 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.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Design-Build Firm shall submit a Contract claim as provided herein.

8.1.3 Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing a contract claim, Design-Build Firm shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting the all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Design-Build Firm 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 address to which the Assistant Director of Purchasing & Contracts should send their final decision; and
- c) Identification of the final adverse decision or document that is the subject of the contract 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 to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- f) A statement of the grounds for each issue raised in the contract claim; and
- g) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Design-Build Firm deems applicable to the issues raised in 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 either party. The parties are to provide the Assistant Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of any 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 receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Design-Build Firm to the notice address listed herein or by such other means as 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 Design-Build Firm to the County Administrator. Design-Build Firm 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 & Contract's decision. Failure of the Design-Build Firm 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 Design-Build Firm 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. Design-Build Firm 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 increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Design-Build Firm believes that acts or omissions of the County constitute a change to the Work, Design-Build Firm shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Design-Build Firm's written notice must be furnished within seven (7) calendar days of the commencement of the event giving rise to the claim or Design-Build Firm'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 Design-Build Firm's knowledge of the claim, Design-Build Firm 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, Design-Build Firm shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Design-Build Firm 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 Design-Build Firm if a claim for an extension is submitted in accordance with Section 8.1.2 above.

9.2.2 If Design-Build Firm 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 Design-Build Firm's reasonable control and not attributable to Design-Build Firm or Design-Build Firm'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.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather or named storms 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 Design-Build Firm'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 Design-Build Firm shall 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. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Design-Build Firm to additional Contract Time.

9.3 Changes in the Contract Price

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

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, Design-Build Firm 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.
- c) By a manner or method mutually agreed by the County and Design-Build Firm.

9.3.3 If no mutual agreement occurs between the County and Design-Build Firm, then the change in the Contract Price, if any, shall than 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, Design-Build Firm 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 Design-Build Firm that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Design-Build Firm's home office or other non-Job site 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 Design-Build Firm 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 Design-Build Firm representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Design-Build Firm for claims of third parties, including Subcontractors, unless and until liability of Design-Build Firm has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Design-Build Firm'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

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

9.6 Hazardous Waste Mitigation

9.6.1 County acknowledges that any pre-existing hazardous materials located on any Jobsite was not generated or created by the Design-Build Firm. The Design-Build Firm shall notify the Project Manager within forty-eight (48) hours of discovery of any hazardous materials at any Jobsite where Work is being performed. Design-Build Firm shall submit to the Project Manager a proposal for all work associated with remediation of the hazardous materials, including collection, removal, transportation and disposal of the hazardous materials within three (3) calendar days of reporting the discovery to the Project Manager. In the event the County elects to accept the proposal submitted by the Design-Build Firm, the County shall issue a Change Order for the additional work. Any and all mitigation efforts shall be performed in compliance with any and all applicable regulations, codes, rules, laws, ordinances and policies. It is expressly understood that the County is under no obligation to accept the Design-Build Firm's submitted proposal, or to utilize the Design-Build Firm to remediate any hazardous materials.

9.6.2 In the event the County elects to utilize a third-party to remediate any discovered hazardous materials, the County shall coordinate with the Design-Build Firm for all activities related to the remediation efforts. Design-Build Firm agrees to fully cooperate with the County and any third-party in coordination of all remediation efforts. In the event the County utilizes a third-party for remediation of any discovered hazardous materials, the Design-Build Firm shall not be responsible for any remediation efforts, including collection, removal, transportation and disposal, undertaken by the third-party.

9.7 Differing Site Conditions

If during the course of the Work, Design-Build Firm 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 Design-Build Firm, without disturbing the conditions and before performing any Work affected by such conditions, shall, within forty-eight (48) 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 Design-Build Firm's written notice, investigate the site conditions identified by Design-Build Firm. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Design-Build Firm'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 Design-Build Firm may submit a proposal for an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Design-Build Firm 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 Article 8. No request by Design-Build Firm for an equitable adjustment to this Contract under this provision shall be allowed unless Design-Build Firm 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 Design-Build Firm to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Design-Build Firm 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, Design-Build Firm 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 Design-Build Firm in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Design-Build Firm 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, Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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, Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm's ability to meet the authorized Contract Time, Design-Build Firm and County shall negotiate and agree upon any Change Orders for Contract Time and/or Contract Price. Design-Build Firm 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 Design-Build Firm is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Design-Build Firm 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 Design-Build Firm terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Design-Build Firm.

11.2.1.1 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Design-Build Firm. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to Design-Build Firm shall 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 and Design Consultants. No amount shall be allowed for anticipated profit or unperformed work.

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

11.2.1.3 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Design-Build Firm's default, the County shall issue a Notice of Default to the Design-Build Firm, articulating the items which the County finds to be in default of the requirements of this Agreement. Design-Build Firm shall have ten (10) calendar days from receipt of Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Design-Build Firm 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, Design-Build Firm shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.2 Upon receipt of such termination notice Design-Build Firm 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. Design-Build Firm 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 Design-Build Firm to assign Design-Build Firm's right, title and interest under terminated orders or subcontracts to its designee.

11.2.3 Design-Build Firm shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Design-Build Firm hereby grants the County a free and unimpeded right of access to Design-Build Firm'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.

11.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Design-Build Firm shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

11.2.5 For purposes of this Termination provision, Design-Build Firm shall be deemed in default if Design-Build Firm (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 Design-Build Firm, 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 Design-Build Firm and may finish the Work by whatever methods it may deem expedient. In such case, Design-Build Firm shall not be entitled to receive any further payment until the Work is finished.

11.2.6 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, Design-Build Firm shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.7 If, after termination by the County for Design-Build Firm's default, it is determined by a Court of competent jurisdiction that Design-Build Firm 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 STANDARD OF CARE, WARRANTY AND INDEMNITY

12.1 Standard of Care

Design-Build Firm represents that all performed or furnished Design Professional Services shall meet the standard of care ordinarily used by members of the subject profession, having experience with projects similar in scope and complexity and at a similar time and locality. Design-Build Firm further represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Design Professional Services under this Contract and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

12.2 Warranty

12.2.1 Design-Build Firm warrants 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 Work that is in compliance with the Contract Documents, aligns with industry standards, 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.

12.2.2 Design-Build Firm warrants all Design Build Work, including all completed materials, equipment, systems and structures comprising the Project shall be free of 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 Substantial Completion. Design-Build Firm 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. Design-Build Firm shall act sooner as requested by the County in response to an emergency. In addition, Design-Build Firm 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, Design-Build Firm'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, but in no case shall be greater than two years from the date of Substantial Completion.

12.2.3 Design-Build Firm 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 Design-Build Firm.

12.2.4 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 Design-Build Firm 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 Design-Build Firm agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.2.5 In the event that Design-Build Firm 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 Design-Build Firm's sole expense. Design-Build Firm shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.3 Extended Equipment Warranty

During Scope I Design and GMP Development, Design-Build Firm shall provide the County an option for extended warranties (in addition to a standard manufacturer's warranty) on certain materials, equipment, and/or systems ("Equipment") as requested by the County for Design-Build Firm furnished equipment. At the time of providing the option, Design-Build Firm also shall provide information as to the duration of such warranties, the price for such extended warranties (which shall be developed using the same pricing methodology as the pricing for the Equipment to which such extended warranties apply) and any special terms applicable to such extended warranties (each, an "Extended Equipment Warranty"). Design-Build Firm shall also include a provision whereby such Extended Equipment Warranty shall be assigned to the County at the end of the first year of the warranty phase. The County shall have the right to exercise its option for any such Extended Equipment Warranty within the time period specified for the exercise of the option by the Equipment vendor. The cost of the Extended Equipment Warranty shall be included in the GMP Proposals. Extended warranties for Direct Purchase Materials shall be included in the purchase orders described in Paragraph 2.16.1 above.

12.4 Indemnity

12.4.1 Design-Build Firm 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 Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Contract.

12.4.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Design-Build Firm 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 Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Contract.

12.4.3 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 Design-Build Firm" shall be construed to include, but not be limited to, Design-Build Firm, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Design-Build Firm. In accordance with Section 725.06, Florida Statutes, the Design-Build Firm's indemnification obligation shall not exceed the sum of (a) all costs reasonably incurred by the County or any person or entity acting on behalf of the County to complete or correct the Work; or (b) an amount equal to 100% of the Contract Price whichever is greater.

12.4.4 In Claims against any person or entity indemnified hereunder by an employee of Design-Build Firm, 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 11.4 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Design-Build Firm or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.4.5 Design-Build Firm'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.

12.4.6 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.

12.4.7 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.

12.4.8 Design-Build Firm 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 operation or use of the Work, or any part thereof, 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. Design-Build Firm agrees to keep the County informed of all developments in the defense of all such actions.

12.4.9 The indemnification provisions of this Section 11.4 shall survive expiration or earlier termination of this Contract.

12.5 Indemnification and Subcontracts

Any and all Subcontracts of any tier entered into by the Design-Build Firm to design or build the Project shall require Subcontractors to release the County and hold it harmless to the same extent required in Section 11.4 "Indemnity". The release obligations set forth in the Subcontracts shall name the County as an express third-party beneficiary with rights of enforcement of such obligation and shall entitle the County to succeed to Design-Build Firm's rights under such Subcontract. The County shall not, however, be construed as a party to any Subcontract related to the Project nor shall the County in any way be responsible for any or all Claims of any nature whatsoever arising or which may arise from any such Subcontracts.

ARTICLE XIII INSURANCE AND BONDS

13.1 Design-Build Firm'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. Design-Build Firm shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Design-Build Firm has obtained all insurance coverages required under this Section. Certificates of insurance shall clearly indicate Design-Build Firm 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 unless otherwise provided in the Contract Documents or agreed in writing by Design-Build Firm and the County.

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 Design-Build Firm including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Design-Build Firm may have to the County or others. Nothing in this Contract limits Design-Build Firm 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. Certificates of insurance shall include each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the additional insured endorsement for 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

13.3 Workers Compensation & Employers Liability

Design-Build Firm shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02 as now or hereafter amended.

13.4 Commercial General Liability

Design-Build Firm shall procure and maintain during the life of this Contract, Commercial 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 Design-Build Firm 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

Design-Build Firm shall procure and maintain during the life of this Contract, Business 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 Professional Liability

13.6.1 Design-Build Firm shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with limits of \$1,000,000 each claim and aggregate. Design-Build Firm shall maintain Professional Liability for a period of four (4) years, or upon expiration/termination of Professional Liability Coverage, shall obtain 4-year tail coverage. Design-Build Firm's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals. Retroactive date shall not be later than the first date that design work commenced under this Contract.

13.6.2 In the event that Design-Build Firm employs professional architects, engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Design-Build Firm shall require the retained architects, engineers and land surveyors to carry professional liability insurance with limits of \$1,000,000 each claim and aggregate with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.7 Builders Risk

13.7.1 Prior to commencing construction work, Design-Build Firm 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.

13.7.2 The Builder's Risk policy shall identify the County as the sole loss payee and the Design-Builder Firm as the sole loss payees. The policy shall name as insured the County, Design-Build Firm and its subcontractors of every tier. Each insured and the insurer 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 is not contributory. The Builder's Risk policy shall not include a co-insurance clause. The policy shall provide for partial occupancy and use by County, and this coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work; however, occupancy shall not take place until the policy has been amended by endorsement.

13.7.3 The Builder's Risk insurance shall 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).

- a. cover, as insured property, at least the following:
 - i. the Work, which shall specifically include all pipeline work and associated underground work performed by Design-Build Firm, or any subcontractors, 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.
- b. 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).
- c. include (i) performance/start-up and hot testing; (ii) a minimum limit of \$250,000 of 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.

13.7.4 The Builder's Risk Insurance may have a deductible clause. Design-Build Firm shall be responsible for paying any and all deductible costs.

13.8 Excess Liability

Prior to commencing construction work, Design-Build Firm shall procure and maintain Excess Liability insurance in an amount not less than \$5,000,000.00 per occurrence and \$5,000,000.00 per aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess of the underlying Employers Liability, Commercial General Liability, and Commercial Automobile Liability insurance coverages. This policy shall be written on an "occurrence" basis and shall be endorsed to name the County as an "Additional Insured".

13.9 Other Requirements

13.9.1 The required insurance limits identified in Sections 13.4 and 13.5 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Design-Build Firm shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Design-Build Firm of its responsibility herein. Upon written request, Design-Build Firm shall provide County with copies of lower-tier subcontractor certificates of insurance.

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

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

13.10 Payment and Performance Bonds

Design-Build Firm 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 equal to 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 (including the costs of design and non-construction services), 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 Design-Build Firm until Design-Build Firm has provided the County a certified copy of the recorded bond.

ARTICLE XIV DELIVERY OF DOCUMENTS

14.1 Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 14.26 below, the Design-Build Firm agrees all Submittals, Work Product and other documents required by the Contract Documents shall be submitted to the County electronically in any standard interchange software and file naming/format which the County may reasonably request to facilitate the administration and enforcement of this Contract. The cost for preparation and submittal of the foregoing documents is included in the Contract Price.

14.2 All Design-Build Firm Submittals and Work Product of professional engineering plans, shop drawings of designed components, calculations, and other documents prepared by the Design-Build Firm or the Design-Build Firm's subcontractor(s) and submitted to the County under the terms of this Contract shall be stamped and signed with the date of signing clearly indicated by a Professional Engineer currently licensed in the State of Florida. Electronic seals and signatures must comply with the Electronic Signature Act of 1996 and State of Florida licensing requirements, as applicable.

ARTICLE XV MISCELLANEOUS

15.1 Examination of Design-Build Firm'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, records correspondence, receipts, subcontracts, purchase orders, and other data of Design-Build Firm involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Design-Build Firm has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Design-Build Firm shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Design-Build Firm, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

15.2 Backcharges

15.2.1 Upon the County's notification to undertake or complete unperformed Construction Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Design-Build Firm 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 Design-Build Firm for any and all costs thereby incurred by the County.

15.2.2 The County shall separately invoice or deduct and retain from payments otherwise due to Design-Build Firm 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 Design-Build Firm of any of its responsibilities under this Contract and Design-Build Firm shall be responsible for the Backcharge Work as if it were its own.

15.3 Applicable Law

Design-Build Firm and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

15.4 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.

15.5 Arbitration

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Contract in any manner whatsoever.

15.6 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Contract or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

15.7 Assignment and Arrears

15.7.1 Neither the County nor the Design-Build Firm shall assign, transfer, or encumber its interest in this Contract without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Contract, and permit the non-assigning Party to immediately terminate this Contract, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

15.7.2 The Design-Build Firm shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Design-Build Firm further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

15.8 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.

15.9 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.

15.10 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Design-Build Firm 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 Design-Build Firm, 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 Design-Build Firm.

15.11 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.

15.12 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.

15.13 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.

15.14 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Design-Build Firm 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 signed by both parties.

15.15 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 Design-Build Firm's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

15.16 Scrutinized Companies Lists

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, Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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.

15.17 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., Design-Build Firm 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.

- i. Design-Build Firm shall require each of its subcontractors to provide Design-Build Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of this Contract.
- ii. The County, Design-Build Firm, 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.
- iii. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.
- iv. The County and Design-Build Firm 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.
- v. Design-Build Firm acknowledges that, in the event that the County terminates this Contract for Design-Build Firm's breach of these provisions regarding employment eligibility, then Design-Build Firm may not be awarded a public contract for at least one (1) year after such termination. Design-Build Firm further acknowledges that Design-Build Firm 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.
- vi. Design-Build Firm shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

15.18 Equal Employment Opportunity

During the performance of this Contract, Design-Build Firm agrees as follows:

15.18.1 Design-Build Firm will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identify or expression, familial status or genetic information. Design-Build Firm 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. Design-Build Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

15.18.2 Design-Build Firm will, in all solicitations or advertisements for employees placed for, by, or on behalf of Design-Build Firm, 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. 15.18.3 Design-Build Firm 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 Design-Build Firm's legal duty to furnish information.

15.18.3 Design-Build Firm 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 Design-Build Firm'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.

15.18.4 Design-Build Firm 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.

15.18.5 Design-Build Firm 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.

15.18.6 In the event of Design-Build Firm'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 Design-Build Firm 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.

15.18.7 Design-Build Firm will include the provisions of paragraphs 14.19.1 through 14.19.8 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. Design-Build Firm 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 Design-Build Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Design-Build Firm may request the United States to enter into such litigation to protect the interest of the United States.

15.19 Public Records

15.19.1 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm or keep and maintain for inspection and copying all public records required by the County to perform the Work.

15.19.2 If Design-Build Firm, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Design-Build Firm 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, Design-Build Firm 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.

15.19.3 Failure by Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF DESIGN-BUILD FIRM 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

15.20 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), Design-Build Firm shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

15.21 Anti-Bribery

Design-Build Firm 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. Design-Build Firm 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. Design-Build Firm shall immediately notify the County of any violation (or alleged violation) of this provision.

15.22 Truth-In-Negotiation Representation

By execution of this Contract, Design-Build Firm hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Contract are accurate, complete and current as of the date of entering into this Contract. The Parties agree that the County may adjust the original Contract Price and any additions thereto to exclude any significant sums by which the County determines the Contract Price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

15.23 Contingency Fee

The Design-Build Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Build Firm to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Build Firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Failure by Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

15.24 Conflict of Interest

15.24.1 The Design-Build Firm represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Design-Build Firm further represents that no person having any interest shall be employed for said performance.

15.24.2 The Design-Build Firm shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Design-Build Firm's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Design-Build Firm 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 Design-Build Firm.

15.24.3 The County agrees to notify the Design-Build Firm of its opinion by certified mail within 30 days of receipt of notification by the Design-Build Firm. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Design-Build Firm, the County shall so state in the notification and the Design-Build Firm shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Design-Build Firm under the terms of this Contract.

15.25 Written Notice

15.25.1 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 Design-Build Firm'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
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear
Email Address: jlocklear@sjcfl.us

Jacobs Project Management Company
643 SW 4th Avenue Suite 400
Gainesville, FL 32601
Attn: Dave Schoster
Email Address: dave.schoster@jacobs.com

With a copy to:

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

15.25.2 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 Design-Build Firm 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. Design-Build Firm's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Design-Build Firm.

County

St. Johns County, Florida (Seal)
(Typed Name)

By: *James T. Heckler*
Signature of Authorized Representative

James T. Heckler
Printed Name

Asst Director Purchasing & Contracts
Title

9/14/2022
Date of Execution

Design-Build Firm

Jacobs Project Management Company (Seal)
(Typed Name)

By: *Ronald E. Williams*
Signature of Authorized Representative

Ronald E. Williams Regional Director
Printed Name & Title

September 12, 2022
Date of Execution

ATTEST:

**St. Johns County, Florida
Clerk of Courts**

By: *Crystal Smith*
Deputy Clerk

9/14/2022
Date of Execution

Legally Sufficient:

[Signature]
Deputy County Attorney

9/14/22
Date of Execution



FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	22-MAS-JAC-16887
Project Title:	Design-Build Services for New SR 207 WRF & Associated Improvements

The undersigned Design-Build Firm hereby swears under penalty of perjury that:

1. Design-Build Firm 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

Design-Build Firm’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__

Design-Build Firm: Jacobs Project Management Co.

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
DESIGN-BUILD FIRM'S FINAL RELEASE AND WAIVER OF LIEN

County: St. Johns County (hereafter "County")	County Department/Division: SJC Utility Dept
Contract No.: 22-MAS-JAC-16887	Design-Build Firm Name: Jacobs Project Management Co.
Project: Design-Build Services for New SR 207 WRF & Associated Improvements	Design-Build Firm Address:
Project Address:	Design-Build Firm 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__

Jacobs Project Management Co.
Design-Build Firm/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.

Exhibit A – Scope 1 Scope of Work and Fee Proposal

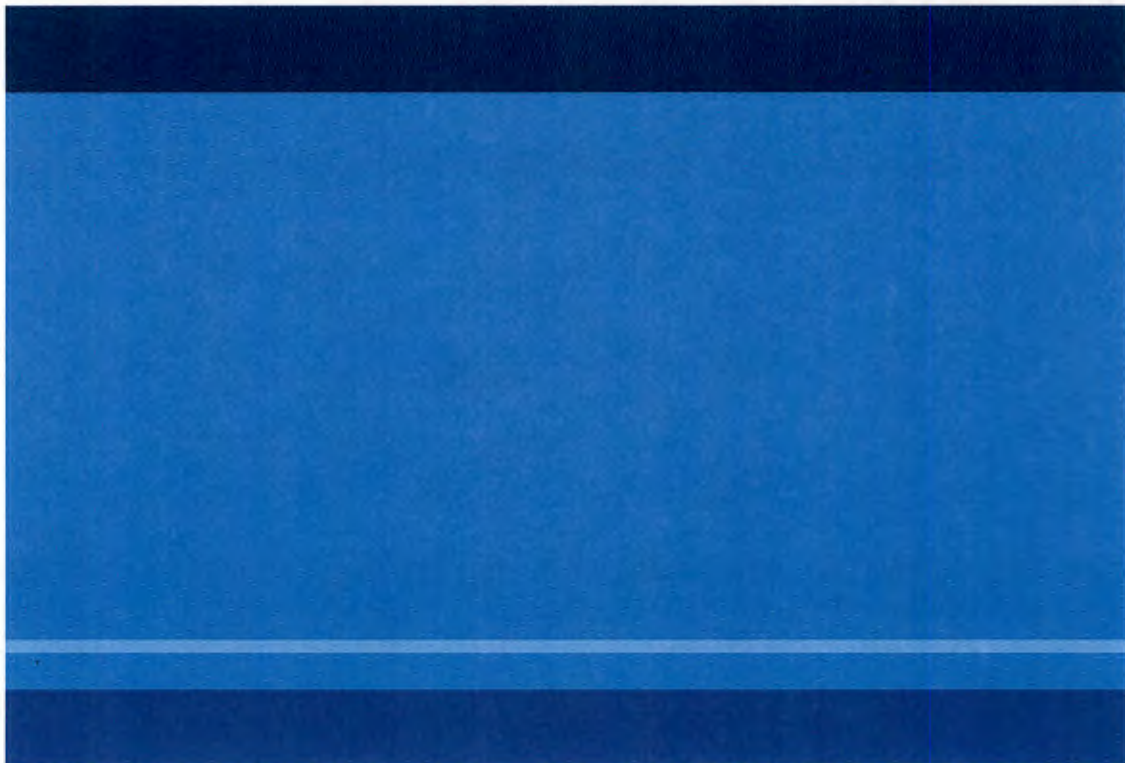
Version No: Final

**Design-Build Services for New State Road 207 Water Reclamation
Facility and Associated Improvements**

St. Johns County Utility Department

Document No: PPS0728220828GNV

August 19, 2022



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Exhibit A – Scope 1 Scope of Work and Fee Proposal

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Acronyms and Abbreviations

ADF	average day flow
BOCC	Board of County Commissioners
County	St. Johns County
CPM	Critical Path Method
DM	design manager
DRC	Development Review Committee
EM	estimate manager
ERP	Environmental Resource Permit
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FECR	Florida East Coast Railway
GIS	geographic information system
GMP	guaranteed maximum price
GPM	gallon(s) per minute
HDD	horizontal directional drilling
HDPE	high-density polyethylene
I-95	Interstate 95
I&C	instrumentation and control
LF	linear foot (feet)
MG	million gallon(s)
MGD	million gallon(s) per day
NTP	Notice to Proceed
ODP	owner direct purchase
PER	preliminary engineering report
PM	project manager
QC	quality control
RAI	request for additional information
RAS	return activated sludge
RICE	Reciprocating Internal Combustion Engines

Exhibit A – Scope 1 Scope of Work and Fee Proposal

SCADA	supervisory control and data acquisition
SJCUD	St. Johns County Utility Department
SPT	standard penetration test
SR	State Road
SR 207 WRF	State Road 207 Water Reclamation Facility
SUE	subsurface utility engineering
TBD	to be determined
US 1	U.S. Route 1
USACE	U.S. Army Corps of Engineers
UV	ultraviolet
WAS	waste activated sludge
WRF	water reclamation facility

Background

The St. Johns County Utility Department (SJCUD) must expand the system capacity for wastewater treatment and water reclamation for the State Road (SR) 207 and Anastasia Island wastewater service areas due to growth within the County and limitations on the current system's capacity. The successful completion of the New State Road 207 Water Reclamation Facility (SR 207 WRF) and Associated Improvements Project (the Project) shall provide for a new water reclamation facility (WRF) and associated reclaimed water and force main pipelines as well as the wastewater master pump stations and a reclaimed booster pump station that will provide for future growth and system expansion to accommodate the capacity needs for the relative service areas for years to come.

St. Johns County (the County) intends to design and construct a new WRF and associated improvements to serve as an advanced wastewater treatment facility with a rated capacity of 3.25 million gallons per day (MGD) expandable in the future to 6.5 MGD on an average basis. The project will be completed in two scopes under a single progressive design-build agreement. The first phase of the project consists of two scopes of work: Scope 1, Design and Guaranteed Maximum Price (GMP) Development Services, and Scope 2, Final Design, Construction, and Commissioning Services. During the first phase of the project, the WRF shall be designed and constructed to handle 3.25 MGD, fully functional, and placed into operations at the completion of Scope 2. The second phase of the project will be designed and constructed at a later date (not in the scope of this project). The WRF will treat water to be 100% recycled and reusable for irrigation purposes and applied to the County's existing reclaimed water distribution system.

This project is being completed as a progressive design-build project, with the following stages:

1. Scope 1: Design and GMP Development Services
2. Scope 2: Final Design, Construction, and Commissioning Services

This document provides the Scope 1 Scope of Work, Schedule and Fee for SJCUD's New SR 207 WRF and Associated Improvements Project. Scope 2 services shall be included in up to two subsequent GMP amendments and delivered at different times per the attached schedule prior to the end of the Scope 1 services.

Scope 1 - Design and Guaranteed Maximum Price Development Services

The Project will include the design, permitting, and construction of a new WRF to consolidate wastewater flows from the SR 207 service area and portions of the Anastasia Island wastewater service area, as well as the major transmission pipeline, a reclaimed water booster pump stations and up to two wastewater master pump stations to divert wastewater flows to the new WRF and convey the highly treated reclaimed water from the WRF to the County's reclaimed water service areas. The new WRF will be constructed on a site north of the Coquina Crossing subdivision located at 3000 State Road 207, Elkton, FL 32033.

This Project will require the WRF to be designed and constructed with a capacity of 3.25 MGD, and the WRF must be fully functional and placed into operations at the completion of this Project. The project also includes all required transmission piping to convey sewer to the new facility and to transmit final treated effluent to customers as reuse water or to the effluent disposal system.

The Design-Build Firm will consider a similar treatment process and equipment components that were used in the Players Club WRF, located at latitude 30° 11' 12.41" N, longitude -81° 23' 37.26" W, on 1100 ATP Tour Blvd, TPC Parking Sawgrass, Ponte Vedra Beach, Florida and Recommended Design Standards in the attached Design Criteria Package (Appendix A).

The Scope 1 services for the Project provided by the Design-Build Firm include the following major tasks:

- Task 1 – Water Reclamation Facility and Reclaimed Water Pump Station Design and Permitting
- Task 2 – Pipelines and Wastewater Master Pump Station Design and Permitting
- Task 3 – Preconstruction Services
- Task 4 – Allowance for Additional Services

Exhibit A – Scope 1 Scope of Work and Fee Proposal

New Water Reclamation Facility and Reclaimed Water Storage and Pump Stations

The Design-Build Firm will design, permit, and construct a 3.25-MGD (expandable to 6.5-MGD) advanced WRF located on the designated County-owned property. The WRF may be designed to provide future expansion capacity in 1.625-MGD increments or such increments that are efficient for the treatment process approved by SJCUD. The Scope 1 schedule and level of effort are based on the project scope of work assumed in Table 1.

Table 1. Project Scope of Work

Item No.	Facility/System	Phase 1 (3.25 MGD Current Phase)	Phase 2 (Future Expansion to 6.5 MGD)
1	Headworks	3 screen channels with 2 installed screens and 1 manual bar rack backup screen plus 1 grit removal unit	Add second grit unit to existing channel
2	Bioreactor Splitter Box	4-way split to accommodate Phase 1 and future expansion	
3	Bioreactors	2 trains in 4-stage Bardenpho configuration	Add 2 more trains same size as Phase 1
4	Blower/Electrical Building	High-speed turbo blowers to supply air to the treatment process and associated electrical room in a single building	Add blowers to existing Phase 1 building; Add switchgear to existing Phase 1 Electrical Room
5	Secondary Clarifiers	2 clarifiers with spiral rake mechanisms	Add 1 clarifier
6	RAS/WAS Pump Station	3 RAS pumps (2 duty + 1 spare) and 2 WAS pumps (1 duty + 1 spare) on concrete pad to serve Phase 1 clarifiers	Add pump to pump station for third clarifier
7	Secondary Clarifier Splitter Box	3-way split to accommodate future third clarifier	
8	Disk Filters	2 package disk filters in steel tanks with or without canopy cover	Add filter unit(s).
9	UV Disinfection	2 channels with space for future banks under canopy cover	No addition. Add banks to Phase 1 channels
10	Transfer Pump Station (contiguous with UV)	Space for 3 vertical turbine pumps plus 2 future pumps	Add pumps to Phase 1 structure
11	UV Electrical Building	Building to house electrical gear for UV system including space for future expansion	No addition
12	Sodium Hypochlorite Storage and Feed	1 tank plus feed pumps under canopy cover for onsite water use. Consider use for maintaining a chlorine residual in offsite reclaimed water distribution.	Addition of second tank.
13	Aerobic Sludge Storage	1 coarse-bubble aerated tank	Add second tank of same size
14	Sludge Holding Tank Blowers	2 positive displacement blowers (1 duty + 1 standby blower)	Add 1 duty blower
15	Odor Control	Biotrickling filter and blower to serve headworks	No addition
16	Dewatering and Chemical Feed Building	Single-story building with a 3-belt filter press, sludge feed pump, polymer storage and feed, and chemical feed pumps for alum and supplemental carbon	Add second 3-belt filter press and chemical feed pumps
17	Bulk Chemical Storage (alum and MicroC)	2 tanks for alum, 1 tank for MicroC	Expand storage

Exhibit A – Scope 1 Scope of Work and Fee Proposal

Item No.	Facility/System	Phase 1 (3.25 MGD Current Phase)	Phase 2 (Future Expansion to 6.5 MGD)
18	Reject Storage	2 open-top tanks (3.25-MG each)	No addition
19	Reject Return Pump Station	Horizontal end suction pumps on slab on grade	No addition
20	Operations Building	Similar to Players Club WRF building	No addition
21	Backup Power Generators	1 generator with belly tank or separate fuel tank (or potentially 2 smaller units if there are schedule advantages)	Add one generator same size as Phase 1
22	Plant Drain Pump Station	1 pump station	No addition
23	Onsite Reclaimed Water Pump Station for plant process water	Horizontal end suction pumps on slab on grade with hydropneumatic tank	Add one pump for Phase and add one hydropneumatic tank
24	ODP Storage Building (Future Maintenance Building)	Metal storage building for use during construction to become storage and maintenance building for WRF after construction	None
25	Reaeration Blowers	2 positive displacement blowers with enclosures on slab on grade	Add 2 positive displacement blowers with enclosures on slab on grade
26	Internal Recycle Pump Station	Submersible propeller pumps with slab on grade on each side of biological nutrient removal tanks for check valve, plug valve and flow meter.	Same as Phase 1
27	Onsite Reclaimed Water Pump Station and Generator	High-service pumps with flow range and discharge pressure to be defined by SJCUD; a single-story, two-room building where all pumps, mechanical, and electrical for the pump station will be housed; and one emergency backup generator	Add pumps to Phase 1 structure
28	Reclaimed Water Storage tanks	2 covered tanks with rainwater harvesting (4.5-MG each)	Add 2 tanks to provide for future expansion up to 18.0 MG of onsite storage
29	Offsite Reclaimed Water Booster Pump Station and Generator	One 2-MG concrete ground storage tank; high-service pumps with flow range and discharge pressure to be defined by SJCUD; a single-story, two-room building where all pumps, mechanical, and electrical for the pump station will be housed; and emergency backup generator.	Add pumps to Phase 1 structure
30	Storm Water Pond(s)	As determined necessary for Phase 1 and 2 facilities and impervious area	
31	Access Road	Entrance Road – 20-foot wide 2-lane asphalt paved road with 4-foot shoulder on either side	
32	Vac Truck unloading facility	Concept to be developed as part of design	
33	Space for future solids processing system	Leave space onsite for potential future solids processing to produce Class A biosolids, such as a dryer	

Exhibit A – Scope 1 Scope of Work and Fee Proposal

Item No.	Facility/System	Phase 1 (3.25 MGD Current Phase)	Phase 2 (Future Expansion to 6.5 MGD)
34	Space for future septage receiving station	Leave space onsite for potential future septage receiving station next to Vac Truck unloading facility	

MG = million gallon(s)

ODP = Owner Direct Purchase

RAS = return activated sludge

UV = ultraviolet

WAS = waste activated sludge

Water Reclamation Facility Supplemental Infrastructure

In addition to the new WRF facilities, Scope 1 includes the following additional infrastructure, such as underground utilities and site civil improvements:

- Site civil improvements and yard piping
 - Yard piping: Design-Build Firm shall design all process piping and drains.
 - Onsite utilities: Potable water and fire protection will be provided by an assumed new water main and served from the existing 24-inch water main located along SR 207 per the most recent versions of the Florida Fire Prevention Code, NFPA 1 Fire Prevention Code, 101 (Life Safety Code) and the St. Johns County Land Development Code, Part 6.03.00. Provide the design of an onsite potable water system to serve the facility and the non-potable water to be used for process water and landscape irrigation.
 - Landscaping and irrigation: The landscaping shall be designed in compliance with the Special Use Zoning Permit and the St. Johns County buffer, landscape and tree ordinance. Buffer areas or portions where natural vegetation provides adequate visual screen will remain natural and undisturbed by clearing or any construction activity. Where natural vegetation is inadequate, supplemental plantings will be selected for natural survival expectancy and the ability to meet requirements. Onsite irrigation will be provided by the onsite reclaimed water distribution system to support the landscaping and grassed areas throughout the site.
 - Site work: The civil site work includes providing stormwater facilities onsite, including a swale system, a detention pond, control structures, and a 20-foot-wide paved access road within the plant boundary. Parking requirements shall comply with the requirements of the St. Johns County Land Development Code. All internal driveways shall have minimum turning paths to accommodate an interstate semitrailer (up to a WB-62 design vehicle).
 - Road access modifications to the new facilities and supplemental stormwater management (collection and ponds)
 - Relocation of the existing Florida Department of Transportation (FDOT) pond and tie-in of the new WRF access road to SR 207. This relocation of the pond will allow the access road to the WRF to align with the existing Coquina Crossing Drive and SR 207 intersection. The design will depict the limits of land clearing and tree removal, demolition, site grading and earthwork, stormwater drainage systems, and access road as well as the required maintenance of traffic along SR 207.
- Electrical improvements
 - The design services will include the necessary coordination to provide an electrical service through a 480-volt, 3-phase, 3-wire service from Florida Power & Light (FP&L). Emergency power will be provided from a new standby generator through the automatic transfer switch. The standby generator will be housed in a sound-attenuated non-walk-in weatherproof enclosure and its associated above-grade diesel fuel storage tank will be installed on a concrete pad near the electrical building.
- Instrumentation and control (I&C) improvements

Exhibit A – Scope 1 Scope of Work and Fee Proposal

- The I&C system shall consist of field-mounted measurement control devices hardwired to a central instrumentation control panel. The plant equipment will be monitored and controlled both locally and remotely from the supervisory control and data acquisition (SCADA) system.

Pipelines Distribution and Wastewater Master Pump Stations

Reclaimed Water Transmission Pipelines

The Design-Build Firm will design, permit, and construct three major reclaimed water transmission pipelines to connect the new WRF to the County's existing reclaimed water infrastructure as more specifically described in Appendix A Design Criteria.

New Wastewater Master Pump Stations

The Design-Build Firm will design, permit, and construct two wastewater master lift stations to convey flows from the existing SR 207 WRF and the flows redirected from the SR 207 and U.S. Route 1 (US 1) service areas as more specifically described in Appendix A Design Criteria.

New Wastewater Force Mains

Design, permit and construct four major wastewater force mains to connect the new WRF to the County's existing wastewater infrastructure as more specifically described in Appendix A Design Criteria.

Task 1 – Water Reclamation Facility and Reclaimed Water Pump Station Design and Permitting

The Task 1 design and permitting services for the WRF and reclaimed water pump station facilities include the following major subtasks:

- Subtask 1.1 – Pre-Engineering Services
- Subtask 1.2 – Preliminary Engineering
- Subtask 1.3 – Design Services
- Subtask 1.4 – Permitting Services

Subtask 1.1 – Pre-Engineering Services

Subtask 1.1.1 – Project Kickoff Meetings

Within 10 days of Notice to Proceed (NTP), the Design-Build Firm will lead an overall project kickoff meeting and a WRF and reclaimed water pump station kickoff meeting at either an SJCUD location or the Design-Build Firm's office to make introductions, discuss the communication protocols, project goals and objectives, delivery plan for design, permitting, preconstruction and construction services, budget, schedule, phasing, scope, design standards and criteria, potential value engineering and time-saving ideas, and any other mutually agreed-upon critical topics to establish a quick and efficient start.

Deliverables:

- Meeting agenda
- Draft and final meeting minutes, electronic copy (PDF)

Meeting:

- One 2-hour overall project kickoff meeting
- One 6-hour WRF and reclaimed water pump station kickoff meeting

Assumption:

- None.

Subtask 1.1.2 – Surveying and Subsurface Utility Engineering

As-needed subsurface utility engineering will be provided by the Design-Build Firm at the WRF site for the upland areas. A topographical and boundary survey and as-needed subsurface utility engineering will be provided by the Design-Build Firm at the one offsite reclaimed water booster pump station site. The surveyor will also locate existing trees and determine the size and species of existing trees. At the time this scope of work was created, these services could not be accurately defined, thus an allowance item for these services has been included in Task 4. All labor and expenses for the firm to support these services is also included in this allowance item.

Deliverables:

- A hard copy signed and sealed and a digital copy of the survey and surveyor's report, along with their field notes, will be provided for each site as described in this subtask.
- Latest survey file in AutoCAD
- Surveyed drawing showing location, depth, size, and material description for items located via ground-penetrating radar and vacuum excavations.
- Other items mutually agreed-upon and included in the allowance authorization scope of work

Exhibit A – Scope 1 Scope of Work and Fee Proposal

- Tree Inventory within the WRF and reclaimed water booster pump station footprint based on the St. Johns County Regulations

Assumptions:

- A boundary survey for the WRF site has already been performed by a subconsultant directly contracted to SJCUD. SJCUD will provide this survey prior to NTP.
- A topographical survey and location of the wetland delineation flagging at the proposed WRF site performed by a subconsultant directly contracted to SJCUD is being performed by another subconsultant directly contracted to SJCUD. It is assumed SJCUD will provide these surveys no later than October 10, 2022 and that the survey subconsultant will provide information as it is collected in order to keep up with the Design-Build Firm's planned schedule herein for the WRF.
- All legal descriptions needed for easements will be provided by SJCUD.

Subtask 1.1.3 – Geotechnical Borings, Soil Testing, Analyses, and Report

The Design-Build Firm will conduct geotechnical investigation required at the WRF site, the offsite reclaimed water booster site to support the design and construction of the project. At the time this scope of work was created, the exact geotechnical services needed could not be accurately defined, thus an allowance item for these services has been included in Task 4. All labor and expenses for the firm to support these services is also included in this allowance item. The geotechnical allowance is based on the following assumptions outlined in this subtask. Actual services will be determined during delivery and submitted via an allowance request.

- Review previous geotechnical work performed at the site, if any.
- Perform approximately 47 total soil borings with 27-standard penetration test (SPT) and 20-cone penetration test (CPT), depths ranging from 20 to 80 feet, within the footprint of proposed structures. An estimated total of approximately 2,700 feet of drilling will be performed. Disturbed and undisturbed soil samples will be recovered for the purpose of proper classification and laboratory testing. If clayey material is encountered, three undisturbed soil samples will be collected using Shelby tubes. Clay soil samples will be subjected to one-dimensional consolidation testing. One-dimensional tests will be performed to determine the consolidation characteristics of the soil.
- The geotechnical investigation is planned to be performed in a 2-phase approach. SPT borings will be performed in the first phase with cone-penetration testing borings following in the second phase to account for any changes in the site layout, specifically with regards to the reclaimed water storage tanks.
- Perform double-ring infiltration tests to determine hydraulic conductivity of the soils. It is anticipated the double-ring infiltration tests will be performed at a depth of 1 to 4 feet below grade.
- Perform soil laboratory testing to support proper soil classification and determine soil engineering parameters. Soil laboratory testing will consist of gradation analyses, Atterberg Limits determination, consolidation, and compaction characteristics of the soil. In addition, corrosivity testing will be performed in selected bulk samples to determine soil aggressiveness.
- Following the field investigation and laboratory testing, the Design-Build Firm will perform geotechnical engineering analyses to estimate settlement for each structure, bearing capacity of soil, excavation slope stability, dewatering requirements, and to provide geotechnical recommendations for structural and civil site design.
- The geotechnical work will be documented in a geotechnical engineering report, which will be sealed by a registered engineer. The report will include the results of the field and laboratory work, provide the basis for the foundation design, and provide recommendations for construction of foundation of proposed structures.
- Up to 8 separate site visits may be conducted by the Design-Build Firm.

Exhibit A – Scope 1 Scope of Work and Fee Proposal

- The Design-Build Firm will provide site supervision during any onsite test hole and geotechnical boring work.

Deliverables:

- Draft geotechnical report for each site
- Final geotechnical report for each site

Assumptions:

- Rock coring samples and rock testing is not part of this scope.
- Soil to be sampled during this investigation program is not contaminated. Environmental drilling is not part of this scope of work. If contaminated soil is encountered, the Design-Build Firm will stop field investigation program and notify SJCUD immediately for direction. Drilling and soil sampling will only be resumed after approval from SJCUD.
- This scope does not include any additional testing, analysis, or impacts beyond what is identified in this subtask. If the evaluation results in the need for additional investigation or impacts to this project, the Design-Build Firm will notify SJCUD.

Subtask 1.1.4 – Environmental Services

Subconsultant will provide the following environmental services:

- Determine the presence of jurisdictional wetlands and provide a wetland delineation for all wetlands, water bodies, and other surface waters within the reclaimed water Booster pump station sites (if needed).
- Determine the presence of endangered, protected, or listed species at the WRF and reclaimed water booster pump station sites (including but not limited to gopher tortoise). Flag and identify any endangered, protected, or listed species encountered along the project route

Deliverables:

- Wetland delineation and endangered species survey results in GIS and CAD format.

Assumptions:

- Any areas on the reclaimed water booster pump station sites with existing wetland delineation that have already been accepted by the jurisdictional agencies (FDEP, USACE), will be utilized as available and as appropriate.
- Protected species monitoring or relocation is not included in this scope of work

Subtask 1.2 – Preliminary Engineering

Upon completion of Task 1.1.1, Project Kickoff meeting, the Design-Build Firm will proceed with the execution of the alternatives evaluations and the preliminary engineering report (PER) to include preliminary design drawings and the preliminary specifications list.

Subtask 1.2.1 – Alternatives Evaluations

The Design-Build Firm will evaluate unit process, design discipline-specific alternatives, and other concepts to be considered for implementation for those items identified by SJCUD as summarized in the sections that follow. This task will include consideration of alternative types of equipment and vendors that can supply the equipment where applicable.

Subtask 1.2.1.1 – Reverse Osmosis Concentrate going to Anastasia Island - Alternatives Evaluation

The Design-Build Firm will evaluate options and determine how much of the reverse osmosis concentrate currently going to Anastasia Island could be diverted or distributed between the reclaimed water distribution system to the north, new SR 207 WRF, and Anastasia Island WRF. The goal would be to provide SJCUD flexibility in balancing the total dissolved solids impact on reclaimed water quality between different end uses as an enhancement to the current plan to send all concentrate to the Anastasia Island WRF. The evaluation would conceptually describe how the distribution could be accomplished.

Deliverables:

- Draft technical memorandum
- Final technical memorandum
- Meeting minutes to document discussion of alternatives and decisions

Meetings:

- One 1-hour meeting to review the evaluation findings

Assumptions:

- Up to three Design-Build Firm attendees
- Detailed design for modification to the reverse osmosis concentrate pipeline and any connections to the new reclaimed water lines to be funded via an allowance authorization from Task 4

Subtask 1.2.1.2 – Reclaimed Water System Modeling Evaluation

SJCUD is modeling the reclaimed water distribution system and will provide the Design-Build Firm with the flow rates (range) and pressures that will need to be met at the reclaimed water pump stations discharges. The Design-Build Firm staff will work with SJCUD to coordinate details of system components that are planned to be added as part of the new construction. One meeting will be held to discuss and verify understanding of flow and pressure requirements.

Deliverables:

- Meeting minutes to document discussion of system requirements.

Meetings:

- One 2-hour meeting

Assumptions:

- Design-Build Firm attendees will include the project manager (PM), design manager (DM), and process lead.
- The Design-Build Firm will not perform any modeling for the reclaimed water distribution system for this task.
- SJCUD to provide required flow rates and pressures needed for the reclaimed water pump stations discharges.

Subtask 1.2.1.3 – Evaluation of Options to Include a Vac Truck Unloading Facility

The Design-Build Firm will evaluate alternatives for inclusion of a Vac Truck Unloading Facility at the new WRF. Site visits to existing SJCUD facilities will be conducted to understand what works and does not work for those installations and to gather information from operations staff about the type of facility they envision. An alternative concept will be developed and reviewed in a meeting with SJCUD staff to receive input and reach a consensus on features to be included in the new facility. Decisions made in the meeting will become the basis of design for the new facility.

Exhibit A – Scope 1 Scope of Work and Fee Proposal

Deliverables:

- PowerPoint presentation to review proposed Vac Truck Unloading Facility concept
- Meeting minutes to document discussion of alternatives and decisions

Meetings:

- One 1-hour meeting

Assumptions:

- No technical memorandum will be prepared. Detailed design for the Vac Truck Unloading Facility to be funded via an allowance authorization from Task 4.
- Meeting minutes and decisions will be documented through notes added to the PowerPoint presentation during the review meeting.

Subtask 1.2.1.4 – Ultraviolet System Evaluation

The Design-Build Firm will conduct site visits to review the two types of UV systems currently used by SJCUD at the Players Club WRF and the Anastasia Island WRF. The Design-Build Firm will also use recent experience to consider other types of UV systems that may be of interest to SJCUD. A PowerPoint presentation will be prepared to describe the alternatives and discuss the options with operations staff in a meeting to reach a decision on a preferred UV system for implementation.

Deliverables:

- PowerPoint presentation to summarize alternatives
- Meeting minutes to document discussion of alternatives and decisions

Meetings:

- One 1-hour meeting

Assumptions:

- No technical memorandum will be prepared. Detailed design for UV facility included in the design tasks under this section.
- Meeting minutes and decisions will be documented through notes added to the PowerPoint presentation during the review meeting.

Subtask 1.2.1.5 – Site Security Evaluation

The Design-Build Firm will work with SJCUD and their dedicated security subconsultant, who will assess and identify current security system vulnerabilities as well as provide a framework for the path forward to address, to identify and recommend any equipment, software and hardware needed in the WRF and offsite facilities included in this project for that framework. This plan will serve as the basis going forward with regards to site security. The accepted recommendations will be further developed and implemented in a detailed design and construction package that is part of the project.

The WRF Detail Design scope under Task 1.3, includes the infrastructure design for standard plant site security which includes the following features: an electronic access-control gate on the access road coming from SR 207. Live video from a surveillance camera installed at this point will be viewable from the control room of the Operations Building. Fiber optic communications will link between this access-control point and the Operations Building. Access will be granted either by presentation of a valid access card to a card reader or by initiation from staff in the Operations Building control room. All buildings' exterior doors will have electronic access control and a video camera. There also will be electronic access control on doors leading to a network room and a control room in the Operations Building. SJCUD will provide the central access control and video surveillance equipment required to support door, gate, and

Exhibit A – Scope 1 Scope of Work and Fee Proposal

camera hardware. Additional site security requirements that are identified and recommended from this Site Security Evaluation beyond what is described herein shall be funded via an allowance in Task 4.

Deliverables:

- PowerPoint presentation to summarize options and recommendations
- Meeting minutes to document discussions and decisions
- Detailed design for site security options selected to be funded via an allowance authorization from Task 4

Meetings:

- Three 3-hour meetings

Assumptions:

- No technical memorandum will be prepared.
- Meeting minutes and decisions will be documented during the review meeting and issued for review and agreement to proceed to detail design.
- SJCUD subconsultant will participate in the meeting and share information needed to accomplish the scope of work and schedule under this subtask.

Subtask 1.2.1.6 – Mixer Evaluation for Bioreactors

The Design-Build Firm will review all available type of mixing systems in a workshop setting with County staff and the team will select two types of mixing systems for use in the unaerated portions of the process bioreactors based on the workshop discussion. The workshop will be designed to allow vendor representative to provide a 15-minute technical review of the offered system and then the team will discuss with the Design-Build Firms expert to select two options for further review and selection for the project.

A PowerPoint presentation will be prepared to describe and compare the alternatives, including construction and life-cycle cost. The options will be discussed with SJCUD staff in a meeting to reach a decision on a preferred system for implementation.

Deliverables:

- PowerPoint presentation to summarize alternatives
- Meeting minutes to document discussion of alternatives and decisions

Meetings:

- One 1-hour meeting

Assumptions:

- No technical memorandum will be prepared.
- Meeting minutes and decisions will be documented through notes added to the PowerPoint presentation during the review meeting.

Subtask 1.2.1.7 – Planning-Level Evaluation for Facilities Needed for Possible Future Aquifer Storage and Recovery Implementation

A separate project is being completed by Jacobs to investigate the feasibility of implementation of a deep injection well, aquifer storage and recovery well, and/or groundwater recharge or salinity barrier wells as part of the SJCUD's effluent management and water supply planning. In support of this planning effort, the Design-Build Firm will evaluate effluent from a similar SJCUD WRF that is currently in operation, to estimate the effluent quality with respect to primary and secondary drinking water standards that may be expected from the new SR 207 WRF. This information will be used to assess what additional treatment

Exhibit A – Scope 1 Scope of Work and Fee Proposal

(if any) at the new WRF may be required to make it suitable for injection in an aquifer storage and recovery system. A technical memorandum will be prepared to summarize required additional unit processes including a planning-level cost estimate for those facilities. Any additional treatment unit processes that would be required for implementation are not being included at this time in the design of the new WRF. This information is intended primarily for use by SJCUD in their effluent management planning matrix.

Deliverables:

- Draft technical memorandum
- Final technical memorandum
- Meeting minutes

Meetings:

- One 1-hour meeting to review the evaluation findings

Assumptions:

- WRF effluent quality evaluation conducted as part of the separate well feasibility study will be used for this task and not replicated.

Subtask 1.2.1.8 – Evaluation of Wetlands Application for Effluent Management

The Design-Build Firm will conduct an evaluation and develop conceptual-level documents to apply WRF effluent to nearby natural wetlands as strategy to manage effluent from the new SR 207 WRF. Application of wastewater effluent to natural wetlands is allowed based on the Wetlands Application Rule outlined in Chapter 62-611 of the Florida Administrative Code. The Wetlands Application Rule stipulates permitting requirements based on the level of hydraulic and nutrient load proposed and the condition of the wetland. The Design-Build Firm will review planned effluent flows and water quality and will coordinate with staff from SJCUD on the plan and schedule for implementation of the reuse system. The basis of design for wetland application will consider surplus flow from the new SR 207 WRF seasonally. The Design-Build Firm will perform onsite evaluations of the natural wetland being considered for effluent application to delineate wetland edges, inspect flow structures such as culverts, verify flow directions, describe different wetland communities, and evaluate wetland condition. Data from the field will be supplemented with Geographic Information Systems (GIS) data, historical aerial photography, and summarized in maps. The Design-Build Firm will prepare meeting materials for a meeting with the Florida Department of Environmental Protection (FDEP) to discuss and propose a permitting path and discuss permitting details. Federal permitting requirements to implement conveyance and a water distribution system within the natural wetland will also be reviewed. Planning-level documents that describe the proposed facilities needing to be constructed to implement application of effluent to the wetland will be prepared. A Class 4 cost estimate with an accuracy of -25% / +40% based on the guidelines provided by AACE International will be prepared. Results and recommendations will be documented in a PowerPoint presentation to be used to hold a meeting with SJCUD to discuss path forward.

Deliverables:

- PowerPoint presentation to summarize results and recommendations
- Meeting minutes to document discussions and decisions

Meetings:

- One agency coordination meeting with FDEP
- One meeting with SJCUD to discuss results and recommendations

Assumptions:

- Design level will be preliminary for planning purposes.
- This work does not include preparation of permit applications.
- Field review is for planning-level purposes and is not a Jurisdictional Determination.

- Refinement of wetland delineations for permitting purposes will be completed under a future scope of work and funded from an allowance authorization in Task 4 or a GMP amendment.

Subtask 1.2.2 – Preliminary Engineering Report

Under this task, the Design-Build Firm will be preparing preliminary design-level documents required for FDEP permitting to advance the design concepts developed and provided in Appendix A, Design Criteria. The products from this task will include preliminary drawings, which will provide sufficient information for SJCUD and FDEP review, along with Design-Build Firm team coordination and review. Specific work activities and deliverables from this stage are as identified in the following subtasks.

During this task, the Preconstruction Team and the Design Team will be integrated to facilitate input and coordinate design, cost estimation, value engineering, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in Task 3.

Additionally, SJCUD will be continuously involved through the weekly meetings described in this scope. At certain milestones, the team will conduct workshops to facilitate project understanding and obtaining SJCUD's comments.

The PER will include the following:

- Projections for the population to be served
- Description and map of service area
- Forecasts of flow and wastewater characteristics
- Overall site plan and drawings with routing of onsite major piping, conceptual stormwater management facilities, and other major site civil improvements
- An assessment of environmental effects of the project including odor and noise control, public accessibility, proximity to existing and proposed residential areas, flood protection, lighting, and aerosol drift
- Disposal methods or reuse options selected, required level of treatment, and selected treatment processes
- Technical information and design criteria for treatment facilities and reclaimed water storage, pumping and conveyance facilities
- An overall process flow diagram for the SR 207 WRF components involved with this project, showing major process flow streams
- A preliminary hydraulic profile of the gravity flow through the SR 207 WRF
- Mass balance
- Operation and control strategy and reliability features

Upon completion of the PER and within 5 working days of delivery, a preliminary design review workshop will be conducted during one of the regular weekly meeting time slots to achieve the following primary objectives:

- Demonstrate the resolution of issues and integration of previous comments from the kickoff meeting in Task 1.1.1.
- Provide a forum for SJCUD to provide input on the design concepts and construction documents.
- Reach consensus with SJCUD staff on the preliminary design feedback comments so that design concepts can be frozen/locked and the Design-Build Firm can proceed with the development of the detail design documents. After this stage, major changes to the design concepts are not expected.
- Review and receive feedback on project baseline estimate and schedule (refer to Task 3), discuss any value engineering ideas that have been identified, and determine whether or not to pursue any of these value engineering ideas prior to the start of detailed design development.

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- Review constructability, construction sequencing, and critical tie-ins and identify SJCUD constraints that could impact the sequence of construction.

Deliverables:

- The PER will consist of 2 hard copies of text and 11-inch-by-17-inch drawings, along with an electronic file in PDF format
- Preliminary specifications table of contents, in electronic format (PDF)

Meetings:

- One review workshop with SJCUD to receive preliminary design review comments
- Weekly in-person meetings with SJCUD and the Design-Build Firm management (PM, estimate manager [EM], and process lead) with the DM and any as-needed discipline leads, subconsultants and subcontractors calling in via Teams to review and discuss design progress, make decisions, and address any specific issues needing SJCUD input and direction.

Assumptions:

- The Design-Build Firm will conduct a PER review workshop at a SJCUD-designated facility or at the Design-Build Firm's Jacksonville office.
- The updated schedule, risk register, estimate, and initial discussions involving the procurement plan described in the preconstruction task will be discussed at the preliminary design review workshop.
- Following the preliminary design review, the major design concepts for the project will be fixed and no further alternatives/variations will be developed as part of the design.
- SJCUD review comments will be consolidated and organized into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from SJCUD prior to proceeding with the detail design.

Subtask 1.3 – Design Services

The purpose of this task is to use the preliminary designs and decisions made in the previous stages to further complete and finalize the preliminary calculations, along with further developing the project design detail. Architectural and structural layouts, major plant piping, process, electrical loads and I&C approaches, and the site plan are all frozen or finalized prior to this phase to allow expediting the final detailing of these elements in this phase of design. Changes and updates from the preliminary design review will be incorporated.

During this task, the Preconstruction Team and the Design Team will be integrated to facilitate input and coordinate design, cost estimation, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in Task 3.

Additionally, SJCUD will be continuously involved through the weekly meetings described in this scope. At certain milestones, the team will conduct workshops to facilitate project understanding and receive SJCUD comments. During the development of this scope and in order to maintain an aggressive and expedited schedule, SJCUD and the Design-Build Firm discussed the review process and determined that SJCUD will be very engaged up to preliminary and conceptual design phase and less engaged in detailed design phase. SJCUD will use Bluebeam sessions set up by the Design-Build Firm to review ongoing designs for acceptance and comments to be incorporated into the detail design. It is understood that the Design-Build Firm will continue to work on the detail design in parallel of these intermittent review sessions.

Because the WRF is the critical path of the overall project schedule, the Design-Build Firm will be utilizing Early Work packages and a single GMP approach as described in Task 3 to expedite the construction activities and help mitigate the schedule risks. The packages are generally defined as follows and shown in more detail in Appendix B. The final work that is included in each package is subject to change as more information becomes available, priorities change and as actual vs. assumed conditions dictate:

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- WRF & Reclaimed Water Pump Station Critical Process and Electrical ODP (Allowance No. 1)
- WRF & Reclaimed Water Pump Station Early Work #1 (Allowance No 2)
- Remaining WRF & Reclaimed Water Pump Station Work (GMP)

For each of these design packages except as noted in this section, the Design-Build Firm will develop the following approach with SJCUD:

- **Detail Design:** Continuous and collaborative review process using Bluebeam review sessions with SJCUD. This design phase deliverable will be the basis for GMP pricing.
- **Construction Documents:** Design drawings and technical specifications “Issued for Construction.” An interim final design package may be developed separately and submitted to the County to obtain the building permit. For the Early Work #1 Package, the detailed and construction documents will be provided but the process, reviews, and deliverables will be abbreviated/reduced due to the speed at which it will be delivered and the less complex nature of the work.
- **Conformed Set:** Updated design drawings and technical specifications incorporating building permit review comments and any other changes made as a result of the GMP bidding/negotiation process.

Subtask 1.3.1 – Detail Design

The Design-Build Firm will develop design documents prepared for detail design and will include the following:

- Drawings, details, and technical specifications will be prepared for review. The detail design will be developed by the Design-Build Firm in coordination with its subconsultants and subcontractors in a continuous and collaborative submission of draft design drawings and draft technical specifications using the Bluebeam software for review and comments to be incorporated into the detail design. Design-Build Firm will continue developing the detail design as SJCUD is providing comments on the submitted Bluebeam sessions. Our weekly meetings will be used to review the comments made and make decisions that will be incorporated into the detail design development.
- Design models will be substantially developed and presented at the workshop to define the design concepts more fully.
- Technical specifications for each project component will be developed using the Player’s Club WRF Specifications to the extent applicable and then the Design-Build Firm’s standard specification sections for those sections not included on the Player’s Club WRF Project.
- Loop descriptions will be prepared in the instrumentation specification that incorporate the concepts recommended in the PER.
- A detailed project construction schedule will be developed to show the sequence of construction for the early work and updated activities for the remainder of the work.

An updated table of contents for the project’s specifications and first draft of major technical specifications, including pipe, electrical, I&C, and other major appurtenances, will be prepared. The updated preliminary geotechnical report will also be included.

Deliverables:

- Design documents that form the basis of any Allowance and GMP authorizations. SJCUD will have the ability to review and comment on these documents.
- Three-dimensional models in PDF format
- Bluebeam Sessions with SJCUD: Continuous and collaborative submission of draft design drawings and draft technical specifications, in electronic PDF format, will be posted using the Bluebeam software for review and comments to be incorporated into the detail design.

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- The Design-Build Firm will provide meeting minutes documenting SJCUD's review comments and other pertinent issues discussed during the weekly collaborative meetings, in electronic format (PDF).

Meetings:

The Design-Build Firm will prepare the detail design documents (drawings and specifications) and submit to SJCUD for review and comment in a continuous and collaborative format through Bluebeam sessions for various design disciplines and at various stages of design completions. Therefore, the weekly meeting will be used to address any outstanding comments or unresolved issues that affect the progress of the design and the decision documented in the weekly minutes for incorporation into the detail design. The meetings for this subtask include the following:

- Weekly in-person meetings with SJCUD and the Design-Build Firm management (PM, EM, and process lead) with the DM and any as-needed discipline leads, subconsultants and subcontractors calling in via Teams to review and discuss design progress, make decisions, and address any specific issues needing SJCUD input and direction.

Assumptions:

- In order to meet the schedule, there will be minimal quality control (QC) review conducted by the Design-Build Firm prior to delivering the design documents being issued via the Bluebeam sessions for continuous and collaborative review to SJCUD.
- SJCUD's and the Design-Build Firm's review comments will be incorporated into the subsequent phase design documents.
- All SJCUD review comments will be consolidated and organized by SJCUD into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from the SJCUD prior to proceeding with the Subtask 1.3.2 design activities.
- While identification of value engineering ideas will continue through all stages of design, no additional value engineering efforts in order to meet budget are expected to occur after the PER has been completed. It is assumed that the SJCUD's budget is clearly defined at this point and agreement on any changes necessary to meet that budget will have been made at the conclusion of Subtask 1.2.2.

Subtask 1.3.2 – Construction Documents

The Construction Document design drawings, standard details, and specifications will be developed, including responses and resolutions to issues raised in the Subtask 1.3.1 Detail Design review comments, integrating mutually agreed-upon elements into these design documents. Also, any relevant comments from regulatory agencies will be addressed, if available. The purpose of this task is to develop the final design drawings and technical specifications to be utilized for permitting and construction. Updates, revisions, and comments from the detail design review will be incorporated. The drawings, specifications, and three-dimensional models will be completed.

During this task, the Preconstruction Team and the Design Team will be integrated to facilitate input and coordinate design, cost estimation, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in Task 3.

The design documents will include the following:

- Drawings, details, commercial, and technical specifications will be prepared for final review prior to completing the final construction document. Comments from this review will be incorporated into the final construction documents.
- Design models will be finalized and presented at the workshop to define the final design more fully.
- Written responses and intended resolutions to detail design review comments will be prepared.

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- A detailed project construction schedule will be prepared to show the sequence of construction for the remainder of the work.
- A QC review will be conducted by the Design-Build Firm prior to delivering the final design documents to the SJCUD and submitting documents for permit review. These comments will be incorporated into the final construction documents.

Deliverables:

- Written responses and intended resolutions to the final design review comments
- One electronic copy (PDF) and 2 hard copies of the final design and construction documents to include the following:
 - Final drawings, details, and specifications required to obtain the required permits to construct the remaining work activities
 - Detailed project construction schedule showing sequence of construction
- Design review workshop agenda and meeting minutes, in electronic format (PDF)
- Weekly agenda and meeting summary notes of any major decisions and or action items
- SJCUD quality assurance review comments, in electronic format (PDF)

Meetings:

- Weekly in-person meetings with SJCUD and the Design-Build Firm management (PM, EM, and process lead) with the DM and any as-needed discipline leads, subconsultants and subcontractors calling in via Teams to review and discuss design progress, make decisions, and address any specific issues needing SJCUD input and direction

Assumptions:

- SJCUD's and the Design-Build Firm's senior review comments, as well as comments from appropriate permitting agencies, will be incorporated into the subsequent phase design documents.
- All SJCUD review comments will be consolidated and organized by SJCUD into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from SJCUD prior to proceeding with the final construction documents.
- Following agreement with the GMP and comments received following the Construction Documents submittal, including comments from permitting agencies, subcontractors, and vendors, the Design-Build Firm will coordinate all design document changes and incorporate those changes into a conformed drawing and specification set to be used for construction of the project. The efforts to produce this set of conformed documents will be included the GMP amendment under Scope 2 services
- This scope is for development of construction documents intended for design-build delivery. It does not include development of additional documents that may be required in an off-ramp scenario to support a subsequent public bid procurement process.

Subtask 1.3.3 – ODP and Subcontractor Technical Support Services

Subtask 1.3.3.1 – ODP and Subcontractor Bid Support Evaluation Services

Under this task, the Design-Build Firm's Design Team will coordinate with and work in close coordination with its Preconstruction Team and provide technical input to the scopes of work, review and evaluate bids as well as answer all technical RAIs during the bidding period for all ODP packages and subcontractor packages.

Deliverables:

- Completed bid evaluation review form in electronic pdf format

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Meetings:

- One 4-hour workshop to review ODP bids

Assumptions:

- Approximately 25 ODP equipment bid packages will be produced and reviewed. Refer to Subtask 3.8 for more activities, deliverables and meetings as it relates to ODP.

Subtask 1.3.3.2 – ODP Submittal Review

Under this task, the Design-Build Firm will coordinate with the vendor and provide multidiscipline review of equipment submittals provided by the selected ODP equipment suppliers.

Deliverables:

- Submittal review comments in electronic format (PDF)

Meetings:

- None

Assumptions:

- The review of approximately 25 equipment package submittals are included in this scope of work. No subcontractor submittal review time is included in this scope of work and will be included under future allowance authorizations and or the GMP amendment.

Subtask 1.4 – Permitting Services

In accordance with Exhibit C of the Contract Agreement, the Design-Build Firm will secure the following permits outlined under the following subtasks for site and facility improvements during Scope 1 as determined necessary by local codes and ordinances at the WRF and reclaimed water booster pump station sites.

Subtask 1.4.1 – Environmental Permitting

For the WRF and reclaimed water pump station sites, the Design-Build Firm will organize a single pre-application meeting with FDEP to discuss the objectives of the project, determine the requirements for the proposed stormwater management system and any wetlands impacted by the project and clarify the level of environmental resource permitting needed. The Design-Build Firm will prepare and submit a State 404 Program and Environmental Resource Permit (ERP) application to FDEP electronically for the WRF and reclaimed water pump station Sites. The Design-Build Firm will monitor the permits throughout the approval process. The Design-Build Firm will provide responses to one request for additional information (RAI) and submit to SJCUD for review.

Design-Build Firm will submit an FDEP Notice of Intent to Use Construction General Permit for Stormwater Discharge Associated with Construction for the generic permit along with a stormwater pollution prevention plan for construction.

Deliverables:

- Meeting agenda and meeting minutes for the meeting with FDEP, in electronic format (PDF).
- Up to two ERP applications submitted electronically to FDEP. It is anticipated there will be one FDEP permit application for the WRF and one for the offsite reclaimed water booster pump station site.
- FDEP Notice of Intent for stormwater pollution prevention plan

Meetings:

- One pre-application meeting with FDEP.

Assumptions:

- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on one RAI for each application package. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- Wetland impacts will be at a minimum. If significant wetland impacts become necessary, schedule and cost relief in the form of a contract adjustment and or allowance authorization may be required.
- All permit fees were estimated as allowance items and will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4. SJCUD will pay for all impact fees, if any, related to tree removal or they will be funded from the allowance fund in Task 4.
- No FDEP Air General Permit for Reciprocating Internal Combustion Engines (RICE) will be required because the standby power generators will not exceed 64,000 gallons or 8.8 million standard cubic feet of natural gas.
- No specific dewatering permit requirement is anticipated.
- The stormwater discharge from the site is not anticipated or planned to be modified and no USACE permit is required because waters of the state are not being impacted.

Subtask 1.4.2 – FDEP Domestic Wastewater Facility Permitting

The Design-Build Firm will organize a pre-application meeting with FDEP to discuss the objectives of the overall project, review the planned capacity and improvements and clarify the level of permitting needed. The reclaimed water conveyance facilities will need to be submitted with this permit application including the reclaimed water users that will be listed in the new WRF permit to show the permitted disposal capacity in the permit application. The Design-Build Firm will prepare and submit a permit application to FDEP electronically utilizing FDEP Document No. 62-604.300(3)(a) and monitor the permit status throughout the approval process. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

Deliverables:

- Meeting agenda and meeting minutes for the pre-application meeting with FDEP, in electronic format (PDF). One meeting is included.
- Permit application submitted electronically to FDEP.

Meetings:

- One preliminary overall project meeting with FDEP for the WRF and reclaimed water pump stations (wastewater permitting).

Assumptions:

- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on one FDEP wastewater permit application package for the WRF and reclaimed water system included under this project.
- This scope is based on one RAI. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- Permit fees will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4.
- SJCUD will provide the list of reclaimed water users that will be included in the permit application to demonstrate permitted disposal capacity for the new WRF.

Subtask 1.4.3 – FDOT Access Permitting

For the WRF main access road tie-in with SR 207, the Design-Build Firm will organize a pre-application meeting with FDOT to discuss the objectives of this portion of the project and to clarify the level of permitting needed. The Design-Build Firm will prepare and submit a permit application to FDOT for their review for the installation of the tie-in in the FDOT right-of-way for the access to the WRF site. The Design-Build Firm will monitor the status of the permit throughout the approval process. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

Deliverables:

- Meeting agenda and meeting minutes for each meeting with FDOT, in electronic format (PDF).
- FDOT Access Permit applications submitted electronically. It is anticipated that SR 207 will have a separate utility permits which are included under Subtask 2.4.4.

Meetings:

- One pre-application meeting with FDOT.

Assumptions:

- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on one RAI. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- No turn lanes will be required along SR 207 entering the WRF plant site. No traffic signal or other road improvements will be required along SR 207.
- Scope and fee for WRF water main permitting is included under Subtask 2.4.3.
- Permit fees will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4.

Subtask 1.4.4 – SJCUD Site and Building Permitting

The Design-Build Firm will organize a single pre-application and planning meeting with the County review staff and stakeholders for the WRF and reclaimed water pump station sites. The plans, calculations, and County Development Review Committee (DRC) permit applications for each site will be prepared in accordance with the County Land Development Code. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

The Design-Build Firm will organize a single pre-application meeting with the Building Department to determine the building permit requirements for the proposed improvements. The Design-Build Firm will also prepare and submit the required Building permit applications at the WRF and reclaimed water pump station sites. Funding for the efforts to prepare and submit these applications and to answer any RAIs is included as an allowance item under Task 4. Electrical permits will be obtained during construction activities and included in future allowance or GMP authorizations.

Deliverables:

- Meeting agenda and minutes for each pre-application meeting
- Up to two County DRC permit applications as described above
- Signed and sealed documents as deemed necessary by each regulatory agency

Meetings:

- One pre-application meeting with St. Johns County DRC
- One pre-application meeting with St. Johns County Building Department

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Assumptions:

- No specific dewatering permit requirement is anticipated.
- The Design-Build Firm will provide draft copies of application forms for SJCUD's review and approval. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- All permit fees were estimated as allowance items and will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4. SJCUD will pay for all impact fees, if any, related to tree removal or they will be funded from the allowance fund in Task 4.
- Any coordination or approvals from the Fire Marshal will be done in coordination with SJCUD and St. Johns County and under the review process for the St. Johns County Development Plan Review and Building permits.
- This scope and fee is based on one RAI from each permit application submitted.
- The number of building permits required for the WRF and reclaimed water pump stations will not be known until after the pre-application meeting with County Building Department. Thus, funding for the efforts to prepare and submit these applications and to answer any RAIs is included as an allowance item under Task 4.

Task 2 – Pipelines and Wastewater Master Pump Station Design and Permitting

The Task 2 design and permitting services for the pipelines and wastewater master pump station facilities include the following major subtasks:

- Subtask 2.1 – Pre-Engineering Services
- Subtask 2.2 – Preliminary Engineering Services
- Subtask 2.3 –Design Services
- Subtask 2.4 –Permitting Services

Subtask 2.1 – Pre-Engineering Services

Subtask 2.1.1 – Project Kickoff Meeting

Within 10 days of NTP, the Design-Build Firm will lead a project kickoff meeting at either a SJCUD location or the Design-Build Firm's office to discuss the communication protocols, project objectives, delivery plan for design, permitting, preconstruction and construction services, budget, schedule, phasing, scope, design standards and criteria, potential value engineering and time-saving ideas and any other mutually agreed-upon critical topics to establish a quick and efficient start. The kickoff will include an 8-hour workshop.

Deliverables:

- Meeting agenda
- Draft and final meeting minutes, electronic copy (PDF)

Meeting:

- One 8-hour program kickoff meeting

Assumption:

- There are no assumptions for this task.

Subtask 2.1.2 – Surveying and Subsurface Utility Engineering

At the time this scope of work was created, the exact surveying and subsurface utility engineering (SUE) services needed could not be accurately defined, thus an allowance item for these services has been included in Task 4. All labor and expenses for the firm to support these services is also included in this allowance item.

The Design-Build Firm will provide the following survey and SUE services:

- A topographic survey will be performed and include the road right-of-way along the project route, existing and proposed easement areas, at the two wastewater master pump station site locations and shall include all utility locates within the project area (ASCE 38-02 Quality Level B).
- The Surveyor will locate wetland delineation provided by the environmental subconsultant.
- The Surveyor will locate protected or listed species identified by the environmental subconsultant.
- The Surveyor will prepare a final AutoCAD survey meeting the standards set by SJCUD and the Design-Build Firm. Signed and sealed copies will be provided for documentation.

SJCUD is in the process of acquiring utility easements along the project route. The Design-Build Firm will coordinate with SJCUD during the design phase to identify areas where additional permanent easements or temporary construction easements may be needed along the project route. The Design-Build Firm's survey subconsultant will provide up to 10 legal descriptions for temporary construction easements along

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the project route. The survey scope also includes a contingency to provide a boundary survey for the proposed easement areas if required.

Once the project approach and proposed routing is locked, the Design-Build Firm will provide the following survey information:

- A subsurface survey in accordance with ASCE 38-02 Quality Level A will be performed.
- Subsurface exploration will be performed at the locations identified during the development of the pipeline route.
- Locate geotechnical soil borings provided by the geotechnical subconsultant and include in survey.
- The Design-Build Firm will provide site supervision during any test holes.

Deliverables:

- A digitally signed and sealed copy of the survey and surveyor's report along with their field notes will be provided
- Latest survey file in AutoCAD
- Surveyed drawing showing location, depth, size, and material description for items located via ground-penetrating radar and SUE
- Other items mutually agreed-upon and included in the allowance authorization scope of work.

Assumptions:

- None.

Subtask 2.1.3 – Geotechnical Borings, Soil Testing, Analyses, and Report

The Design-Build Firm will conduct a geotechnical investigation required along the pipeline route and at the two proposed wastewater master pump station sites to support the design and construction of the project. At the time this scope of work was created, the exact geotechnical services needed could not be accurately defined, thus an allowance item for these services has been included in Task 4. All labor and expenses for the firm to support these services is also included in this allowance item. The geotechnical allowance is based on the following assumptions outlined below. Actual services will be determined during delivery and submitted via an allowance request:

- Review previous geotechnical work performed along the project corridor, if any.
- Perform subsurface explorations for the pipeline route necessary for the characterization of the existing subsurface conditions and development of preliminary design criteria for the proposed pipelines. For budgeting purposes, for open-cut portions it is assumed SPT borings will be performed every 1,000 feet and to a depth of at least 5 feet below the pipe invert. For each horizontal directional drilling (HDD) crossing location, it is assumed 2 SPT borings will be performed to a depth of 50 feet below grade on average, depending on the depth of the HDD. For each bored crossing location, it is assumed 2 SPT borings will be to a depth of 40 feet below grade, depending on the depth of the auger bore. Pavement cores will extend 2 feet below pavement surface. All borings will be grouted upon completion in accordance with FDOT and St. Johns County requirements.
- For the wastewater master pump stations, 2 SPT borings are planned for each of the two site locations and drilled to a depth of 50 feet. An allowance item for all geotechnical investigation work, including the wastewater master pump station, has been included in Task 4.
- Perform soil laboratory testing to support proper soil classification and determine soil engineering parameters. Soil laboratory testing will consist of gradation analyses, Atterberg Limits determination, consolidation, and compaction characteristics of the soil. In addition, corrosivity testing will be performed in selected bulk samples to determine soil aggressiveness.
- Following the field investigation and laboratory testing, the Design-Build Firm will perform geotechnical engineering analyses to estimate bearing capacity of soil, excavation slope stability,

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dewatering requirements, and to provide geotechnical recommendations for civil site and pipeline design.

- The geotechnical work will be documented in a geotechnical engineering report, which will be sealed by a registered professional engineer. The report will include the results of the field and laboratory work, provide the basis for the design, and provide recommendations for construction of the proposed pipelines.
- At sites identified using FDEP's contamination locator map within 500 feet of the project corridor, sample the groundwater and analyze the data to comply with FDEP Generic Permit for Groundwater Discharge. The laboratory analyses shall be completed in accordance with FDEP's standard operating procedures and performed by a State of Florida certified laboratory.
- Design-Build Firm will provide site supervision during any test holes and geotechnical borings.

Deliverables:

- Draft geotechnical reports for all pipe segments and the two wastewater master pump station sites (PDF)
- Final geotechnical reports for all pipe segments and the two wastewater master pump station sites (PDF)

Assumptions:

- Rock coring samples and rock testing is not part of this scope.
- Soil to be sampled during this investigation program is not contaminated. Environmental drilling is not part of this scope of work. If contaminated soil is encountered, the Design-Build Firm will stop field investigation program and notify SJCUD immediately for direction. Drilling and soil sampling will only be resumed after approval from SJCUD.
- Evaluation of potential impacts from the adjacent Tillman Ridge landfill - This scope does not include any additional testing, ground water samples, analysis, or impacts beyond what is identified above. If the evaluation results in the need for additional investigation or impacts to this project, the Design-Build Firm will notify SJCUD.

Subtask 2.1.4 – Environmental Services

Subconsultant will provide the following environmental services:

- Determine the presence of jurisdictional wetlands and provide a wetland delineation for all wetlands, water bodies, and other surface waters within and along the project pipeline route and the wastewater master pump station sites (if needed).
- Determine the presence of endangered, protected, or listed species along the project route and the wastewater master pump station sites (including but not limited to gopher tortoise). Flag and identify any endangered, protected, or listed species encountered along the project route.
- Tree Inventory limited to the requirements of St. Johns County Regulations along pipeline routes within easement areas to be cleared for open-cut construction.

Deliverables:

- Wetland delineation and endangered species survey results in GIS and CAD format.

Assumptions:

- Any areas along the project route or at the wastewater master pump station sites with existing wetland delineation that have already been accepted by the jurisdictional agencies (FDEP, USACE), will be utilized as available and as appropriate.
- Protected species monitoring or relocation is not included in this scope of work.
- Tree inventory will be funded from the Allowance fund under Task 4.

Subtask 2.2 – Preliminary Engineering

Upon completion of Tasks 2.1.1 the Design-Build Firm will proceed with the preliminary design to include preliminary design drawings and the preliminary specifications list.

Subtask 2.2.1 – Pipelines Preliminary Design

The pipeline design will be broken into 12 distinct segments as described in Table 2. Each pipeline segment will be designed, permitted, and constructed separately. We have relied on the following assumptions in preparing this Scope of Work:

Table 2. Pipeline Design Segments

Pipeline Segment	Description/Location	Approx. Total Pipe Length (LF)	Approx. Total Trenchless Length (LF)	Approx. Total Open Cut Length (LF)	Notes
1A	Wellfield up to Reclaimed Water Booster Pump Station	5,702	0	5,702	No trenchless assumed
1B	Water Plant Road to Ryan Road	5,914	0	5,914	No trenchless assumed
1C	County Road 214 to Allen Nease Road, includes Allen Nease Road crossing	13,530	0	13,530	No trenchless assumed
2A	Allen Nease Road east right-of-way to north end of new WRF	3,671	1,815	1,856	Wetland trenchless crossings (x2)—HDD assumed
2B	South end of new WRF—SR 207 crossing and adjacent wetland crossing + SR 207 connections	2,240	2,240	0	SR 207 trenchless crossing (x2)—Auger Bore (or Pilot Tube Guided Bore) assumed; Wetland trenchless crossing (x2)—HDD assumed
2C	Cypress Links to existing SR 207 WRF to west side of I-95	7,620	0	7,620	No trenchless assumed
3A	I-95 crossing to future Parrish Farms development	711	711	0	I-95 trenchless crossing (x2)—HDD assumed. Not required to start flows through new WRF.
3B	West side of I-95, I-95/wetland crossing, and east side of I-95 to Watson Road	14,855	5,684	9,171	I-95/Wetland trenchless crossing—HDD assumed; Wetland trenchless crossings (x4)—HDD assumed. Not required to start flows through new WRF.
3C	Watson Road to US 1 connection	6,230	600	5,630	FEC Railroad trenchless crossing (x2)—Auger Bore (or Pilot Tube Guided Bore) assumed; US1 trenchless crossing—Auger Bore (or Pilot Tube Guided Bore) assumed. Not required to start flows through new WRF.

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Pipeline Segment	Description/Location	Approx. Total Pipe Length (LF)	Approx. Total Trenchless Length (LF)	Approx. Total Open Cut Length (LF)	Notes
4A	SR 16 connection to County Road 208 connection	1,626	487	1,139	SR 16 trenchless crossing—HDD assumed; County Road 208 crossing--open cut assumed
4B	Agricultural Center Dr connection (north end), Commercial Drive to south end of Agricultural Center Drive	11,585	0	11,585	No trenchless assumed
4C	Wellfield from Reclaimed Water Booster Pump Station east to I-95 crossing	5,420	4,160	1,260	Wetland trenchless crossing—HDD assumed; I-95 trenchless crossing—HDD assumed
Total Approximate Length (LF)		79,104	15,696	63,408	
Total Approximate Length (Miles)		15	3	12	

^a HDD installations assume one diameter upsize for HDPE pipe (for example, use 30-inch HDPE for 24-inch, 24-inch HDPE for 20-inch, and 20-inch HDPE for 16-inch)

HDPE = high-density polyethylene

The Design-Build Firm has generated design assumptions based on the National Wetlands Inventory. If actual conditions differ significantly from those currently available in this database, the project schedule could be negatively impacted.

SJCUD will be continuously involved in the design development through targeted weekly meetings. The intent of these weekly meetings is to review design progress with SJCUD, gain SJCUD's input for design development, discuss design challenges and/or design options, vet constructability and cost saving ideas, facilitate timely decisions, and to minimize the need for formal milestone deliverables. By SJCUD being engaged in the design progress and process, they will be familiar with the design and the need for formal reviews at traditional milestones (30%, 60%) is lessened. It is incumbent on SJCUD to have the right people attend these weekly meetings to ensure that the Design-Build Firm is obtaining timely and correct guidance and that key decisions are being made by SJCUD. Given that the design is progressing during these meetings, the information that the Design-Build Firm presents will be less formal than at traditional milestones. The Design-Build Firm may present using marked up drawings, sketches, PowerPoint, pictures or other methods to convey concepts, but materials may not be QC reviewed or developed in AutoCAD. During the meeting, the Design-Build Firm will mark up the documents with input from SJCUD. Following each meeting, the Design-Build Firm will issue meeting notes, which will include documentation of key decisions, action items, attendees, and the marked up information from the meeting.

Preliminary design for pipelines will include review of available aerial, topographic, property, and utility maps within the pipeline corridors, as well as conduct surface reconnaissance field trips as needed to determine a preliminary alignment that conforms to the scope. Consideration will be given to existing road conditions, available right-of-way and easements for the pipeline route, quantity and size of trees/power poles that may impact alignment, existing utilities, and other factors identified in the field that could be a hindrance or impact to pipeline routing. Using this information as a base, proposed pipeline alignments will be developed. The proposed route will be based on the survey and show the following information:

- The location of existing major underground infrastructure such as utility piping and stormwater drainage piping as shown in as-built drawings provided by SJCUD, St. Johns County, and FDOT. Any conflicts with existing pipe(s), power, cable, or other utilities; and any other construction related issues will be highlighted for discussion.
- The location of existing aboveground infrastructure such as buildings, pavement, concrete pads, driveways, sidewalks, signs, bus stops, traffic signals, etc. as provided by the survey.

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- Identify areas of concern that will be evaluated using subsurface exploration during the site survey work.
- Type of construction (open-cut or trenchless techniques).
- Preliminary temporary traffic control considerations.

Drawings will be prepared in coordination with the Design-Build Firm's subconsultants and subcontractors, as well as SJCUD staff in a continuous and collaborative manner.

Drawings to be developed during the preliminary design include:

- Cover sheet
- general notes, abbreviations, legend
- Key map
- Pipeline plan sheets

Deliverables:

- Weekly meeting agenda and meeting summary, in electronic format (PDF)

Meetings:

- Weekly in-person meetings with SJCUD and the Design-Build Firm management (PM, EM, and Pipeline DM) with the pipeline team leads and any as-needed discipline leads, subconsultants and subcontractors calling in via Teams to review and discuss design progress and specific issues needing SJCUD input and direction.

Assumptions:

- Pipeline plan sheets will be developed at a plan view scale of 1 inch = 20 feet, except where a different scale may be needed for trenchless crossings or special design areas.
- SJCUD's and the Design-Build Firm's review comments, as well as comments from appropriate permitting agencies, will be incorporated into the subsequent phase design documents.
- All SJCUD review comments will be consolidated and organized into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from the SJCUD prior to proceeding with the Task 3 design activities.
- The design of the pipeline routes will be established once the easement for each pipeline is obtained and submitted to the Design-Build Firm..
- All routes shown in the design criteria Appendix A are assumed to be viable routes No route evaluation has been included in this scope of work. If needed, these efforts would be funded from the Allowance fund under Task 4.

Subtask 2.2.2 – Wastewater Master Pump Station Preliminary Design

Under this task, the Design-Build Firm will be preparing preliminary design-level documents to advance the design concepts developed and provided in Appendix A, Design Criteria. The products from this task will include preliminary drawings, which will provide sufficient information for SJCUD conceptual-level review, along with Design-Build Firm team coordination and review.

During this subtask, the Preconstruction Team and the Design Team will be integrated to facilitate input and coordinate design, cost estimation, value engineering, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in Task 3.

Additionally, SJCUD will be continuously involved through the weekly meetings described in this scope. At certain milestones, the team will conduct workshops to facilitate project understanding and obtaining SJCUD's comments.

Deliverables:

- Preliminary drawings consisting of 2 hard copies of text and 11-inch-by-17-inch drawings, along with an electronic file in PDF format
- Preliminary specifications table of contents, in electronic format (PDF)

Meetings:

- Weekly in-person meetings with SJCUD and the Design-Build Firm management (PM, EM, and process lead) with the DM and any as-needed discipline leads, subconsultants and subcontractors calling in via Teams to review and discuss design progress, make decisions, and address any specific issues needing SJCUD input and direction. The wastewater master pump stations will be discussed during either the pipeline or WRF weekly meetings.

Assumptions:

- Following the preliminary design review, the major design concepts for the project will be fixed and no further alternatives/variations will be developed as part of the design.
- SJCUD review comments will be consolidated and organized into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from SJCUD prior to proceeding with the detail design.

Subtask 2.2.3 – Wastewater Force Main System Modeling

Under this task, the Design-Build Firm will utilize the model received from the County to determine design conditions for the wastewater master pump stations to be included in the project. The Design Build Firm will update the InfoWater Pro force main model with the latest route information.

Subtask 2.2.3.1 – Data Gathering and Existing Model Runs

The Design-Build Firm will receive the model from the County and run the model to determine if any run errors occur. The Design-Build Firm will review the model information related to the project and determine if there are any information gaps that will be required to be filled prior to completing the design.

Deliverables:

- Memorandum outlining model run and information gaps, if any.

Assumptions:

- The model received from the County is calibrated and will run without errors from the modeling software.
- The model is capable of designing project infrastructure, which should include an understanding of existing pump performance, existing force mains conditions, discharge conditions, operations, and inflows as applicable.
- The model will be in InfoWater Pro and will have an existing (pre-project) conditions scenario and a post-project conditions scenario.
- Pump curves in the model are accurate and represent the best known conditions.

Subtask 2.2.3.2 – Model Updates and Wastewater Master Pump Station Sizing

The Design-Build Firm will update the model received from the County with route changes, if any, developed by the Preconstruction Team to determine impacts on the hydraulics of the force main system, including velocities and pressures. The model will also be updated to place the two wastewater master pump stations at hydraulically important locations, with one wastewater master pump station located on the Watson Road portion of the force main route and the other located at the existing SR 207 WRF site. Up to three sites will be tested with the hydraulic model for the wastewater master pump station on or near Watson Road. The location of the wastewater master pump station with the best hydraulic conditions for the upstream and downstream system will be given to the Preconstruction Team to determine its viability.

Exhibit A – Scope 1 Scope of Work and Fee Proposal

As the design progresses, up to six model runs will be performed to make updates to the model based on pipeline route, material, and inner diameter as well as the wastewater master pump station design conditions. Once the modeling is complete, the Design-Build Firm will provide the model files to the County for their use.

In addition to the hydraulic modeling, the Design-Build Firm will complete transient modeling of the master lift stations to assist with the design of the lift stations and force main. Surge mitigation measures will be recommended based upon the results of the transient modeling.

Deliverables:

- Model files with updated wastewater master pump station locations and force main design conditions.
- Table with comparison of system pressures for the various model scenarios with the model as received from the County.
- Table with recommended surge mitigation measures and locations for surge devices, such as air release valves.

Assumptions:

- The location of the wastewater master pump station at the existing SR 207 WRF site will not be revised appreciably during the design.
- The impacts of the new force main and wastewater master pump station on the upstream system will have been previously analyzed by the County. The analysis included here will note changes to the upstream system due to design revisions.

Subtask 2.3 – Design Services

Subtask 2.3.1 – Detail Design

Subtask 2.3.1.1 – Pipelines Detail Design

The purpose of this task is to use the decisions made in the previous stages to develop the project design. During this task, the Preconstruction Team and the Design Team will be integrated to facilitate input and coordinate design, cost estimation, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in Task 3.

Drawings, details, and technical specifications will be prepared in coordination with Design-Build Firm's subconsultants and subcontractors as well as SJCUD staff in a continuous and collaborative manner. As the design progresses, the following elements will be incorporated:

- Prepare a final pipeline alignment based on comments received in preliminary design.
- Proposed pipeline profiles will be developed based on the survey, SUE Level A test holes, existing grade, along with other factors affecting the design.
- Coordination with other utilities and government agencies where necessary.
- Drawings will comply with the SJCUD Standards and Details as applicable.
- Technical specifications will be developed using the Design-Build Firm's standard specification sections for each project component.

Drawings to be developed during the detail design include:

- Cover sheet
- General notes, abbreviations, legend
- Key map
- Pipeline plan and profile sheets
- Standard and miscellaneous details

Exhibit A – Scope 1 Scope of Work and Fee Proposal

Deliverables:

- Bluebeam Sessions with SJCUD: Continuous and collaborative submission of draft design drawings and draft technical specifications, in electronic PDF format, will be posted using the Bluebeam software for review and comments to be incorporated into the detail design.
- The Design-Build Firm will provide meeting summary documenting SJCUD's review comments and other pertinent issues discussed during the weekly collaborative meetings, in electronic format (PDF)

Meetings:

- Weekly in-person meetings with SJCUD and the Design-Build Firm management (PM, EM, and Pipeline DM) with the pipeline team leads and any as-needed discipline leads, subconsultants and subcontractors calling in via Teams to review and discuss design progress and specific issues needing SJCUD input and direction.

Assumptions:

- Pipeline plan and profile sheets will be developed at a plan view scale of 1 inch = 20 feet and a profile scale of 1 inch = 2 feet, except where a different scale may be needed for trenchless crossings or special design areas.
- SJCUD's and the Design-Build Firm's review comments, as well as comments from appropriate permitting agencies, will be incorporated into the subsequent phase design documents.
- All SJCUD review comments will be consolidated and organized into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from the SJCUD prior to proceeding with the Task 3 design activities.
- The pipeline plan and profile are frozen after detail design is complete.
- While identification of value engineering ideas will continue through all stages of design, no major value engineering efforts in order to meet budget are expected to occur after the preliminary design has been completed. It is assumed that the SJCUD's budget is clearly defined at this point and agreement on any changes necessary to meet that budget will have been made at the conclusion of preliminary design.

Subtask 2.3.1.2 – Wastewater Master Pump Stations Detail Design

The purpose of this task is to design and permit two wastewater master pump stations to convey flows from the existing SR 207 WRF and the flows redirected from the SR 207 and US 1 service areas. The scope of this portion of the project shall include, but shall not be limited to:

- SR 207 South Wastewater Master Pump Station: Design and construct a wastewater master pump station at the existing SR 207 WRF to convey flows from the existing SR 207 WRF to the new WRF. The design peak flow capacity shall be 3,556-gallon-per-minute (GPM) average day flow (ADF) and 8,890 GPM peak.
- Watson Road Wastewater Master Pump Station: Design and construct a wastewater master pump station near Watson Road to convey flows from the US 1 service area to the new SR 207 South Wastewater Master Pump Station. The design peak flow capacity for the new pump station shall be 1,140 GPM ADF and 2,850 GPM peak. The final Watson Road Wastewater Master Pump Station location will be determined during design development.

Once the site investigation has been performed, the force main routes defined, and the location for the wastewater master pump station is determined, the detail design will be developed. The Design-Build Firm shall perform review of the provided hydraulic model of existing system provided by SJCUD and adjust to determine wastewater master pump station volume, pump design point, and confirm force main sizing requirements. The Design-Build Firm will develop the wastewater master pump station design criteria, and force main standards based on SJCUD flow and velocity requirements.

Deliverables:

- Bluebeam Sessions with SJCUD: Continuous and collaborative submission of draft design drawings and draft technical specifications, in electronic PDF format, will be posted using the Bluebeam software for review and comments to be incorporated into the detail design.
- The Design-Build Firm will provide meeting minutes documenting SJCUD’s review comments and other pertinent issues discussed during the weekly collaborative meetings, in electronic format (PDF)

Meetings:

The Design-Build Firm will prepare the detail design documents (drawings and specifications) and submit to SJCUD for review and comment in a continuous and collaborative format through Bluebeam sessions for various design disciplines and at various stages of design completions. Therefore, the weekly meeting will be used to address any outstanding comments or unresolved issues that affect the progress of the design and the decision documented in the weekly minutes for incorporation into the detail design. The meetings for this subtask include the following:

- Weekly calls with SJCUD and the Design-Build Firm management (PM, EM, and DM) and any as-needed discipline leads to discuss design progress and any specific issues needing SJCUD input and direction. The wastewater master pump stations will be discussed during either the pipeline or WRF weekly meetings.

Assumptions:

- SJCUD’s and the Design-Build Firm’s review comments will be incorporated into the subsequent phase design documents.
- All SJCUD review comments will be consolidated and organized into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from the SJCUD prior to proceeding with the Construction Documents.

Subtask 2.3.2 – Construction Documents

Subtask 2.3.2.1 – Pipelines Construction Documents

The purpose of this task is to complete the design drawings and technical specifications. Updates, revisions, and comments from the intermediate design review will be incorporated. Drawings, details, and technical specifications will be prepared in coordination with the Design-Build Firm’s subconsultants and subcontractors as well as SJCUD staff in a continuous and collaborative manner.

During this task, the Preconstruction Team and the Design Team will be integrated to facilitate input and coordinate design, cost estimation, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination.

As the design progresses, the following elements will be incorporated as appropriate:

- Drawings, details, commercial, and technical specifications will be prepared for final review. The Design-Build Firm will also provide its Preconstruction Team’s comments on the design documents for SJCUD’s review (note that there will be continuous involvement of the Preconstruction Team during the development of the design).
- Coordination with other utilities and government agencies where necessary.
- Coordination of roadway repair and restoration. No drainage design is included in this scope of work. However, if the pipeline design requires removal/replacement of roadway/drainage items they shall be repaired in accordance with FDOT and St. Johns County standards.
- Erosion and Sedimentation Control Plan meeting local, state, and federal requirements.

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- Restoration plan for the project route, laydown areas, and construction staging area to original or better conditions. Restoration includes but is not limited to sodding/seeding, fences, mailboxes, driveways, sidewalks, curb and gutters, pavement, and landscaping.
- Temporary traffic control plans for the project route, in accordance with FDOT and St. Johns County standards.
- Drawings will comply with the SJCUD Standards and Details as applicable.
- Technical specifications will be developed using the Design-Build Firm's standard specification sections for each project component.

Typical design drawings for each pipeline package will include the following as appropriate:

- Cover sheet
- Signature sheet
- General notes, abbreviations, legend
- Key map
- Pipeline plan and profile sheets
- Standard and miscellaneous details
- Erosion and sedimentation control plans
- Restoration plans (pavement, etc.)
- Temporary traffic control plan sheets

Deliverables:

- Written responses and intended resolutions to design review comments will be provided in electronic format.
- Bluebeam Sessions with SJCUD: Continuous and collaborative submission of draft design drawings and draft technical specifications, in electronic PDF format, will be posted using the Bluebeam software for review and comments to be incorporated into the design.
- The Design-Build Firm will provide meeting summary documenting SJCUD's review comments and other pertinent issues discussed during the weekly collaborative meetings, in electronic format (PDF)
- One electronic copy (PDF) and 2 hard copies of the Construction Documents.

Meetings:

- Weekly in-person meetings with SJCUD and the Design-Build Firm management (PM, EM, and Pipeline DM) with the pipeline team leads and any as-needed discipline leads, subconsultants and subcontractors calling in via Teams to review and discuss design progress and specific issues needing SJCUD input and direction.

Assumptions:

- SJCUD's and the Design-Build Firm's review comments, as well as comments from appropriate permitting agencies, will be incorporated into the subsequent phase conformed documents.
- All SJCUD review comments will be consolidated and organized into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from the SJCUD prior to proceeding with the Task 3 design activities.
- Following agreement with the GMP and comments received following the Construction Documents submittal, including comments from permitting agencies, subcontractors, and vendors, the Design-Build Firm will coordinate all design document changes and incorporate those changes into a conformed drawing and specification set to be used for construction of the project. The efforts to produce this set of conformed documents will be included in the GMP amendment under Scope 2 services

Subtask 2.3.2.2 – Wastewater Master Pump Stations Construction Documents

The purpose of this task is to develop the final design drawings and technical specifications for GMP preparation for the two wastewater master pump stations. Updates, revisions, and comments from the detail design review will be incorporated. The drawings and specifications will be completed.

During this task, the Preconstruction Team and the Design Team will be integrated to facilitate input and coordinate design, cost estimation, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in Task 3.

The design documents will include the following:

- Drawings, details, commercial, and technical specifications will be prepared for final review, The Design-Build Firm will also provide its Preconstruction Team's comments on the design documents for SJCUD's review (note that there will be continuous involvement of the Preconstruction Team during the development of the design—the comments provided to SJCUD will only be the documented final review comments as the deliverable goes to quality assurance/QC).
- Written responses and intended resolutions to detail design review comments will be prepared.

Deliverables:

- Written responses and intended resolutions to the final design review comments
- One electronic copy (PDF) and 2 hard copies of the final design documents Design drawings, details, and technical specifications
- Project schedule
- Design review workshop agenda
- Design review workshop meeting minutes, in electronic format (PDF)
- Biweekly agenda and meeting summary notes of any major decisions and or action items
- SJCUD quality assurance review comments, in electronic format (PDF)

Meetings:

- Weekly calls with SJCUD and the Design-Build Firm management (PM, EM, and DM) and any as-needed discipline leads to discuss design progress and any specific issues needing SJCUD input and direction. The wastewater master pump stations will be discussed during either the pipeline or WRF weekly meetings.

Assumptions:

- SJCUD's and the Design-Build Firm's senior review comments, as well as comments from appropriate permitting agencies, will be incorporated into the subsequent phase design documents.
- The Design-Build Firm will conduct one review workshop at SJCUD's designated facility or at the Design-Build Firm's office. Up to 4 Design-Build Firm staff will attend this 4-hour meeting.
- All SJCUD review comments will be consolidated and organized into a single review form developed by the Design-Build Firm and approved by SJCUD so that the Design-Build Firm receives clear and unified direction from SJCUD prior to completing the Construction Documents.
- Following agreement with the GMP and comments received following the Construction Documents submittal, including comments from permitting agencies, subcontractors, and vendors, the Design-Build Firm will coordinate all design document changes and incorporate those changes into a conformed drawing and specification set to be used for construction of the project. The efforts to produce this set of conformed documents will be included in the GMP amendment under Scope 2 services

Subtask 2.3.3 – Owner Direct Purchase Submittal Review

Under this task, the Design-Build Firm's Design Team will coordinate with the construction team and respective vendors and provide technical review of all owner direct purchased pipe, valves, and fittings that are included under the construction allowances included in Task 4.

Deliverables:

- Submittal review comments in electronic format (PDF)

Meetings:

- None

Assumptions:

- The review of the submittals for all reclaimed water and force main transmission pipe, valves and fittings purchased under the allowances described in Task 4 is included in this scope of work. No subcontractor submittal review time is included in this scope of work and will be included under future allowance authorizations and or the GMP amendment.

Subtask 2.4 – Permitting Services

In accordance with Exhibit C of the Contract Agreement, the Design-Build Firm will secure the following permits outlined herein for the pipeline, site and facility improvements during Scope 1 as determined necessary by local codes and ordinances along the pipeline routes and at the two wastewater master pump station sites. Only the permits listed herein are assumed to be required and included in this scope of services. Those not listed and needed during construction will be provided under an allowance authorization or GMP amendment.

Subtask 2.4.1 – Environmental Permitting

The Design-Build Firm will meet with FDEP early in the design phase to discuss the objectives of the overall project and to clarify the level of environmental resource permitting needed for the pipeline routes and wastewater master pump station sites. For each pipeline segment design package, the Design-Build Firm will prepare and submit a State 404 Program and ERP application to FDEP electronically. The Design-Build Firm will monitor the permits throughout the approval process. The Design-Build Firm will provide responses to one RAI and submit to SJCUD for review.

Deliverables:

- Meeting agenda and meeting minutes for meeting with FDEP, in electronic format (PDF). One meeting is included.
- Permit applications submitted electronically to FDEP. It is anticipated there will be up to 12 pipeline segment FDEP permit applications and one for each wastewater master pump station site, with a goal to consolidate permit packages to the extent practical.

Meetings:

- One preliminary overall project meeting with FDEP.

Assumptions:

- Efforts for the pre-application meetings with FDEP ERP Permits related to the two wastewater master pump station sites and facilities is included under Subtask 1.4 as it is assumed these facilities can be discussed with the WRF and the reclaimed water booster pump station in the same meeting.
- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on 12 FDEP ERP and State 404 Program application packages for the pipeline segments, with a goal to consolidate permit packages to the extent practical.
- This scope is based on one RAI per FDEP permit application package, 12 total. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.

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- No wetland impacts are anticipated as we are assuming either HDD will be used for wetland crossings or alignment adjustments will be made to avoid wetland impacts. If wetland impacts are encountered, schedule and cost relief in the form of a contract adjustment and or allowance authorization may be required.
- All permit fees were estimated as allowance items and will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4. SJCUD will pay for all impact fees, if any, related to tree removal or they will be funded from the allowance fund in Task 4.

Subtask 2.4.2 – FDEP Wastewater Permitting

The Design-Build Firm will meet with FDEP early in the design phase to discuss the objectives of the overall project and to clarify the level of permitting needed. For each force main segment design package, the Design-Build Firm will prepare and submit a permit application to FDEP electronically utilizing FDEP Document No. 62-604.300(3)(a). The Design-Build Firm will monitor the permits throughout the approval process. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

Deliverables:

- Meeting agenda and meeting minutes for each meeting with FDEP, in electronic format (PDF). One meeting is included.
- Permit applications submitted electronically to FDEP.

Meetings:

- One preliminary overall project meeting with FDEP for the force mains and the two wastewater master pump stations (wastewater permitting).

Assumptions:

- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on up to five FDEP wastewater permit application packages for the force main segments and two wastewater master pump stations, with a goal to consolidate permit packages to the extent practical.
- This scope is based on one RAI per FDEP permit application package, five total. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- Permit fees will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4.

Subtask 2.4.3 – FDEP Water Main Extension Permitting

The Design-Build Firm will meet with FDEP early in the design phase to discuss the objectives of the overall project and to clarify the level of permitting needed. For each water main segment design package, the Design-Build Firm will prepare and submit a permit application to FDEP electronically utilizing FDEP Document No. 62-555.900(7) or 62-555.900(1), as appropriate. The Design-Build Firm will monitor the permits throughout the approval process. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

Deliverables:

- Meeting agenda and meeting minutes for the meeting with FDEP, in electronic format (PDF). One meeting is included.
- Permit applications submitted electronically to FDEP.

Meetings:

- One preliminary overall project meeting with FDEP for water mains.

Assumptions:

- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on three FDEP water permit application packages for the water main segments (WRF water main onsite, the water main extension under I-95, and the water main crossing under the railroad at Watson Rd).
- This scope is based on one RAI per FDEP permit application package, three total. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- Permit fees will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4.

Subtask 2.4.4 – FDOT Utility Permitting

The Design-Build Firm will meet with FDOT early in the design phase to discuss the objectives of the overall project and to clarify the level of permitting needed. For each road crossing or longitudinal route in FDOT right-of-way, the Design-Build Firm will organize a pre-application meeting with FDOT to review the proposed pipeline installation within the FDOT right-of-way. The Design-Build Firm will prepare and submit permit applications to FDOT for their review for the installation of pipelines in the FDOT right-of-way along the proposed pipeline route. The Design-Build Firm will monitor the permits throughout the approval process. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

Deliverables:

- Meeting agenda and meeting minutes for each meeting with FDOT, in electronic format (PDF). Up to 6 meetings are included.
- FDOT utility permit applications submitted online through FDOT's OneStop site electronically. It is anticipated the following FDOT roads will have a separate utility permit: SR 16 (reclaimed water), I-95 (reclaimed water at north end), I-95 (water main, reclaimed water, force main at south end), SR 207, US 1

Meetings:

- One preliminary overall project meeting with FDOT for the pipelines.
- Five pre-application meetings with FDOT. It is anticipated the following FDOT roads will have a separate meeting: SR 16 (reclaimed water), I-95 (reclaimed water at north end), I-95 (water main, reclaimed water, force main at south end), SR 207 (reclaimed water, force main), US 1 (force main)

Assumptions:

- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on five FDOT utility permit application packages: SR 16 (reclaimed water), I-95 (reclaimed water at north end), I-95 (water main, reclaimed water, force main at south end), SR 207 (reclaimed water, force main), US 1 (force main).
- This scope is based on one RAI per FDOT utility permit application package, five total. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- No permit fees required for FDOT Utility Permits.

Subtask 2.4.5 – St. Johns County Permitting

The Design-Build Firm will meet with St. Johns County early in the design phase to discuss the objectives of the overall project and to clarify the level of permitting needed. For each pipeline segment design package, the Design-Build Firm will organize a pre-application meeting with St. Johns County to review the proposed pipeline installation within the St. Johns County Right-of-Way. For each pipeline segment design package, the Design-Build Firm will prepare and submit a permit application to St. Johns County. The Design-Build Firm will monitor the permits throughout the approval process. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

Deliverables:

- Meeting agenda and meeting minutes for each meeting with St. Johns County, in electronic format (PDF). Thirteen meetings are included.
- Permit applications submitted electronically to St. Johns County. It is anticipated there will be 12 pipeline segment permit applications, with a goal to consolidate permit packages to the extent practical.

Meetings:

- One preliminary overall project meeting with St. Johns County.
- Twelve pre-application meetings with St. Johns County, one for each pipeline segment design package, with a goal to consolidate permit packages to the extent practical.

Assumptions:

- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- This scope is based on 12 permit application packages for the pipeline segment design packages, with a goal to consolidate permit packages to the extent practical.
- This scope is based on one RAI per permit application package, 12 total. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- Permit fees will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4.

Subtask 2.4.6 – FECR Railroad Utility Crossing License

The Design-Build Firm will organize a meeting with Florida East Coast Railway (FECR) early in the design phase to discuss the objectives of the overall project and to clarify the level of detail needed for the application for the utility crossing at Watson Road. The Design-Build Firm will prepare an application form and required documents for submittal to FECR. The Design-Builder will monitor the application throughout the review process. The Design-Build Firm will provide responses to RAIs.

Deliverables:

- Meeting agenda and meeting minutes in electronic format (PDF). One meeting is included.
- Application submitted to FECR as required (including hard copies).

Meetings:

- Attendance at one meeting is included.

Assumptions:

- Application package must be approved by SJCUD prior to submittal to FECR.
- One application is assumed for both the water main and force main railroad crossings since the crossings are in close proximity. If a separate application is required for the water main crossing, schedule and cost relief in the form of a contract adjustment and or allowance authorization may be required.
- This scope is based on one RAI.
- Application fees will be paid for out of the permitting fee allowance.

Subtask 2.4.7 – SJCUD Site and Building Permits for the Wastewater Master Pump Station Sites

The Design-Build Firm will organize a single pre-application and planning meeting with the County review staff and stakeholders for the wastewater master pump station sites. The plans, calculations and County DRC permit applications for each site will be prepared in accordance with County Land Development Code. The Design-Build Firm will provide responses to RAIs and submit to SJCUD for review.

Exhibit A – Scope 1 Scope of Work and Fee Proposal

The Design-Build Firm will organize a single pre-application meeting with the Building Department to determine the building permit requirements for the proposed improvements. The Design-Build Firm will also prepare and submit the required Building permit applications at the wastewater master pump station sites. Funding for the efforts to prepare and submit these applications and to answer any RAIs is included as an allowance item under Task 4. Electrical permits will be obtained during construction activities and included in future allowance or the GMP authorization.

Deliverables:

- Meeting agenda and minutes for each pre-application meeting
- Up to two County DRC permit applications as described above
- Signed and sealed documents as deemed necessary by each regulatory agency

Meetings:

- One pre-application meeting with St. Johns County DRC
- One pre-application meeting with St. Johns County Building Department

Assumptions:

- No specific dewatering permit requirement is anticipated.
- The Design-Build Firm will provide draft copies of application forms for SJCUD's review and approval. The Design-Build Firm will serve as the point of contact for permitting agencies regarding their need for additional information or clarification of submitted information by the Design-Build Firm.
- Permit application packages must be approved by SJCUD prior to submittal to the regulatory agency.
- All permit fees were estimated as allowance items and will be paid for by the Design-Build Firm and funded via the allowance fund described in Task 4. SJCUD will pay for all impact fees, if any, related to tree removal or they will be funded from the allowance fund in Task 4.
- Any coordination or approvals from the Fire Marshal will be done in coordination with SJCUD and St. Johns County and under the review process for the St. Johns County Development Plan Review and Building permits.
- This scope and fee is based on one RAI from each permit application submitted.

The number of building permits required for the wastewater master pump stations will not be known until after the pre-application meeting with County Building Department. Thus, funding for the efforts to prepare and submit these applications and to answer any RAIs is included as an allowance item under Task 4.

Task 3 – Preconstruction Services

Subtask 3.1 – Project Management

The Design-Build Firm will provide project management services to meet the following goals and objectives throughout the duration and delivery of the scope of services included in this agreement:

- Support and coordinate with SJCUD to develop and maintain the project implementation schedule and communicate project progress to project stakeholders.
- Charter, direct, coordinate, align, review, and monitor the Design-Build Firm's team project execution to confirm the delivery of quality work products within budget and scheduled deliverable timeframes.

The Design-Build Firm will develop and implement an internal work plan to define and establish the following matters related to project execution:

- Team organization and responsibilities
- A list of deliverables, outlines, assignments, and budgets
- A list of available resources and previous work products
- A senior reviewer/Design Team QC matrix
- Procedures for communication and distribution of information
- A schedule showing the expected timing of tasks, preliminary dates for deliverables, and anticipated dates for meetings between SJCUD staff and the Design-Build Firm

The Design-Build Firm's PM will prepare, implement, monitor, and update the work plan as required throughout delivery of the work. The Design-Build Firm will manage, administer, coordinate, and integrate all work of the Preconstruction Team as required to deliver the work within budget and on schedule. The Design-Build Firm will also communicate regularly with the SJCUD PM and project stakeholders, conduct and organize meetings described in the previous tasks, and prepare and submit a summary of progress with monthly invoices.

The Design-Build Firm's PM and applicable staff related to the topic at hand will meet with SJCUD's PM and their applicable staff to present and discuss project progress and issues as outlined in Task 3 throughout the delivery of the Scope 1 services. The activities and tasks outlined in Task 3 form the basis of the Design-Build Firm's delivery plan and the level of effort included in Exhibit B; however, this is not a complete list of all coordination that will be required. The Design-Build Firm PM will issue notes and update tracking logs from the meetings to document the discussion, resolution of outstanding issues, decisions, and information needs. These meetings will occur once per week for Tasks 1 and 2 each until 10 months after NTP. In addition, the Design-Build Firm will organize quarterly stakeholder meetings with key stakeholders from the Design-Build Team and SJCUD staff.

Progress meetings and workshops and other meetings identified in this scope of services will be held virtually or at SJCUD offices. In-person and virtual attendance is as noted in the meetings outlined under the specific tasks.

Deliverables:

- Development of the technical review procedure for Scope 2 as described in the contract agreement
- Setup and maintenance of a document platform system to share electronic documents
- Meeting agendas and meeting summaries
- Monthly invoices and summary of progress, as outlined in the contract agreement

Meetings:

- Specific workshops noted under Tasks 1, 2, and 3
- Progress meetings as noted in Task 3 (or as needed) with the SJCUD PM and applicable staff and the Design-Build Firm's PM and any additional staff as needed to discuss preconstruction progress and any specific issues needing SJCUD input and direction

Subtask 3.2 – Cost Estimating and Value Engineering

The Design-Build Firm will use its costing database, input from partnering subcontractors (Crom and JB Coxwell) and the to-be-determined (TBD) prime subcontractor(s), market outreach, and the Timberline Software package to provide costing validation throughout the preconstruction phase of the project. The initial estimate provided during the preliminary engineering phase of the project will be used as the initial baseline cost estimate. The baseline estimate will be used to track projected costs throughout delivery of the project and continuously measure this against SJCUD's budget. This estimate will be updated as changes are made and the design progresses throughout the design development until all allowances and the GMP have been delivered.

Using the initial baseline estimate and subsequent continuous progressive estimate updates, the Estimating Team will work with the scope manager, PM, and Design Team to continuously provide feedback on changes tracked in the decision log that impact costs so that real-time pricing can be provided. The Estimating Team will also work with the Design Team, scope manager, and PM to provide continuous value engineering support to help guide the Design-Build Firm's team to a project scope that is within the SJCUD's identified budget. This continuous value engineering and cost estimating support will occur as design decisions are made and during the review of the preliminary, intermediate, and final design documents. The Estimating Team will also work with the procurement team to assemble and deliver the allowances and GMP described under the procurement section in Subtask 3.8.

The Preconstruction Team will provide continuous reviews of the design documents as they are developed. The Design-Build Firm will share the Preconstruction Team's comments that are significant in impacting cost or schedule from this activity with SJCUD so that they can review the feedback being provided.

Deliverables:

- Baseline cost estimate and narrative
- Intermediate cost estimate updates and a summary of changes on a monthly basis
- Cost saving and/or value engineering ideas and approaches documented in the decision log, which is updated on a continuous basis
- Cost saving and/or value engineering ideas that are captured in a review form by the Preconstruction Team during the constructability and value engineering review at the preliminary, intermediate, and final design document reviews for Tasks 1 and 2

Meetings:

- An initial 2-hour baseline cost estimate review meeting will be conducted with up to four Design-Build Firm personnel
- Meetings to review cost estimate updates as requested with advance notice at the design workshops outlined in Tasks 1 and 2 (GMP will be reviewed during the GMP development and negotiation outlined in Subtask 3.9)
- Refer to Constructability, Value Engineering, and Schedule Review Meetings outlined under Subtask 3.6.

Assumptions:

- SJCUD will confirm the project scope, budget, and schedule with the Design-Build Firm at the kickoff meeting and understands that this is the budget and schedule the Project Team will be aiming to meet until the GMP is delivered. The Design-Build Firm will in turn work closely with the entire team to produce a design that meets these scope, budget, and schedule goals. Any changes to the scope affecting schedule and estimated costs will be communicated by the Design-Build Firm, and SJCUD will either authorize the change, and in doing so acknowledges the represented project budget and schedule impact changes that were communicated by the Design-Build Firm, or not authorize them, and the project budget and schedule would not change.
- No progressive estimates or value engineering efforts beyond those outlined under Task 3.2 are included or budgeted.

Subtask 3.3 – Project Controls and Schedule

The Design-Build Firm and its partnering subcontractors (Crom and JB Coxwell) and the TBD prime subcontractor(s) will develop a Critical Path Method (CPM) project schedule using the Primavera P6 software package. The initial baseline schedule provided during the preliminary engineering phase of the project for the preconstruction phase will be detailed to show the sequence of all Scope 1 activities, while the Scope 2 (final design, construction, and commissioning phase) activities will be a higher-level, summary type schedule. The construction phase portion will be developed further as the design evolves and will be completely detailed at the time of GMP submission. Schedule updates will be prepared monthly to show progress of the work completed, status of work in progress, and the upcoming activities.

Deliverables:

- Initial baseline schedule to be submitted with the baseline cost estimate
- Progressive schedule updates on a monthly basis electronic (PDF) format
- Formal Allowance/GMP Schedules for the work included in the allowance or GMP in question to be submitted with each of the two allowances and one GMP in electronic (PDF) format

Meetings:

- Progressive schedule updates will be reviewed as needed/requested during progress meetings, design review workshops, and the GMP review workshops described herein

Assumptions:

- SJCUD will confirm the project scope, budget, and schedule with the Design-Build Firm at the kickoff meetings in Subtask 1.1 and 2.1 and understands that this is the budget and schedule the Project Team will be aiming to meet until the GMP is delivered. The Design-Build Firm will in turn work closely with the entire team to produce a design that meets these scope, budget, and schedule goals. Any changes to the scope affecting schedule and estimated costs will be communicated by the Design-Build Firm, and SJCUD will either authorize the change, and in doing so acknowledges the represented project budget and schedule impact changes that were communicated by the Design-Build Firm, or not authorize them, and the project budget and schedule would not change.

Subtask 3.4 – Risk Management

The Design-Build Firm will develop a project risk register early on in the project to identify, track, minimize, manage, mitigate, and price risks and effectively respond to risk events when they occur. The risk register will be created and updated jointly with SJCUD and the Design-Build Firm team to identify potential risks to the project. The Design-Build Firm will conduct an initial risk identification meeting with SJCUD to identify potential risks/mitigation strategies and assign the party most appropriate to manage the risk. The risk register will be used to determine Design-Build Firm and owner contingency amounts to be carried within each allowance and GMP by assigning probability of occurrence and cost and schedule impacts for each item, then running a statistical analysis. The Design-Build Firm will discuss with SJCUD, review, and update the risk register as the design progresses prior to each allowance and GMP development.

Deliverables:

- The initial risk register in electronic format (PDF) provided in the Design-Build Firm's technical proposal will be updated shortly after project kickoff and updated throughout the project. Note that cost and schedule impacts as well as probability of occurrence will not be populated until a contingency calculation is performed with the GMP submittal.
- Updated monthly risk register as the design progresses will be posted on a project SharePoint site.
- Final risk register and contingency calculation for the GMP.

Meetings:

- It is assumed that the initial risk identification and mitigation strategy workshop meeting will be held after the project kickoff meetings (at an agreed-upon time and date) outlined under Task 1 and 2 and that they will be 2 hours long, will occur in-person, and will include up to three Design-Build Firm staff.
- There are no other subsequent meetings dedicated solely to reviewing the risk register. The risk register can be discussed or reviewed with SJCUD during other regularly scheduled meetings outlined in Subtask 3.1 or in other scheduled meetings described herein and as requested by SJCUD.

Subtask 3.5 – Scope Management

The Design-Build Firm will use a decision log to identify, track, and mitigate changes to the initial scope of services and incorporate any changes and their impacts into the overall project cost estimate and schedule as the design progresses. Any cost or schedule impacts from decisions made will also be noted and recorded in the decision log. The overall goal of scope management is to memorialize key decisions that are made throughout the delivery of the project and to aid the Design-Build Team in designing to the budget communicated by SJCUD.

Deliverables:

- Initial decision log template in electronic format (PDF) at project onset
- Decision log will be updated regularly and shared at regular progress meetings with SJCUD, noted in Subtask 3.1

Meetings:

- Decision log discussion and reviews will be conducted at the regularly scheduled progress meetings described under Subtask 3.1.

Assumptions:

- SJCUD will confirm the project scope, budget, and schedule with the Design-Build Firm at the kickoff meeting in Subtasks 1.1 and 2.1 and understands that this is the budget and schedule the Project Team will be aiming to meet until the GMP is delivered. Any changes to the scope affecting schedule and estimated costs will be communicated by the Design-Build Firm, and SJCUD will either authorize the change, and in doing so acknowledges the represented project budget and schedule impact changes that were communicated by the Design-Build Firm, or not authorize them, and the project budget and schedule would not change.

Subtask 3.6 – Constructability Reviews

The Design-Build Firm's construction team, including strategic subcontractors (Crom and JB Coxwell) and the TBD prime subcontractor(s), will continuously review and evaluate the Task 1 and Task 2 design documents and project schedule as they progress up to approximately the 60% design stage to confirm the design is constructible and can be constructed in a timely and efficient manner. Value engineering, constructability, and cost savings ideas will also be captured during these continuous reviews and shared with SJCUD. Ideas and comments provided by the construction team will be discussed and adjudicated with SJCUD at the weekly design review meetings during a document review meeting and then incorporated into the design documents as the project progresses. The construction team will also develop and review the preliminary sequence of construction and schedule approach included in the project schedule and contract documents that will become the basis of the Design-Build Firm's GMP.

Deliverables:

- Construction sequencing and project schedule included in the PER and input to the construction activities in the regularly updated project schedule
- Meeting agenda and minutes for construction and commissioning sequence workshop

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- Constructability ideas and approaches documented in the decision log, which is updated on a continuous basis
- Constructability, schedule and cost saving ideas tracked in a log that are captured during weekly design review meetings

Meetings:

- Construction and Commissioning Sequence and Critical Tie-in Workshop – The Design-Build Firm's construction manager, along with the preconstruction manager, PM, and commissioning specialist will lead and attend a 4-hour workshop with SJCUD shortly after the preliminary design deliverable to discuss construction and commissioning sequencing, constraints, and critical tie-ins and shutdowns/service interruptions.

Subtask 3.7 – Commissioning Reviews

The Design-Build Firm's commissioning specialist, with input from partnering subcontractors (Crom and JB Coxwell) and the TBD prime subcontractor(s), will review and evaluate the design documents and project schedule as the project progresses to confirm it will meet the functional requirements defined by SJCUD and plan for and to optimize commissioning efforts into the design. Commissioning reviews will be completed at the preliminary, detailed design, and final design documents stages and will occur concurrently with the Design-Build Firm's internal QC process. Comments from the commissioning specialist's review of the design documents will be incorporated into the design documents as the project progresses. The commissioning specialist will also develop a preliminary commissioning and training approach that will be included in the PER Subtask 1.2.7, and it will also become the basis of the Design-Build Firm's GMP.

Deliverables:

- Commissioning and operability ideas and approaches documented in the decision log, which is updated on a continuous basis
- Commissioning and operability ideas that are captured in a review form by the Preconstruction Team during the constructability and value engineering review at the preliminary, intermediate, and final design document reviews
- The preliminary commissioning and training approach included in the PER and Division 1 specifications
- Input to the commissioning activities in the regularly updated project schedule
- Input to the GMP related to staffing and other resources needed to perform the defined commissioning activities
- Review and input into performance criteria that will be part of the GMP Amendment
- A more detailed summary of commissioning and training assumptions included with the GMP submittal as applicable

Meetings:

- Commissioning specialist will attend the construction and commissioning sequence workshop outlined in Subtask 3.6.

Subtask 3.8 – Procurement and Owner Direct Purchase Support

The procurement team will manage subconsultant and partnering subcontractor subcontract agreements and pay applications. Additionally, the procurement team, in conjunction with the lead estimator, PM, and preconstruction manager, will develop a procurement plan and work packages that reflects the proposed plan outlined in Appendix B. This plan will be submitted to SJCUD for their review and comment. The plan will generally break work into one of the three main categories:

- Subcontracted work with teaming partners – for this work, detailed scopes of work will be developed, and the teaming subcontractors will be required to provide open book and transparent pricing.

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- Subcontracted work with a TBD Prime WRF Subcontractor(s) – the Design-Build Firm intends to bring on a prime subcontractor to perform certain key critical scopes of work at the WRF site. A best value based solicitation that may include some of the following items: delivery, experience, pricing components such as fee on cost of work and General Conditions, ability and approach to meet schedule, resource availability, H&S and financial metric and other similar components will be developed, solicited and proposals will be reviewed/ranked and a firm selected. The Design-Build Firm will develop a list of firms that the solicitation will be sent to, minimum qualifications and the selection criteria. SJCUD will have an opportunity to provide comment on the recommended prime subcontractor(s) selected by the Design-Build Firm for their consideration prior to award. Once selected by the Design-Build Firm, a detailed scope of work will be developed, and the prime WRF Subcontractor will be required to provide open book and transparent pricing.
- Subcontracted work that is bid through a competitive best value based selection process – all other work not included in one of the categories above as outlined in the proposed procurement plan summary in Appendix B will fall under this category. Detailed scopes of work will be developed for up to 27 ODP packages (25 for major equipment as well as 2 reclaimed water and force main transmission piping, valves and fittings) and the subcontracted work packages for one GMP package to minimize scope gaps and bids will be solicited and any required addendums will be issued. The Design-Build Firm will also work closely with SJCUD to develop a master ODP agreement template (including supplemental conditions to be developed by the Design-Build Firm) to be included in each ODP solicitation.

As the Design-Build Firm develops the technical documents, the Preconstruction Team and Design Team will work together to complete the following:

- Identify equipment to be installed during construction that either requires early procurement to allow sufficient time for manufacture or customization and delivery to the site or that will not be readily available or will be inordinately expensive if not procured well in advance of construction.
- Identify materials needed for construction that should be procured and stockpiled to avoid potential shortages, are currently priced advantageously and should be procured or ordered to avoid possible price fluctuations, and require early procurement to give sufficient time for shipment and delivery.
- In the case of any such item, Design-Build Firm will propose to SJCUD early procurement, prior to completion of the technical documents. SJCUD will, at its option, procure the item itself (as owner furnished material) and make the item available to Design-Build Firm during construction, authorize Design-Build Firm to purchase the item (as part of the Design-Build Firm's scope of work or as ODP), for mutually agreed compensation or reimbursement based on cost and standard markups, or inform the Design-Build Firm that the item is not to be procured until a later point, with acknowledged acceptance by SJCUD of the risk of adverse price or schedule impacts.

Deliverables:

- Draft and final procurement plan in electronic format (PDF) will be submitted no more than 4 weeks after the Scope 1 NTP is issued. The final procurement plan will be completed with the GMP.
- Draft and final Prime WRF Subcontractor bid list will be provided. Solicitation review summary will be provided.
- Draft and final ODP scope and agreement package (ODP Package Template), including SJCUD's standard purchase order, along with any mutually developed supplemental conditions, will be submitted.
- Up to two groups of ODP bid packages will be solicited as shown in the attached schedule (higher priority ODP items and the remaining ODP). A draft and final bid package will be provided that includes scope, bid forms, and addendums in electronic format (PDF) and 2 final hard copies.
- Up to two allowance requests and one GMP will be developed as reflected in the procurement plan outline in Appendix B. A draft and final bid package will be available upon request that includes scope, bid forms, and addendums in electronic format (PDF) for each allowance and GMP request.

Meetings:

- One ODP workshop to review purchase order terms and conditions as well as anything else to be included in the ODP procurement packages is assumed to be needed and included. It is assumed that the workshop will be 2 hours, will occur in-person, and will include up to three Design-Build Firm staff (PM, EM, and preconstruction manager).

Assumptions:

- Two allowance requests and one GMP will be developed and submitted as shown in the project schedule. SJCUD and the Design-Build Firm may adjust the timing and or quantities of each in the final procurement plan or during delivery of the project as dictated by the market, project schedule or other project circumstances.
- The Design-Build Firm shall promote the use of local businesses as outlined in the Contract Agreement.

Subtask 3.9 – Allowance and Guaranteed Maximum Price Development and Negotiation

The Design-Build Firm will prepare two allowance requests and one GMP as generally outlined in the draft procurement plan outline shown in Appendix B. Pricing will be as described under the three categories described in Subtask 3.8. The Design-Build Firm will develop ODP and subcontract work packages and a specific procurement plan outlined in Subtask 3.8 that will outline the final approach. The level of design utilized to generate the allowance requests and GMP packages is generally shown in the Scope 1 schedule in Table 6.

The Design-Build Firm will evaluate all ODP and subcontractor proposals and or bids, compile and summarize them, and then make recommendations for a best value selection into a GMP proposal. The allowance requests and GMP proposals will include any assumptions and clarifications, a detailed scope and fee, a summary of how the women/minority-owned business enterprise and small local business enterprise goals will be met (as defined by SJCUD prior to finalizing the procurement plan), a proposed schedule, and comments on SJCUD's proposed agreement, along with the ODP and or subcontractor bid tabulation summary. The allowance requests and GMP proposals will include all work to complete engineering, permitting, commissioning, and construction tasks. The Design-Build Firm's entire allowance requests and GMP proposals will be open book and transparent, including estimates for all work the Design-Build Firm intends to self-perform. The Design-Build Firm will then schedule a meeting with SJCUD to review the draft allowance requests and GMP proposals and the recommended subcontractor or vendor for each work package. Based on SJCUD's feedback, the Design-Build Firm will finalize and submit the GMP proposal for approval.

Deliverables:

- Bid package tabulations in electronic format (PDF) and 2 final hard copies for each ODP bid package (up to 27) will be provided. The bid tabulation will include a summary of bids received along with any commercial exceptions, the scope of services for that package, along with any issued addendums and the recommended vendor to be used.
- A letter of intent as well as a draft and final ODP purchase order agreement for each ODP packages (up to 27 ODP packages) will be provided. Letter of intents will be used to authorize vendors to submit submittals prior to an approved GMP.
- Two allowance requests and one GMP bid package summaries – Bid package tabulations in electronic format (PDF) and 2 final hard copies for two allowance requests and one GMP will be provided. For each bid package, the bid tabulation will include a summary of bids received, any parallel estimating efforts performed to demonstrate competitive pricing, the scope of services for that package, along with any issued addendums and the recommended subcontractor to be utilized by the Design-Build Firm to perform the work.

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- Draft and final allowance requests and GMP proposals and all supporting documentation in electronic format (PDF) and 2 hard copies will be submitted.
- One executed and negotiated GMP contract agreement will be submitted for the one GMP proposal required per the master design-build agreement.

Meetings:

- Two allowance requests and one GMP review and negotiation workshops will be attended by the Design-Build Firm's PM and preconstruction manager and up to two other Design-Build Firm team members.

Assumptions:

- Two allowance requests and one GMP will be developed and submitted. SJCUD and the Design-Build Firm will finalize the approach in the final procurement plan and mutually agree upon the optimal time to deliver each.
- Letters of intent for ODP packages will be sent before the GMP is developed and negotiated with the purpose of getting vendors to submit submittals prior to receiving a completed purchase order from SJCUD. If a vendor will not produce and submit submittals under a letter of intent, it is assumed SJCUD will either issue a purchase order or allow the Design-Build Firm to modify the project schedule to reflect any impacts from delaying submittals until a purchase order is issued at a later date.

Task 4 – Allowance for Additional Services

This Allowance for Additional Services Task provides for additional design, permitting, and preconstruction services that could not be accurately defined at the time this scope of work was created and early construction services needed in order to maintain the aggressive schedule. Compensation for and authorization to utilize all allowance work will be in accordance with the provisions of the contract agreement outlined in Article IV Section 4.1.2.1 – 6. Identified allowance items as shown in Tables 3 and 4 were used to define and establish an overall allowance fund as described under the compensation section of this Exhibit A general description.

Subtask 4.1 – Allowances for Additional Design, Permitting, and Preconstruction Services

The allowance items under this subtask are outlined in Table 3 and are for additional design, permitting, and preconstruction services that could not be accurately defined at the time this scope of work was created. Further detail and assumptions regarding each allowance can be found in Appendix C.

Table 3. Allowance Items for Additional Design, Permitting, and Preconstruction Services

Allowance Item Number	Description
001	Surveying and SUE – as needed survey and SUE services
002	Geotechnical Borings, Soil Testing, Analyses, and Reports
003	Reverse Osmosis Concentrate going to Anastasia Island - Detailed Design
004	Permitting Allowance
005	Vac Truck Unloading Facility - Detailed Design
006	Site Security - Detailed Design
007	Owner-directed additional work and services not included in the Scope 1 Services
008	Environmental Services
009	500,000-Gallon-per-Day Capacity Analysis (per Article 3.1.2.2 of the contract agreement) – Options include relocating the concentrate line, additional capacity at the existing SR 207 WRF, early treatment at the new WRF or a package plant at the new or existing WRF before October 1, 2024
001	Pipeline Route Evaluation
011	Tree Inventory for Pipeline Routes

Subtask 4.2 – Allowances for Early Construction Services

The allowance items under this subtask are outlined in Table 4 and are for construction services needed in order to maintain the aggressive overall project schedule. Further detail and assumptions regarding each can be found in Appendix C, Compensation Summary.

Table 4. Allowance Items for Early Construction Services

Allowance Item No.	Description
001	Pipeline Early Work and WRF Early Pipe Procurement – refer to Appendix B, Proposed Procurement Plan Summary
002	WRF Early Site Work, Select Construction Work, Select ODP Procurement & Site Utilities – refer to Appendix B, Proposed Procurement Plan Summary.

General Assumptions and Clarifications

The following assumptions apply to all tasks identified under this scope of services:

- The project scope and deliverables outlined herein are the basis of the schedule, fee, and level of effort provided by the Design-Build Firm.
- No Wetlands mitigation efforts are included for the WRF site in this Scope
- Permitting efforts are limited to the permits identified in the related permitting sections above. Additional permitting efforts will be funded via an Allowance Authorization.
- No DBE/MBE goals required for Scope 1 or Scope 2. The Design-Build Firm will include the County's desire to maximize local business participation as outlined in the contract agreement and consider this as criteria for best valued selection of subcontractors and vendors.
- No public outreach or community involvement efforts under Scope 1 are expected or included.
- The WRF and reclaimed water storage tank and booster pump station design scope, schedule and level of effort are based upon replicating and resizing the design shown in the Player's Club and Bannon Lakes Ground Storage Tank and Booster Pump Station record drawings and design specification respectively except for specific variations and modifications outlined under Task 2.
- The wastewater master pump stations design scope, schedule and level of effort is based upon the markups and drawings received from SJCUD (Alan Flood) on August 10, 2022. This includes a small prefabricated electrical building and odor control unit.
- Making decisions and providing the Design-Build Firm direction in a timely fashion is critical in order to maintain the planned schedule. The schedule is based upon SJCUD's continuous input and review of the design and preconstruction deliverables described under this scope of services. Deliverable review timelines are outlined under Table 6 in the Schedule section.
- Access to the site for geotechnical borings is assumed to be available by no later than 5 days after NTP for Scope 1 Services when geotechnical data collection is required to advance the design. It is also assumed that no site improvements (roads and/or ground stabilization) are required to conduct the borings. If access is prohibited or limits the planned geotechnical borings from being performed to provide information to progress the design, additional design or redesign may be required depending on the findings, The additional design and/or redesign will require cost and schedule relief via a change order and or allowance authorization.
- No unsuitable or contaminated soils and or groundwater will be encountered on the project.
- Delays beyond the control of the Design-Build Firm may require a time extension and corresponding price adjustment.
- Information and data provided by SJCUD are accurate and reliable.
- WRF and pump station CAD drawings will be prepared using the Bentley suite of automation products, including MicroStation, and delivered as PDFs. One conversion of the drawings into AutoCAD will be provided at the end of 100% design. Three-dimensional models used to produce construction documents will not include building information modeling features. Pipeline CAD drawings will be prepared using AutoCAD Civil 3D. If SJCUD will ultimately want a two-dimensional GIS database with attributes and locations at the conclusion of the project, they should notify the Design-Build Firm early in the project so that the models are set up property. Completing the two-dimensional GIS database deliverable is not part of this scope. If required, it would be included in the completion phase scope.
- The Scope 1 project schedule is based upon SJCUD and regulatory approval times.
- All project deliverables will be available on the Project Information Management System site in addition to an email with link provided and electronic or hard copies as described above.
- SJCUD standard details and specifications provided prior to the start of design will be used where applicable in the design documents. This may involve modification to details based on feedback during the preliminary phase.

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- SJCUD will provide all criteria and full information regarding SJCUD's requirements for the project, including planning and design objectives and constraints, performance requirements, environmental concerns, scheduling constraints, and any budgetary limitations.
- SJCUD will provide assistance in arranging for access to and make provisions for the Design-Build Firm to enter upon public and private property as required by Design-Build Firm to perform its services.
- SJCUD will provide timely reviews and responses to questions from Design-Build Firm that could impede the project delivery schedule.
- SJCUD will provide consolidated review comments with unified direction to Design-Build Firm on how to proceed.
- Standard details will be included in the drawings,
- The Design-Build Firm will use its standard CSI 49-division technical specifications.
- No federal funds or funds requiring special procurement provisions, such as Buy American, are being used to provide funding for this project, and thus no additional procurement efforts to administer such programs are included in the estimated level of effort.
- All easements, right-of-way and property acquisition is the responsibility of SJCUD.
- Reclaimed water end users and demand for 100% of the effluent is provided by SJCUD for the FDEP Domestic Wastewater Treatment Permit application. No effort is included in this scope of work to evaluate or define reclaimed water customers and or demand.
- The ODP storage building is assumed to be a maximum of 5,000 square feet with no finishes, plumbing, fire protection, etc. with the sole purpose of storing equipment and materials, spare parts, etc. during construction. The building space would be turned over as is but some minor design accommodations such as added conduits, electrical panel accommodations for added circuits, etc. will be made so that SJCUD can convert into a maintenance building. All buildings on the new site will be of similar construction materials and physical size and will have similar intended uses to those at the Player's Club WRF. As such, a Building Architectural and Facilities Workshop is not needed and was not included.
- The size, number and location of temporary construction easements needed for the project is unknown. Thus, the cost of permitting or acquiring temporary construction easements is not included in this Scope 1 scope of services. If required, this will be included in a future allowance authorization or GMP amendment.
- The coordination and scheduling of the incoming temporary and permanent power for the WRF, reclaimed water booster pump station and wastewater master pump station sites have not been started by SJCUD. The Design-Build Firm will provide these coordination services under this scope of services; however, it is assumed that the needed work from FP&L will not impact the design schedule or future construction milestones. No FP&L fees are included in Tasks 1 through 3 and would need to be funded from an allowance authorization in Task 4 or the GMP amendment.
- The only site that may require rezoning is the property where the wastewater master pump station near US 1 will be located. The Design-Build Firm will help SJCUD determine the best location for the property via hydraulic modeling of the wastewater FM transmission line and SJCUD will require the property no later than the January 2023.
- The County Road 208 road crossing is assumed to be by open cut with a road closure just east of Toms Road, since a relatively straight forward detour route exists.
- The reclaimed water main along Allen Nease Road is assumed to be on the west side of the right-of-way since the existing 24-inch water main is along the east side. Therefore, the survey and SUE will focus on the west side of the Allen Nease Road right-of-way, except at the road crossing location.
- No open cut of FDOT pavement and crossings of FDOT roads will be trenchless. Connections to the existing force main and water main along SR 207 are assumed to be outside the pavement and will

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only require a lane closure on SR 207 (at most). Connection to the existing force main on the east side of US 1 is assumed to be outside the pavement and will only require a lane closure on US 1 (at most).

- Watson Road pavement restoration will match existing pavement section and dimensions. Upgrades to the pavement or roadway section are not included. Traffic control/maintenance of traffic along Watson Road is assumed to be with a lane closure and flagger type operation. We have not budgeted to create a detour route where existing paved roadways and public right-of-way do not currently exist, if a road closure is required along Watson Road.
- Pipeline clearing and grubbing (including laydown yards) is scheduled to start in February of 2023 and pipe installation in April of 2023. The GMP is scheduled to be approved by June 6, 2023. To start pipeline activities prior to the GMP, the Design Build-Firm will need access to the Allowances in Task 4.1.
- Table 5 includes the assumed permit review timeframes in the Scope 1 schedule:

Table 5. Scope 1 Assumed Permit Review Schedule

Permit Name	Submit, Review, Approve Time Included in the CPM
St. Johns County Special Use Permit / Rezoning / Variance Requests for Master Lift Station and Reclaimed Water Booster	17 weeks
St. Johns County Development / Right-of-Way Permit	9 weeks
St. Johns County Clear and Grub Permit (CGCP)	2 weeks
St. Johns County Building Permit	4 weeks per permit
FDEP Construction General Permit (Large Site)	4 weeks
FDEP 62-600 Domestic WWF Permit and Reclaimed Water Transmission lines	18 weeks
FDEP Form 62-604.300(3)(a) Notification/Application For Constructing A Domestic Wastewater Collection/Transmission System	4 weeks
FDEP Application for Permission to Place a Public Access Reuse System in Operation, Form 62-610.300(3)(a)3	2 weeks
FDEP Form 62-555.900(7) Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs or 62-555.900(1) Application for a Specific Permit to Construct PWS Components	4 weeks
FDEP ERP General and State 404 Permit	13 weeks
FDOT Utility Permit	7 weeks
FECR Railroad Utility Crossing License	26 weeks

Notes:

All durations are based on calendar durations, unless noted otherwise

All timeframes begin when the application is submitted

It is likely that some of the permits will not be issued/approved prior to the end of Scope 1 services.

Schedule and Compensation

Schedule

The Scope 1 services contract time is defined under Article III Section 3.1.1. A detailed CPM schedule showing interim milestones for Scope 1 activities will be delivered within 14 calendar days of the NTP. Both parties agree and understand that the interim milestone dates were established using the best available information when this scope of services was created and they are subject to change and will be modified and updated during the regular schedule updates described under Task 3. Table 6 summarizes the schedule milestones for Scope 1 and includes important notes.

Table 6. Scope 1 Schedule Milestones

Milestone	Approximate Date or Timeframe	Notes
Scope 1 Notice to Proceed	September 15, 2022	Based on BOCC approval on September 6, 2022
Kickoff and Project Development Week	September 19 – 22, 2022	Project chartering, kickoff meetings, and workshops.
Preliminary Engineering Report to SJCUD for Review	December 23, 2022	SJCUD available review time: 5 workdays. ¹
Allowance 1 Use Request to SJCUD for Review	October 2022 – April 2023	SJCUD available review time: 5 workdays. ²
Allowance 2 Use Request to SJCUD for Review	December 2022 – April 2023	SJCUD available review time: 5 workdays. ²
Pipeline and WRF GMP to SJCUD for Review	April 20, 2023	All items not in Allowance 001 or 002 1, 2. ⁵
Pipeline and WRF GMP Approval by SJCUD BOCC	June 6, 2023	All items not in Allowance 001 or 002. ⁵
WRF and Reclaimed Water Booster Pump Station Construction Documents Complete	September 30, 2023	Provided to SJCUD for reference.
Pipeline and Wastewater Master Pump Station Construction Documents Complete	September 30, 2023	Provided to SJCUD for reference.
Scope 1 Services (Tasks 1, 2, 3) Complete	September 30, 2023	All Design Packages at 100%. Note certain permit issuance/approvals under Tasks 1 and 2 may extend beyond this date.

Notes:

- 5 work days of time is provided in the schedule for SJCUD to review the PER and any other deliverable during design and preconstruction unless stated otherwise in this scope of services. Design will continue during this period of time.
- 5 work days of time will be provided in the schedule for SJCUD to review Allowance Use Requests. The Design-Build Firm and SJCUD will work together ahead of time to establish a format for presenting these costs prior to the first Allowance Use Request so that there are no surprises to SJCUD. Please note that review times for Allowance Use Requests will likely be on the critical path of the schedule, and delays in reviews could delay the project.
- It is important to note that Allowance Use Requests may need to be more granular and frequent to facilitate the fast-moving schedule. For example, certain components of Allowance 2 may need to be procured before pricing is available on other components of Allowance 2, and therefore we may need an Allowance Use Request 2a, 2b, etc.
- In addition, as the project is being defined, it may be necessary to add scope to one or all of the Allowances. The plan, as reflected above, is based on the best information available at this time, and it is probable that the final execution of the Allowances will vary from the initial plan.
- For GMP proposal, the Design-Build Firm has included the following review and processing times in the schedule for SJCUD and the Design-Build Firm:
 - 2 work days for review workshops and presentation of the GMP proposal to SJCUD.
 - 5 work days for SJCUD to review the proposal and develop questions.

Exhibit A – Scope 1 Scope of Work and Fee Proposal

- c. 3 work days for review of SJCUD GMP proposal questions and final negotiations.
- d. 1 work week as contingency time on b, c, and d above.
- e. 2 work weeks for preparation of materials for the Board of County Commissioners meeting.
- f. 1 week for the Board of County Commissioners meeting and issuance of Notice of Award to The Design-Build Firm.
- g. Total time from delivery of GMP proposal to Notice of Award: 6 weeks.

BOCC = Board of County Commissioners

Compensation

Compensation is pursuant to Article IV for Scope 1 Design and GMP Development Work. Compensation shall be a lump sum amount of \$10,885,326 for Tasks 1 through 3 plus the Allowance amount of \$19,114,674 for Allowance Items described in Task 4 for a total Scope 1 contract value of \$30,000,000. A summary of the compensation for Tasks 1 through 4 is shown in Appendix C.

Appendix A
Design Criteria



Appendix A

DESIGN-BUILD CRITERIA PACKAGE (DCP)

Prepared for:

St. Johns County Board of County Commissioners

Prepared by:

St. Johns County Utilities

1205 SR 16

St. Augustine, Florida 32084

(904) 209-2700

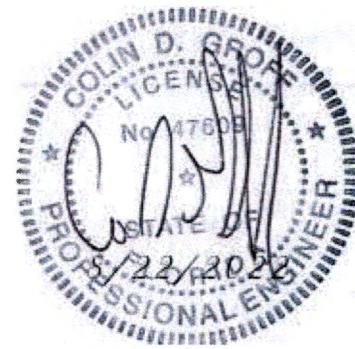
Design Professional:

Colin D. Groff, P.E.

License No. 47609

Original Date: 4/12/2022

Revision No 1. Date: 8/19/2022



Q:\Engineering\SR 207 WRF\01 Project Management\01 Scope of Work\2022-08-09 Design Criteria Rev 1.docx

APPENDIX A
DESIGN CRITERIA PACKAGE

1.0 PROJECT SCOPE

The purpose of this design criteria package is to furnish sufficient information to provide design-build firms base performance information required for the successful completion of the project. The design criteria package specifies performance-based criteria for the project. This information should not be considered final nor shall be used by the selected Design-Build team proposal for the qualifications based selection process. Final performance and design criteria will be developed during the first phase of the project in conjunction with the Owners design and construction team.

This project will be conducted as a Progressive Design Build process where it is intended that the DESIGN BUILD FIRM is selected based on qualifications and once contracted will develop the project from the initial planning stages through design, construction, and warranty period.

The Project will include the design, permitting, and construction of a new Water Reclamation Facility (WRF) to consolidate the wastewater flows from the SR 207 and portions of the Anastasia Island wastewater service areas. The new WRF will be located on a site north of SR 207, 1.0 mile west of the I-95 and SR 207 intersection. The parcel identification number for the site is 136360-0000.

The maximum design capacity of the new WRF will be 6.5 million gallons per day (MGD). The first phase of the WRF will be designed and constructed to handle 3.25 MGD with the first phase being fully functional and placed into operations at the completion of this Project. The second phase of the project will be constructed at a later date. The project also includes all required transmission pipe to convey sewer to the new facility and to transmit final treated effluent to customers as reuse water or to the effluent disposal system.

Schedule, costs, redundancy, safety and operational ease and flexibility are also important considerations for the Project. For operational ease and maintaining a standard for consistency throughout the Owner's wastewater treatment facilities, the Design Builder will consider similar treatment and equipment components that were used in the Players Club Water Reclamation Facility, located at latitude 30° 11' 12.41" N, longitude -81° 23' 37.26" W, on 1100 ATP Tour Blvd, TPC Parking Sawgrass, Ponte Vedra Beach, Florida. The following list contains the major components to be constructed in this Project.

- Headwork's Structure containing Band Screens, Grit Removal System, and Odor Control
- Concrete Biological Treatment Trains designed as a 4-stage Bardenpho Activated Sludge Process with carbon addition and phosphorus removal capabilities.
- Blower Building with Air-bearing Turbo Blowers for Aeration
- Secondary Clarifiers and Dry-pit Submersible RAS/WAS Pump Station
- Chemical Feed and Storage Systems
- Tertiary Filtration
- UV Disinfection System
- Non-Compliance Water Storage System
- In-Plant Pump Station
- Reclaimed Water Storage and Distribution
- Biosolids Handling Tank and a Dewatering Building with Belt Press and supporting equipment.
- Administration Building with Laboratory

A general layout of these components are shown on Exhibit A and B. This layout is only conceptual and may change during the Preliminary Design Development of the project.

The Project will also include the design, permitting, and construction of major pipelines and pump stations to connect the new WRF to the County's existing reclaimed water and wastewater infrastructure.

2.0 FACILITY PERFORMANCE CRITERIA

2.1 WASTEWATER TREATMENT REQUIREMENTS.

2.1.1 DESIGN CAPACITIES: The maximum design capacity of the new WRF will be 6.5 MGD. The first phase of the WRF will be designed and constructed to handle 3.25 MGD with the first phase being fully functional and placed into operations at the completion of this project. The second phase of the project will be constructed at a later date. The peak hour factor for the WRF will be 2.5. The peak hour factor was determined based on the flows from the Shores Master Pump Station flow meter.

2.1.2 PHYSICAL, CHEMICAL, AND BIOLOGICAL CHARACTERISTICS: St. Johns County Utility Department (SJCUD) began sampling the raw wastewater physical, chemical, and biological characteristics at the Shores Master Pump Station. A summary of this data and the last 3 years of FDEP Discharge Monitoring Reports for the SR 207 WRF have been made available as part of the Request for Proposals. This data may be used in developing the basis of design for the WRF.

2.1.3 SECONDARY TREATMENT LIMITS: The facility shall be permitted as a water reclamation facility under the Florida Department of Environmental Protection's (FDEP) F.A.C. Chapter 62:610 Part III – Slow-rate Land Application Systems; Public Access Areas, Residential Irrigation, and Edible Crops. The new WRF shall provide advanced wastewater treatment with high level disinfection and effluent limits of CBOD5:TSS:TN:TP of 5:5:3:1 ppm, respectively.

2.1.4 REUSE WATER DISCHARGE: Treated effluent from the new WRF will be used as reclaimed water for irrigation to serve the St. Johns County's golf course, 4900 Cypress Links Blvd., Elkton Florida and the County's northwest reclaimed water service area.

2.1.5 SURFACE WATER DISCHARGE: The County is performing an evaluation of the Matanzas River and Moultrie Creek to determine if the surface water discharge from the existing SR 207 WRF can be expanded. The initial design will assumed all treated effluent will be distributed to the County's reclaimed water distribution system.

2.1.6 REGULATORY REQUIREMENTS: The proposed improvements shall comply with the following regulations:

- St. Johns County Land Development Regulations
- Florida Building Code
- Chapters 62-4, 62-160, 62-302, 62-520, 62-522, 62-550, 62-555, 62-600, 62-602, 62-604, 62-610, 62-620, 62-625, 62-640, 62-650, 62-699 and other applicable rules of Florida Administrative Code and Chapter 403 Florida Statutes

2.2 PERFORMANCE TESTS. To be determined during the Guaranteed Maximum Price negotiations prior to the approval of Scope 2 of the project.

3.0 RECOMMENDED DESIGN STANDARDS

3.1 PRETREATMENT: For the proposed new facility, the headworks shall be equipped with fine screens, a vortex grit removal system, and an odor control system. DESIGN BUILD FIRM shall include a cost-benefit alternatives analysis to determine the final design flow for the headworks. At

a minimum, the new headworks will need to receive the peak hour flow from the service areas with a factor of 2.50 above the annual average daily flow. Additionally, SJCUD operations would like to consider sizing the new headworks to allow the in-plant pump station flow and returned activated sludge flow to be treated through the screens. The analysis should review the viability of separating or including these alternative flows to the new headworks design.

3.1.1 The headworks will have three channels, two channels will house a 6-mm automatic mechanical center-flow band screen with a screenings compactor followed by an inclined manual bar screen and the third by-pass channel with an inclined manual bar screen. A vortex grit removal system will be located downstream of the screening process. Grit pumps will pump the grit/wastewater slurry to a grit classification system for washing, separation and removal. The approach channels of the headworks and grit tank will be covered using solid checker plate. A biotrickling filter odor control system shall be designed to treat the odorous gases released at the headworks.

3.1.2 COMPONENTS: The pretreatment process will include the following components:

- Headworks Structure
- Slide gates/weir gates
- 2 Channel Type Band Screens in 2 channels
- 3 Inclined Manual Bar Screens (Two Primary/1 By-pass)
- 2 Screening Compactor
- 1 Grit Removal System
- Grit pumps
- 1 Magnetic Flowmeter
- Flow Split Structure
- Odor Control System
- Automatic Composite Sampler

3.2 BIOLOGICAL TREATMENT PROCESS: The treatment train will be designed as a 4-stage Bardenpho Activated Sludge process. The screened, dewatered water would first flow into completely mixed pre-anoxic zone(s). The pre-anoxic zones are followed by an aeration zone including internal mixed liquor recycle pumps and then post anoxic and reaeration zones. If the DESIGN BUILD FIRM determines the influent wastewater to be carbon limited, additional carbon in the form of glycerin will be required to provide food for de-nitrification in the post anoxic reactor. Alum will be utilized to achieve the required phosphorus removal. Biological treatment chemicals shall be housed in a precast building. Following the anoxic/aeration basin is the secondary clarification process, return activated sludge pumps (RAS), waste activated sludge system (WAS), and scum pump station.

3.2.1 COMPONENTS: The biological treatment process will include the following components:

- Flow Split Structure between the headworks and biological treatment trains
- Slide gates/weir gates/slucice gates
- Two Biological Treatment Trains consisting of:
 - Anoxic, Aerobic, Post-Anoxic Basins with Reaeration
 - Submersible Mixers
 - Fine Bubble Diffusers
- Internal Recycle Pumps
- Blowers for Reaeration
- Common Effluent Channel and Drop Box
- Blower Building with Air-bearing Turbo Blowers for Aeration
- Aeration Piping and any necessary pipe support system
- Two Secondary Clarifiers with Algae Brush System
- Dry-pit Submersible RAS/WAS Pump Station

- Scum Pump Station
- Alum Bulk Storage and filling station
- Bulk Storage and filling station
- Precast building to house chemical feed pumps

3.3 TERTIARY FILTRATION: The tertiary filtration will be sized to handle the peak flow. The 4-Stage Bardenpho process will be able to consistently achieve total nitrogen levels below 3 mg/L and the alum dosing upstream of the clarifiers will help precipitate phosphorous within the clarifiers. Tertiary filtration will be achieved with a cloth media (woven polyester) disk filtration for removal of suspended solids to a level of 5mg/L or less. Overflow from the two proposed secondary clarifiers flow will be divided equally among two tertiary disk filter units. Filtrate from the basins will flow by gravity to the subsequent disinfection basins. Each filter unit will be completely contained in its own basin equipped with isolation butterfly valves. A connection to the noncompliance water storage system shall be provided upstream of the isolation valves.

3.3.1 COMPONENTS: The filtration system will include the following components:

- Flow-splitter structure with weir gates, if necessary
- Structures to support filters
- Two 10 micron cloth media (woven polyester) disk filtration
- Access walkways designed for all sides of the filters
- Overflow/Reject Pump System
- Canopy for the Filters

3.4 DISINFECTION PROCESS: The disinfection process design shall be based on using ultraviolet light (UV) disinfection. From the UV disinfection process, the treated effluent will flow from the effluent chamber of the disinfection tank to the reclaimed water storage tanks or to the noncompliance water storage tanks. DESIGN BUILD FIRM shall design a complete UV System in accordance with the Design Build Agreement, Exhibit A - Scope of Work and Fee Proposal.

3.4.1 COMPONENTS: The UV disinfection system will include the following components:

- Influent magnetic flow meter(s)
- UV basin with canopy and lift system (if necessary based on final selection of UV system)
- UV system
- Pumping system to the noncompliance water ground storage tanks
- Effluent pumping system for the discharge to the reclaimed water ground storage tanks
- Electrical building (preferred if combined with Blower Building if site planning allows)

4.0 STORAGE FACILITIES

4.1 NONCOMPLIANCE WATER STORAGE SYSTEM: In the event that effluent quality does not meet specifications, effluent piping will be designed so that effluent will be transferred to two (2) ground storage tanks and the capacity shall be the volume equal to one day flow at the average daily design flow of the treatment plant or the average daily permitted flow of the reuse system, whichever is less. Noncompliance water storage pumps will be submersible type inside a wet-well and will be controlled by level transducers. All noncompliance water storage tanks shall have rain capture features for rainwater harvesting.

4.1.1 COMPONENTS: The noncompliance water storage system will include the following components:

- Two Pre-stressed Concrete Ground Storage Tanks
- Wet well and submersible noncompliance water return pumps

4.2 RECLAIMED WATER STORAGE AND DISTRIBUTION SYSTEM: Reclaimed effluent will be transferred to new on-site reclaimed water ground storage tanks located north of the treatment facility where it will be stored for distribution to a reuse golf course discharge location and disposed

to the Northwest reclaimed water service area near SR 16 and Toms Road. All discharge locations shall be individually metered at the pump station. SJCUD shall complete a hydraulic analysis of the discharge locations and provide the required design criteria to the DESIGN-BUILD FIRM. All reclaimed water storage tanks shall have rain capture features for rainwater harvesting.

4.2.1 COMPONENTS:

- Reclaimed water ground storage tanks (2 covered tanks w/ rainwater harvesting, 4.5 MG each)
- Reclaimed water high service pump station
- Electrical building
- Effluent flow meters

4.3 ON-SITE RECLAIMED WATER STORAGE AND DISTRIBUTION SYSTEM: An on-site reclaimed water storage and distribution system shall be designed to provide plant process water. A hydropneumatic tank will be included in the design between the reclaimed water on-site pumps and the site distribution system to maintain pressure in the reclaimed water distribution system. The hydropneumatic tank shall provide pressure required by the plant process components or individual boosters pumps shall be added to the individual process components where necessary. A sodium hypochlorite system may be included for on-site reuse.

4.3.1 COMPONENTS:

- On-site Reuse Pump Station
- Hydropneumatic Tank with enclosed air compressor
- Flow meter
- Sodium Hypochlorite storage, metering, and injection system for on-site reuse system

4.4 IN-PLANT PUMP STATION: An in-plant pump station shall be designed to return the plant drain system to the head of the plant. The in-plant pump station will be a submersible pump station with wet well and level control system.

4.4.1 COMPONENTS: The in-plant pump station will have the following components:

- Wet Well
- Submersible pumps

5.0 **BIOSOLIDS TREATMENT:**

5.1 GENERAL: Based on the current sludge disposal method through an outside contractor to haul the dewatered sludge for further processing, there are no treatment requirements that need to be satisfied such as a digestion process. The design services for the biosolids treatment will consist of sludge holding, dewatering, and transporting via a hauling contractor.

5.2 BIOSOLIDS TREATMENT: The solids handling process will begin at the solids holding tank with a hydraulic residence time of 3-5 days. It will be aerated and mixed by coarse bubble air diffusers. Positive displacement blowers will provide air to the sludge holding tank. The sludge holding tank will also be used for flow and solids equalization. The solids will be pumped to a 3-belt filter press. The use of the 3-belt filter press will eliminate the need for a separate thickening step. A polymer feed and storage system will be provided. Waste activated sludge will be pumped from the solids holding tank to the three-belt filter press dewatering process. Dewatered cake will then be conveyed to a truck and collected by the contracted hauler for further processing. The sludge holding tank shall be designed with a valved decant system similar to the system located at the Players Club WRF.

5.2.1 BIOSOLIDS COMPONENTS: The biosolids treatment system will include the following components:

- Sludge storage tank with coarse bubble diffusers
- Positive displacement blowers

- Design considerations for future grinder
- Belt Filter Press Feed Pump
- Magnetic Flow Meter
- 3-Belt Filter Press
- Polymer and feed system
- Belt conveyor
- Dewatering building
- Truck loading station and roadway

6.0 **ELECTRICAL SYSTEM:**

6.1 **GENERAL:** The design services will include the necessary coordination to provide an electrical service through a 480 volt, 3 phase, 3 wire service from Florida Power & Light (FP&L) transformer located near SR 207. The electrical distribution system will employ a power distribution switchboard with a main breaker and automatic transfer switch. The new switchboard will distribute the incoming utility power to the Motor Control Centers (MCC's). The MCC's will provide power feeds to all process related equipment. Emergency power will be provided from a new standby generator through the automatic transfer switch. The starting of the standby generator or transferring of power will occur automatically anytime normal utility power is lost. The standby generator will be housed in a sound attenuated non-walk-in weatherproof enclosure and it's associated above grade diesel fuel storage tank will be installed on a concrete pad near the electrical building.

6.1.1 **COMPONENTS:** The electrical system will include the following components:

- 480 volt, 3 phase, 3 wire service from a new FP&L utility transformer
- Power distribution switch board with main breaker and automatic transfer switch
- Emergency power from a new stand-by generator
- Grounding system designed with all structures at same grounding potential
- Transient voltage surge suppressors on 480 volt lines entering the switchgear
- Lightning protection system with UL Master Label for all buildings
- Microprocessor-based, solid-state, power metering devices on incoming electrical lines
- Electrical manholes shall be designed with automatic sump pump system

7.0 **INSTRUMENTATION AND CONTROL SYSTEM:**

7.1 **GENERAL:** The instrumentation and control system shall consist of field mounted measurement control devices hardwired to a central instrumentation control panel. The plant equipment will be monitored and controlled both locally and remotely from the Supervisory Control and Data Acquisition (SCADA) system. The SCADA system will consist of a remote telemetry unit (RTU) and an operator hand machine interface (HMI) computer workstation. Remote instrumentation and control panel will be provided in the administration building. DESIGN BUILD FIRM shall assist with coordination of extending high-speed internet access to the new WRF.

7.1.1 **COMPONENTS:** The instrumentation and control system will include the following components:

- Central instrumentation and control panel located in the electrical room
- Local (electrical room) and remote (administration building) SCADA system
- HMI in the control room based on SJCUD standard telemetry equipment
- Site security and surveillance system to include gate access control and video monitoring
- All pumping sequences will follow Last In First Out logic
- All field instruments to support plant operation

8.0 **BUILDINGS:**

- 8.1 ADMINISTRATION BUILDING: The administrative building will include two offices, a Control Room with central monitoring and local control and four work stations, Laboratory, Multipurpose room with kitchen, Men's/Women's bathrooms with showers/lockers, Electrical Room, Storage and Janitor Room.
- 8.2 PROCESS RELATED BUILDING: The process related buildings will include an Electrical/Blower/High Service Pump Building(s), Chemical Building, and Maintenance Room. The Reclaimed Water.Storage System south of the new WRF will require a separate Electrical/High Service Pump Building(s).
- 8.3 DEWATERING BUILDING: The dewatering building will include the belt filter press, polymer system, conveyor, and supporting equipment.
- 8.4 ODP STORAGE BUILDING (FUTURE MAINTENANCE BUILDING): The ODP building will be a metal storage building for use during construction to become a storage and maintenance building for the WRF after construction. The ODP storage building is assumed to be a maximum of 5,000 square feet with no finishes, plumbing, fire protection, etc. with the sole purpose of storing equipment and materials, spare parts, etc. during construction.
- 8.5 Subsequent discussions with SJCUD staff and other related discipline lead designers will determine the final design, size of the buildings and spaces therein.
- 9.0 **CIVIL SITE WORK**
- 9.1 YARD PIPING: DESIGN BUILD FIRM shall design all process piping and drains.
- 9.2 ON-SITE UTILITIES: Potable water and fire protection will be provided by a new water main to be installed by the DESIGN BUILD FIRM and served from the existing 24-inch water main located along SR 207. Currently, there is a 10-inch valve connection at the entrance to the site. The DESIGN BUILD FIRM shall provide the design of an on-site Potable water system to serve the facility and the Non-potable water to be used for process water and landscape irrigation.
- 9.3 LANDSCAPING AND IRRIGATION: The landscaping shall be designed in compliance with the Special Use Zoning Permit and the St. Johns County buffer, landscape and tree ordinance. Buffer areas or portions where natural vegetation provides adequate visual screen will remain natural and undisturbed by clearing or any construction activity. Where natural vegetation is inadequate, supplemental plantings will be selected for natural survival expectancy and the ability to meet requirements. On-site irrigation will be provided by the on-site reclaimed water distribution system to support the landscaping and grassed areas throughout the site.
- 9.4 SITE WORK: The civil site work includes providing stormwater facilities on site, including a swale system, a detention pond, control structures, and a paved twenty foot paved access road within the plant boundary and extending out to SR 207. Parking requirements shall comply with the requirements of the St. Johns County Land Development Code. All internal driveways shall have minimum turning paths to accommodate an interstate semitrailer (up to a WB-62 design vehicle).
- 10.0 **WASTEWATER FORCE MAIN WORK**
- 10.1 Design and construct four major wastewater force mains to connect the new WRF to the County's existing wastewater infrastructure. The County proposes the following tasks to be included, but not limited to:
 - 10.1.1 Route from new WRF to SR 207 right-of-way: Design and construct a twenty four inch (24") wastewater force main from the new WRF to the north side of SR 207 right-of-way, near Coquina Crossing Drive.
 - 10.1.2 Route across SR 207 to SR 207 MPS: Design and construct a twenty four inch (24") wastewater force main from a point near Coquina Crossing Drive, crossing SR 207 to

Cypress Link Boulevard, and continuing to the new SR 207 MPS. The 24” main will continue 1,500 feet east to I-95.

- 10.1.3 Route along the west side of I-95: Design and construct a twenty inch (20”) wastewater force main from a point 4,600 feet southeast of the I-95 and SR 207 intersection continuing 5,520 feet south along the west side of I-95 to a point where the force main will cross under I-95 as described in paragraph 14.0..
- 10.1.4 Route from the East side of I-95 to US 1: Design and construct a sixteen inch (16”) wastewater force main from the east side of I-95 to a point of connection near the northeast quadrant of the intersection of Watson Road and US 1. The design and construction requirements of the crossing under I-95 and the FEC railroad are described in paragraph 14.0.
- 10.1.5 Exhibit D and E provides the transmission routes described above. Final wastewater transmission routes will be determined during the Preliminary Design Development of the project.

11.0 RECLAIM WATER MAIN WORK

11.1 Design and construct three major reclaimed water transmission pipelines to connect the new WRF to the County’s existing reclaimed water infrastructure. The County proposes the following tasks to be included, but not limited to:

- 11.1.1 Northern Route from the WRF to Wellfield Property: Design and construct a twenty-four inch (24”) reclaimed water pipeline from the new WRF to a location 8,600 feet north of the CR 214 Water Treatment Facility located at 2160 Water Plant Road herein referred as the Wellfield Property.
- 11.1.2 Wellfield Property to SR 16: Design and construct a twenty inch (20”) reclaimed water pipeline from the Wellfield Property to the I-95, continuing north along the west right-of-way of I-95 to Commercial Drive, continuing west along Commercial Drive to 3575 Agricultural Center Drive. The 20” main will continue north crossing under CR 208, continuing north along Tom’s Road, crossing SR 16 near the Waffle House located at 2729 SR 16. A portion of the 20” reclaimed water pipeline from CR 208 to the new Water Booster Station at 3575 Agricultural Center Drive will be designed and constructed by others.
- 11.1.3 Southern Route to SR 207 WRF: Design and construct a twenty-four inch (24”) reclaimed water pipeline from the new WRF to the existing SR 207 WRF located at 4428 Golf Ridge Drive. A twenty-four inch (24”) reclaimed water main will continue east to a crossing under I-95 as described in paragraph 14.0. The reclaimed water transmission main (southern route) for this project will terminate at the east end of the new HDD installed under I-95. Future development will continue this piping to the east at a later date.
- 11.1.4 Exhibit C-1, C-2, C-3, D, and E provides transmission routes as described above. Final reclaimed water transmission routes will be determined during the Preliminary Design Development of the project.

12.0 RECLAIMED WATER STORAGE AND DISTRIBUTION SYSTEM

12.1 Reclaimed Water Booster Stations and Ground Storage Tanks: Design, permit and construct two (2) major Reclaimed Water Booster Stations (RWBS) to connect the new WRF to the County’s existing reclaimed water infrastructure. One RWBS will be located north of the new WRF and the second RWBS will be constructed 8,600 feet north of the CR 214 Water Treatment Facility located at 2160 Water Plant Road where it will be stored and re-pumped for distribution to the Northwest

reclaimed water service area. The scope of this portion of the project shall include, but shall not be limited to:

- 12.1.1 RWBS located north of new WRF: Design, permit and construct a RWBS which may include two (2) 4.5 million gallons (MG) concrete ground storage tanks (GSTs); high service pumps with an estimated design flow of 2,015 gallons per minute (GPM) average daily flow (ADF) and 8,060 GPM peak; a single story, two-room building where all pumps, mechanical and electrical for the pump station will be housed; and one emergency backup generator. The RWBS shall be designed to provide for future expansion up to 18.0 MG of on-site storage. A conceptual site plan showing the components of the proposed booster station is included in Exhibit A. The County will provide the pressures and design parameters for the reclaimed system south of the WRF property.
- 12.1.2 Wellfield Property (8,600 feet north of the CR 214 Water Treatment Facility located at 2160 Water Plant Road): Design, permit and construct a RWBS which may include one (1) 2.0 MG concrete ground storage tank; high service pumps with an estimated design flow of 2,015 GPM ADF and 8,060 GPM peak; a single story, two-room building where all pumps, mechanical, and electrical for the pump station will be housed; and emergency backup generator. The facility shall be designed to provide for future expansion up to 4.0 MG of on-site storage. The County currently owns a 1.43 acre parcel (250' x 250') and is pursuing additional property for future expansion. The County will provide the pressures and design parameters for the reclaimed system north of the wellfield property.

13.0 WASTEWATER MASTER PUMP STATIONS

- 13.1 Design and construct two Wastewater Master Pump Station (MPS) to convey the flows from the County's existing infrastructure to the new WRF. The County proposes the following tasks to be included, but not limited to:
 - 13.1.1 SR 207 South MPS: Design and construct a MPS at the existing SR 207 WRF to convey flows from the existing SR 207 WRF and the flows redirected from the SR 207 and US 1 service areas. The design peak flow capacity for this new pump station shall be 3,556 GPM ADF and 8,890 GPM peak.
 - 13.1.2 Watson Road MPS: Design and construct a MPS near Watson Road to convey flows from the US 1 service area to the new SR 207 South MPS. The design peak flow capacity for the new pump station shall be 1,140 GPM ADF and 2,850 GPM peak. The final Watson Road MPS location will be determined during the Preliminary Design Development of the project.

14.0 HORIZONTAL DIRECTIONAL DRILLS

- 14.1 Design and construct two horizontal directional drills (HDD) under I-95 located 4,600 feet southeast of the I-95 and SR 207 intersection to accommodate a 24-inch HDD reclaimed water main, and a 20-inch HDD water main. The two parallel HDDs will be installed sequentially within a utility easement to be acquired by the County.
- 14.2 Design and construct one horizontal directional drills (HDD) under I-95 located 10,130 feet southeast of the I-95 and SR 207 intersection to accommodate a 20-inch HDD sewer force main. The one HDD will be installed sequentially within a utility easement to be acquired by the County.
- 14.3 Design and construct one horizontal directional drills (HDD) under I-95 located 10,770 feet southeast of the I-95 and SR 16 intersection to accommodate a 24-inch HDD reclaimed water main. The one HDD will be installed sequentially within a utility easement to be acquired by the County.
- 14.4 There may be other horizontal directional drills within the project depending on the constructability of the pipeline routes and the avoidance of impacting wetlands.

14.5 Using the most appropriate trenchless method, design and construct two pipes under the FEC Railroad crossing at Watson Road to accommodate a 20-inch HDD sewer force main and a 20-inch HDD water main. A future 16-inch water main will be constructed under a separate contract.

15.0 **VACUUM TRUCK RECEIVING STATION**

15.1 Develop alternatives for inclusion of a Vacuum Truck Receiving Facility at the new WRF site. The facility may include a concrete vacuum truck unloading pad, dual screening system with sludge screw conveyor, pump station, force main, and other site improvements. The design and construction of the receiving station will depend on the availability of funds for the WRF project.

16.0 **STANDARDS MANUAL**

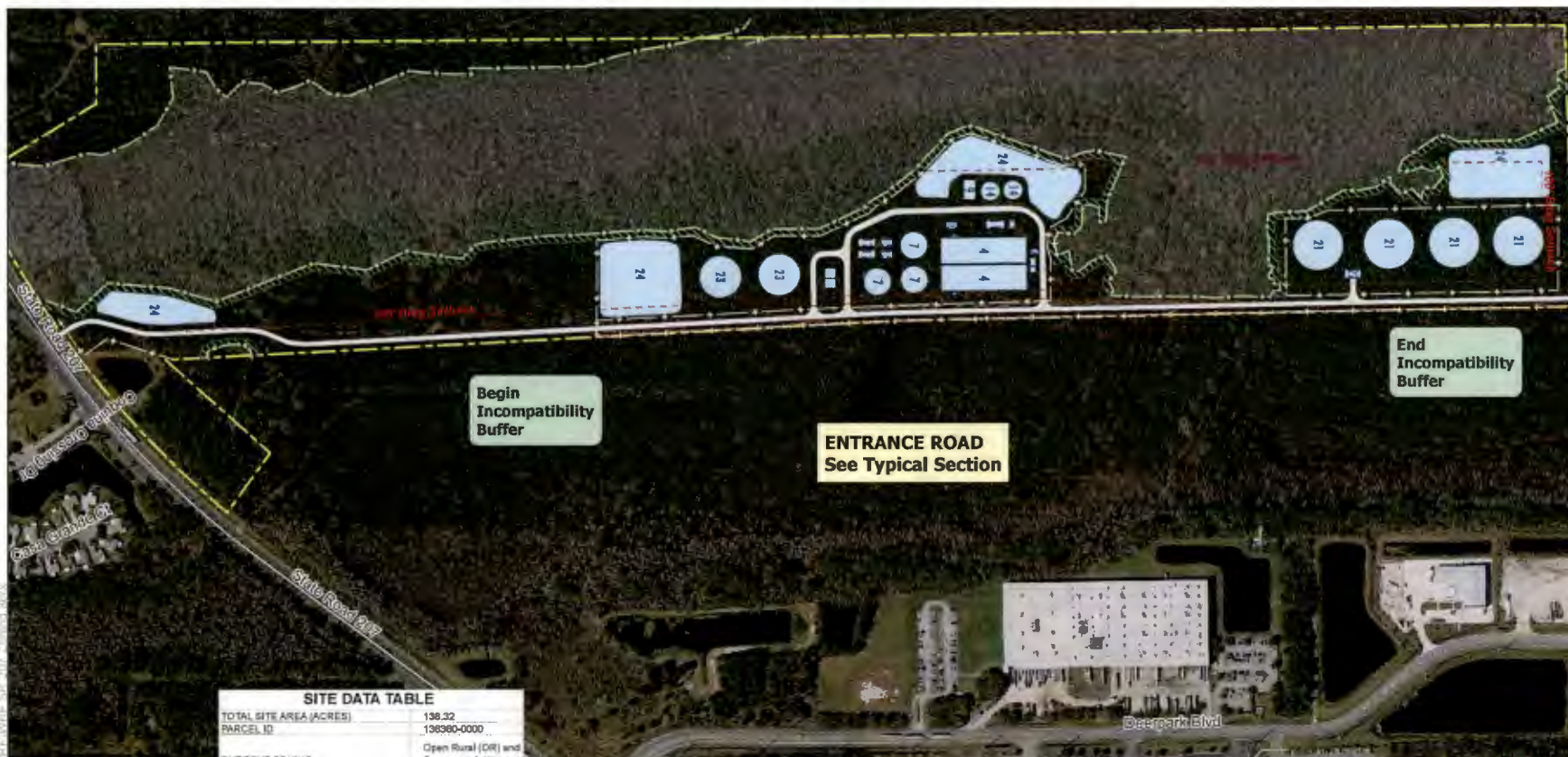
16.1 All improvements under this agreement shall comply with the St. Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual, latest version.



SR 207 Water Reclamation Facility

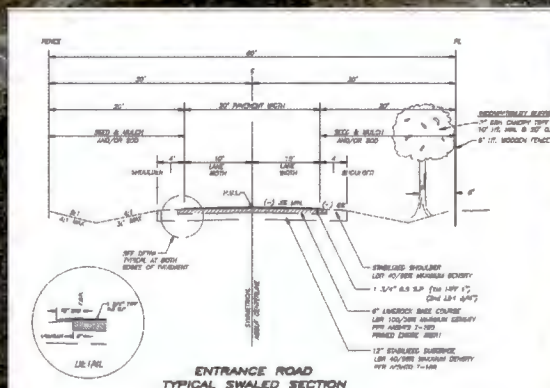
Exhibit A

Master Site Plan

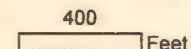


SITE DATA TABLE	
TOTAL SITE AREA (ACRES)	138.32
PARCEL ID	138380-0000
CURRENT ZONING	Open Rural (OR) and Commercial, Highway Tourism (CHT)
FUTURE LAND USE	Mixed Use (MD)
PROPOSED BUILDING AREA (ACRES)	6.00
PROPOSED FLOOR AREA RATIO	4.3%
BUILDING COVERAGE & IMPERVIOUS SURFACE RATIO	
IMPERVIOUS (ACRES)	
BUILDING STRUCTURES	6.00
PAVEMENT	11.20
TOTAL IMPERVIOUS	17.20
TOTAL IMPERVIOUS %	12.4%
PERVIOUS (ACRES)	
PONDS	8.12
OPEN SPACE	25.33
WETLANDS	89.87
TOTAL PERVIOUS	121.12
TOTAL PERVIOUS %	87.6%
BUILDING HEIGHT	SEE TABLE
FEMA PANEL NUMBER	12108C0380J
FLOOD ZONE	ZONE X & AE
UTILITIES	
WATER	ST. JOHNS COUNTY
SEWER	ST. JOHNS COUNTY
ELECTRIC	FP & L

Legend	
Wetlands	
	Pavement
	Structures
	SR 207 WRF Property
	Wetlands
	8' Hr. Fence
	25' Upland Buffer
	Incompatibility Buffer
	Bldg Setback 100'
	Bldg Setback 500'



NO.	PROPOSED STRUCTURE / BUILDING NAME
1	OPERATIONS BUILDING: 2,576 SQ. FT., 25' HEIGHT
2	ODOR CONTROL: 16' HEIGHT
3	HEADWORKS: 25' - 6" HEIGHT
4	BNR TANKS: 312' x 90', 24' - 8" HEIGHT
5	INTERNAL RECYCLE PUMP STATION: @ GRADE
6	RE-AERATION BLOWERS: 5' - 6" HEIGHT
7	SECONDARY CLARIFIERS: 1.0 MG, 100' DIA., 20' - 3" HEIGHT
8	RASWAS PUMP STATION: 5' HEIGHT
9	DEWATERING AND CHEMICAL FEED PUMP ROOM: 2,036 SQ. FT., 20' HEIGHT
10	BULK CHEMICAL STORAGE: ALUM AND MICRO-C GLYCERIN, 12' - 4" HEIGHT
11	MAIN ELECTRICAL BLOWER BUILDING: 1,892 SQ. FT., 16' - 8" HEIGHT
12	GENERATOR: 10' HEIGHT
13	SLUDGE HOLDING TANK BLOWERS: 7' HEIGHT
14	SLUDGE HOLDING TANK: 0.5 MG, 70' DIA., 30' HEIGHT
15	TERTIARY FILTERS: 13' - 3" HEIGHT
16	IN-PLANT DRAIN PUMP STATION: 5' HEIGHT
17	UV DISINFECTION: 16' - 8" HEIGHT
18	EFFLUENT PUMP STATION: 9' - 4" HEIGHT
19	EFFLUENT PUMP STATION AND UV ELECTRICAL BUILDING: 327 SQ. FT., 18' HEIGHT
20	ON-SITE REUSE PUMP STATION: 8' HEIGHT
21	RECLAIM WATER STORAGE TANKS: 4.5 MG, 185' DIA, 40' MAX. HT.
22	RECLAIM WATER PUMP STATION & GENERATOR
23	NONCOMPLIANCE WATER STORAGE TANKS: 3.2 MG, 154' DIA., 40' MAX. HT.
24	STORMWATER POND



6/22/2022

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SR 207 Water Reclamation Facility

Exhibit B-1 Master Site Plan



Begin
Incompatibility
Buffer

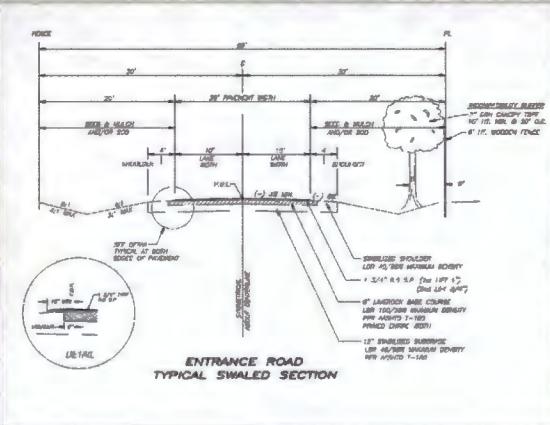
ENTRANCE ROAD
See Typical Section

End
Incompatibility
Buffer

Legend

- Wetlands
- Pavement
- Structures
- SR 207 WRF Property
- Wetlands
- 6' Ht. Fence
- 25' Upland Buffer
- Incompatibility Buffer
- Bldg Setback 100'
- Bldg Setback 500'

SITE DATA TABLE	
TOTAL SITE AREA (ACRES)	130.32
PARCEL ID	130380-0000
CURRENT ZONING	Open Rural (OR) and Commercial, Highway Taxation (CHT)
FUTURE LAND USE	Mixed Use (MD)
PROPOSED BUILDING AREA (ACRES)	6.00
PROPOSED FLOOR AREA RATIO	4.5%
BUILDING COVERAGE & IMPERVIOUS SURFACE RATIO	
IMPERVIOUS LANCES	8.00
PAVEMENT	11.20
TOTAL IMPERVIOUS	17.20
TOTAL IMPERVIOUS %	12.4%
PERVIOUS LANCES	
POUNDS	6.12
OPEN SPACE	25.33
WETLANDS	89.67
TOTAL PERVIOUS	123.12
TOTAL PERVIOUS %	87.6%
BUILDING HEIGHT	SEE TABLE
FEMA PANEL NUMBER	12109C0380J
FLOOD ZONE	ZONE X & AE
UTILITIES	
WATER	ST. JOHNS COUNTY
SEWER	ST. JOHNS COUNTY
ELECTRIC	FP & L



NO.	PROPOSED STRUCTURE / BUILDING NAME
1	OPERATIONS BUILDING: 2,576 SQ. FT., 23' HEIGHT
2	ODOR CONTROL: 18' HEIGHT
3	HEADWORKS: 25' - 6" HEIGHT
4	BNR TANKS: 312' x 90', 24' - 8" HEIGHT
5	INTERNAL RECYCLE PUMP STATION: @ GRADE
6	RE-AERATION BLOWERS: 5' - 6" HEIGHT
7	SECONDARY CLARIFIERS: 1.0 MG, 100' DIA., 20' - 2" HEIGHT
8	RAS/WAS PUMP STATION: 5' HEIGHT
9	DEWATERING AND CHEMICAL FEED PUMP ROOM: 2,036 SQ. FT., 26' HEIGHT
10	BULK CHEMICAL STORAGE: ALUM AND MICRO-C GLYCERIN, 12' - 4" HEIGHT
11	MAIN ELECTRICAL BLOWER BUILDING: 1,892 SQ. FT., 16' - 8" HEIGHT
12	GENERATOR: 30' HEIGHT
13	SLUDGE HOLDING TANK BLOWERS: 7' HEIGHT
14	SLUDGE HOLDING TANK: 0.5 MG, 70' DIA., 30' HEIGHT
15	TERTIARY FILTERS: 11' - 3" HEIGHT
16	IN-PLANT DRAIN PUMP STATION: 5' HEIGHT
17	UV DISINFECTION: 16' - 8" HEIGHT
18	EFFLUENT PUMP STATION: 9' - 4" HEIGHT
19	EFFLUENT PUMP STATION AND LW ELECTRICAL BUILDING: 327 SQ. FT., 16' HEIGHT
20	ON-SITE REUSE PUMP STATION: 8' HEIGHT
21	RECLAIM WATER STORAGE TANKS: 4.5 MG, 185' DIA., 40' MAX. HT.
22	RECLAIM WATER PUMP STATION & GENERATOR
23	NON-COMPLIANCE WATER STORAGE TANKS: 3.2 MG, 154' DIA., 40' MAX. HT.
24	STORMWATER POND

300 Feet



6/22/2022

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SR 207 Water Reclamation Facility

Exhibit B-2

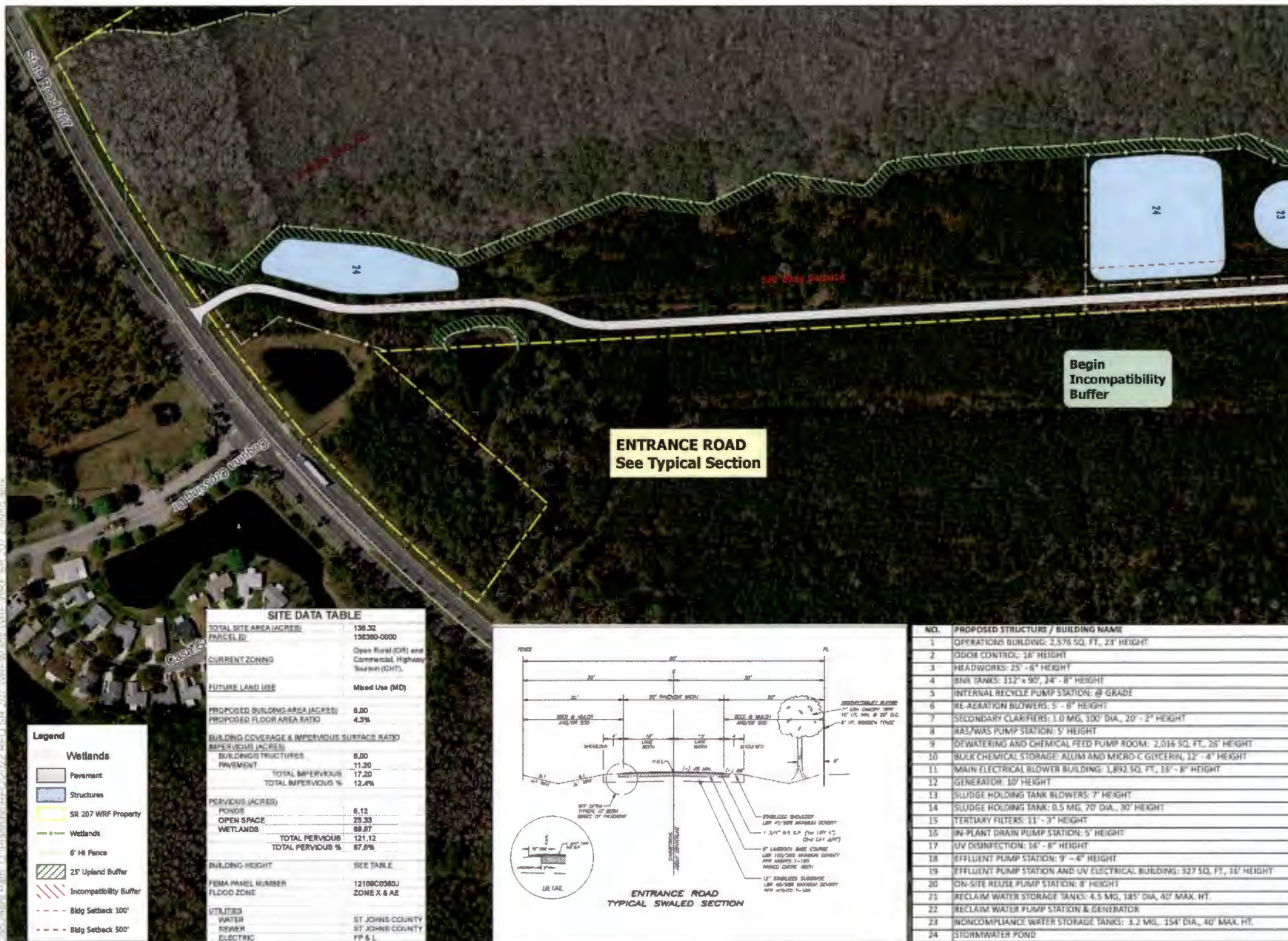
Entrance Road

200 Feet

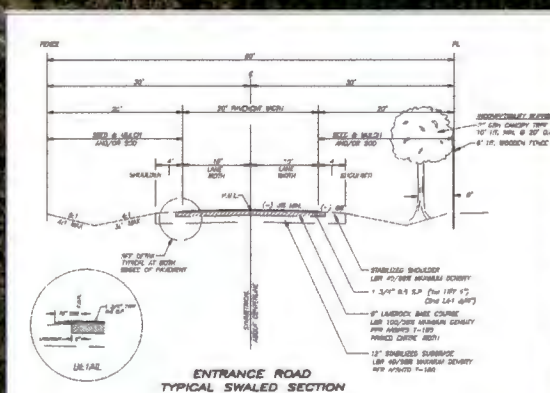


6/22/2022

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SITE DATA TABLE	
TOTAL SITE AREA (ACRES)	138.32
PARCEL ID	138280-0000
CURRENT ZONING	Open Rural (OR) and Commercial, Highway Service (CHT)
FUTURE LAND USE	Mixed Use (MUD)
PROPOSED BUILDING AREA (ACRES)	8.00
PROPOSED FLOOR AREA RATIO	4.3%
BUILDING COVERAGE & IMPERVIOUS SURFACE RATIO	
IMPERVIOUS AREAS	
BUILDING STRUCTURES	89.87
PAVEMENT	11.20
TOTAL IMPERVIOUS %	17.20
PERVIOUS (ACRES)	
PONDS	6.12
OPEN SPACE	23.33
WETLANDS	59.87
TOTAL PERVIOUS %	121.12
TOTAL PERVIOUS %	87.8%
BUILDING HEIGHT	SEE TABLE
FEMA PANEL NUMBER	1210900380J
FLOOD ZONE	ZONE X & AE
UTILITIES	
WATER	ST. JOHNS COUNTY
SEWER	ST. JOHNS COUNTY
ELECTRIC	FP & L



NOL	PROPOSED STRUCTURE / BUILDING NAME
1	OPERATIONS BUILDING: 2,576 SQ. FT., 21' HEIGHT
2	ODOR CONTROL: 16' HEIGHT
3	HEADWORKS: 25' - 6" HEIGHT
4	BNM TANKS: 312' x 90', 34' - 8" HEIGHT
5	INTERNAL RECYCLE PUMP STATION: @ GRADE
6	RE-AERATION BLOWERS: 5' - 6" HEIGHT
7	SECONDARY CLARIFIERS: 1.0 MG, 100' DIA., 20' - 2" HEIGHT
8	NAS/WAS PUMP STATION: 5' HEIGHT
9	DEWATERING AND CHEMICAL FEED PUMP ROOM: 2,016 SQ. FT., 25' HEIGHT
10	BULK CHEMICAL STORAGE: ALUM AND MICRO-C GLYCEROL: 12' - 4" HEIGHT
11	MAIN ELECTRICAL BLOWER BUILDING: 1,892 SQ. FT., 18' - 8" HEIGHT
12	GENERATOR: 10' HEIGHT
13	SLUDGE HOLDING TANK BLOWERS: 7' HEIGHT
14	SLUDGE HOLDING TANK: 0.5 MG, 70' DIA., 30' HEIGHT
15	TERTIARY FILTERS: 11' - 3" HEIGHT
16	IN-PLANT DRAIN PUMP STATION: 5' HEIGHT
17	UV DISINFECTION: 16' - 8" HEIGHT
18	EFFLUENT PUMP STATION: 9' - 4" HEIGHT
19	EFFLUENT PUMP STATION AND UV ELECTRICAL BUILDING: 527 SQ. FT., 16' HEIGHT
20	ON-SITE REUSE PUMP STATION: 8' HEIGHT
21	RECLAIM WATER STORAGE TANKS: 4.5 MG, 185' DIA., 40' MAX. HT.
22	RECLAIM WATER PUMP STATION & GENERATOR
23	NON-COMPLIANCE WATER STORAGE TANKS: 3.2 MG, 154' DIA., 40' MAX. HT.
24	STORMWATER POND

Legend	
	Wetlands
	Pavement
	Structures
	SR 207 WRF Property
	Wetlands
	6' Ht Fence
	25' Upland Buffer
	Incompatibility Buffer
	Bldg Setback 100'
	Bldg Setback 500'

Document Path: C:\GIS\B\Reclaimed Water Main Map (SR 16, SR 207, I-95, I-10).mxd



Legend

- North Reuse Mains
- New SR 207 WRF
- SR 16 RW By Others
- SR 16 RW By Others



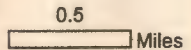
PRELIMINARY

**SR 207
Water
Reclamation
Improvement
Projects**

Exhibit C-1

**Reclaimed
Water
Transmission
Mains**

North Route






7/28/2022

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Document Path: C:\GIS\Projects\2022-5-16-26-16 Reclaimed Water Main\Map\26-16-26-16-01.mxd

Legend

-  North Reuse Mains
-  SR 16 RW By Others
-  SR 16 RW By Others

16" PVC RECLAIMED WATER MAIN BY OTHERS

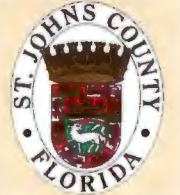
24" HDPE RECLAIMED WATER MAIN

20" PVC RECLAIMED WATER MAIN

20" PVC RECLAIMED WATER MAIN

Interstate 95

Interstate 95



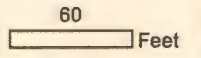
PRELIMINARY

**CR 207
Water
Reclamation
Improvement
Projects**

Exhibit C-2

**Transmission
Mains**

**I-95 PIPE
CROSSING**






7/28/2022

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Map Prepared: 7/28/2022

Document Path: Q:\GIS\Projects\2016 Reclaimed Water\16-10-016-16 Reclaimed Water\16-10-016-16 Reclaimed Water.mxd



Legend

-  SR 16 RW By Others
-  SR 16 RW By Others
-  North Reuse Mains



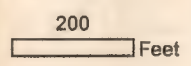
PRELIMINARY

**SR 207
Water
Reclamation
Improvement
Projects**

Exhibit C-3

**Transmission
Mains**

**SR 16 PIPE
CROSSING**



7/28/2022

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Map Prepared: 7/28/2022

Document Path: C:\Planned\5170\5170_RFO_SSR_207\WaterMains\WaterMains_SSR_207.dwg



- Legend**
- SR 207 WRF Property
 - SR 207 Master Pump Station
 - Bore Pit
 - + 24" Reuse Main
 - 24" FM
 - FM Future
 - W SR 207 Water Main
 - E SR 207 Electrical

24" PVC FM
24" PVC RW

Existing
SR 207 WRF

SR 207 South
Master Pump
Station

24" PVC FM
24" PVC RW

30" HDPE FM
30" HDPE RW

SR 207 Crossing
Jack & Bore
2 EA. 42" Steel Casing
2 EA. 24" Carrier Pipes

New
SR 207 WRF

24" PVC FM
24" PVC RW
8" or 10" PVC W



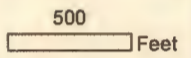
PRELIMINARY

**SR 207
Water
Reclamation
Improvement
Projects**

Exhibit D

**Transmission
Mains
for Force Main
& Reclaimed
Water**

South Route



8/9/2022

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Document Path: C:\Planning\GIS\2022\RFQ SR 207\Views\Map\1646-Water-SR 207.dwg



Legend

- 24" Reuse Main
- SR 207 Master Pump Station
- 24" FM
- Bore Pit
- FM Future



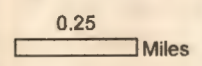
PRELIMINARY

**SR 207
Water
Reclamation
Improvement
Projects**

Exhibit E

**Transmission
Mains
for Force Main
& Reclaimed
Water**

US 1 Route



8/9/2022

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Appendix B
Proposed Procurement Plan Summary



SJCUD SR 207 WRF and Associated Improvements Project - Procurement Plan Summary

What are the different procurement packages?	Allowance No. 1 **	Allowance No. 2 **	GMP Proposal ***
When is it delivered to SJCUD?	Various Requests: October 2022 - April 2023	Various Requests: October 2022 - April 2023	April 20, 2023
How long does SJCUD get to review the package?	5 working days	5 working days	6 Weeks ***
When does it need to be Authorized by SJCUD?	5 work days after submission	5 work days after submission	June 6, 2023
What does it generally include?	<p><u>Pipeline Early Work:</u></p> <ul style="list-style-type: none"> • Site preparation for laydown and staging for pipeline materials. • Unloading and storage of pipe, fittings, and valves for the Segments noted in the following bullets. • Procurement, clearing and grubbing, and installation of Pipeline Segments 1A, 1B, 2C (FM and RCW), and 4B. • Procurement Pipeline Segments 4C, 2A and 1C (pipe, fittings and valves). • It may be necessary to add clearing and grubbing costs for additional pipeline segments depending on actual timing of GMP (not currently included). <p><u>WRF Early Pipe Procurement:</u></p> <ul style="list-style-type: none"> • Procurement of early underslab pipe for the high priority facilities. 	<p><u>Site Preparation and Temporary Utilities for the WRF Site</u></p> <ul style="list-style-type: none"> • Site clearing, tree removal, pond excavation, site fill and grading, entrance road construction, water line construction, laydown area and trailer complex, and temporary utilities for construction. • Florida Power and Light costs for temporary and permanent electrical and gas (if required) services to the site. Also includes costs for engineering and procurement of new primary transformer(s) and metering cabinet(s) (long lead time equipment). <p><u>Early Construction Work</u></p> <ul style="list-style-type: none"> • Early earthwork, underslab pipe installation, and concrete work necessary to facilitate the schedule. <p><u>Design-Builder General Conditions</u></p> <ul style="list-style-type: none"> • General Conditions to cover the period of time between construction start and the approval of the GMP. <p><u>Design-Builder Engineering Services During Construction</u></p> <ul style="list-style-type: none"> • Engineering Services During Construction to cover the period of time between construction start and the approval of the GMP. <p><u>Early Submittals and Engineering</u></p> <ul style="list-style-type: none"> • Submittals and engineering for long lead electrical and process equipment. • Engineering and submittals for the prestressed Crom tank work. • If may be necessary to purchase outright some or all of the electrical equipment to maintain schedule (not currently included). 	<p><u>WRF Remaining Work, RCW Booster PS and Master Lift PS Package:</u></p> <ul style="list-style-type: none"> • Remaining yard piping and civil and electrical site work, land scaping, programming and I&C panels/instrumentation, etc. • North offsite RCW Booster PS • BNR Basin • Headworks • Odor Control • Reject PS • UV Facility & Transfer PS • UV Electrical Building • Dewatering Building • Operations Building • RAS/WAS PS • Blower Electrical Building • All chemical storage and feed facilities • Reclaimed Water PS • W3 Pump Station & Surge Tank • Backup Generator • Watson Rd Master Lift PS • Existing SR 207 WRF Master Lift PS <p><u>Pipeline Work:</u></p> <ul style="list-style-type: none"> • Pipeline procurement and installation for remaining Segments.

** Jacobs procurement approach involves including two separate allowances in the initial Scope 1 contract to provide a mechanism that allows us to proceed with Early Work prior to submitting a GMP. These allowances would be based upon estimates provided to SJCUD during contract negotiations. Jacobs would then provide detailed proposals and estimates with open and transparent back-up pricing substantiating the Allowance Use Requests at the times listed above for each allowance request. Any unused allowance funds would be returned to SJCUD. If Allowance funds are insufficient to fund work that is needed to maintain the project schedule, SJCUD will issue additional funds in the form of a change order or contract amendment.

*** Jacobs has included (6) weeks of time in the schedule for SJCUD to receive, review, and accept the GMP as well as complete the BOCC meeting and approvals. Jacobs will provide all due diligence and support for this timeline. For a more detailed breakout of this timeline and the exact approval times see the Schedule Section of Exhibit A.

Appendix C
Compensation Summary



Design-Build Services for New State Road 207 Water Reclamation Facility and Associated Improvements
 Scope 1 Services

Appendix C - Scope 1 Compensation Summary

Task	Sub Task(s)	Compensation				Comments
		Labor	Subcontractor	Expense	Total	
Task 1 - Water Reclamation Facility and Reclaimed Water Pump Station Design and Permitting						
1.1 - Pre-Engineering Services						
	1.1.1 - Preliminary Kick-Off Meetings	\$42,089	\$ 5,250	\$ 1,263	\$ 48,602	
	1.1.2 - Surveying and Subsurface Utility Engineering		See Allowance Item 001A	\$ -	\$ -	Suggest funding entire amount from allowance.
	1.1.3 - Geotechnical Borings, Soil Testing, Analyses, and Report		See Allowance Item 002A	\$ -	\$ -	Suggest funding entire amount from allowance.
	1.1.4 - Environmental Services		See Allowance 008A	\$ -	\$ -	Suggest funding entire amount from allowance.
1.2 - Preliminary Engineering						
	1.2.1 - Alternatives Evaluations					
	1.2.1.1 - RO Concentrate going to Anastasia Island (AI) - Alternatives Evaluation	\$30,258		\$ 908	\$ 31,166	
	1.2.1.2 - Reclaimed Water System Modeling Evaluation	\$12,225		\$ 367	\$ 12,592	
	1.2.1.3 - Evaluation of Options to Include a Vac Truck Unloading Facility	\$33,640		\$ 1,009	\$ 34,649	
	1.2.1.4 - Ultraviolet System Evaluation	\$27,512		\$ 825	\$ 28,337	
	1.2.1.5 - Site Security Evaluation	\$24,621		\$ 739	\$ 25,360	
	1.2.1.6 - Mixer Evaluation for Bioreactors	\$23,161		\$ 695	\$ 23,856	
	1.2.1.7 - Planning Level Evaluation for Facilities Needed for Possible Future ASR Implementation	\$52,123		\$ 1,564	\$ 53,687	
	1.2.1.8 - Evaluation of Effluent Discharge into the Wetlands	\$42,159		\$ 1,265	\$ 43,424	
	1.2.2 - Preliminary Engineering Report	\$1,018,692	\$ 71,397	\$ 32,727	\$ 1,122,816	
1.3 - Design Services						
	1.3.1 - Detail Design	\$1,687,291	\$ 113,255	\$ 52,785	\$ 1,853,331	
	1.3.2 - Construction Documents	\$1,783,035	\$ 50,468	\$ 55,658	\$ 1,889,161	
	1.3.3 - Owner Direct Purchase and Subcontractor Technical Support Services					
	1.3.3.1 - ODP and Subcontractor Bid Support Evaluation Services	\$89,364		\$ 2,681	\$ 92,045	
	1.3.3.2 - ODP Submittal Review	\$146,861		\$ 4,406	\$ 151,267	
1.4 - Permitting Services						
	1.4.1 - Environmental Permitting		See Allowance Item 004A	\$ -	\$ -	Suggest funding entire amount from allowance.
	1.4.2 - FDEP Domestic Wastewater Facility Permitting		See Allowance Item 004A	\$ -	\$ -	Suggest funding entire amount from allowance.
	1.4.3 - FDOT Access Permitting		See Allowance Item 004A	\$ -	\$ -	Suggest funding entire amount from allowance.
	1.4.4 - SJUCUD Site and Building Permitting		See Allowance Item 004A	\$ -	\$ -	Suggest funding entire amount from allowance.
Task 1 - Water Reclamation Facility and Reclaimed Water Pump Station Design and Permitting Subtotal		\$ 5,013,031	\$ 240,369	\$ 156,891	\$ 5,410,291	
Task 2 - Pipelines and Wastewater Master Pump Station Design and Permitting						
2.1 - Pre-Engineering Services						
	2.1.1 - Project Kickoff Meeting	\$27,311	\$ 5,250	\$ 1,000	\$ 33,561	
	2.1.2 - Surveying and Subsurface Utility Engineering		See Allowance 001B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.1.3 - Geotechnical Borings, Soil Testing, Analyses, and Report		See Allowance 002B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.1.4 - Environmental Services		See Allowance 008B	\$ -	\$ -	Suggest funding entire amount from allowance.
2.2 - Preliminary Engineering						
	2.2.1 - Pipelines Preliminary Design	\$739,300	\$ 36,750	\$ 40,384	\$ 816,434	
	2.2.2 - Wastewater Master Pump Station Preliminary Design	\$136,234	\$ 10,241	\$ 5,224	\$ 151,699	
2.3 - Design Services						
	2.3.1 - Detail Design					
	2.3.1.1 - Pipelines Detail Design	\$931,145	\$ 46,200	\$ 24,730	\$ 1,002,075	
	2.3.1.2 - Wastewater Master Pump Station Detail Design	\$195,789	\$ 25,603	\$ 7,056	\$ 228,448	
	2.3.2 - Construction Documents					
	2.3.2.1 - Pipelines Construction Documents	\$895,421	\$ 40,541	\$ 16,153	\$ 952,115	
	2.3.2.2 - Wastewater Master Pump Station Construction Documents	\$194,823	\$ 15,362	\$ 6,357	\$ 216,541	
	2.3.3 - Owner Direct Purchase Submittal Review	\$17,352			\$ 17,352	
2.4 - Permitting Services						
	2.4.1 - Environmental Permitting		See Allowance Item 004B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.4.2 - FDEP Wastewater Permitting		See Allowance Item 004B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.4.3 - FDEP Water Main Extension Permitting		See Allowance Item 004B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.4.4 - FDOT Utility Permitting		See Allowance Item 004B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.4.5 - St. Johns County Permitting		See Allowance Item 004B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.4.6 - FECR Railroad Utility Crossing License		See Allowance Item 004B	\$ -	\$ -	Suggest funding entire amount from allowance.
	2.4.7 - SJUCUD Site and Building Permits for the Wastewater Master Pump Station Sites		See Allowance Item 004B	\$ -	\$ -	Suggest funding entire amount from allowance.
Task 2 - Pipelines and Wastewater Master Pump Station Design and Permitting Subtotal		\$ 3,137,375	\$ 179,946	\$ 100,004	\$ 3,418,224	
Tasks 1-2 - Design Permitting and Preconstruction Services Total		\$ 8,150,406	\$ 420,315	\$ 257,795	\$ 8,828,516	

Task 3 - Preconstruction Services				
3.1 - Project Management	\$ 368,320	\$ 96,600	\$ 36,000	\$ 500,920
3.2 - Cost Estimating and Value Engineering	\$ 342,800	\$ 94,500	\$ 40,500	\$ 477,800
3.3 - Project Controls & Schedule	\$ 77,040	\$ 21,000		\$ 98,040
3.4 - Risk Management	\$ 198,680	\$ 31,500	\$ 4,500	\$ 234,680
3.5 - Scope Management	\$ 136,440		\$ 9,000	\$ 145,440
3.6 - Constructability Reviews	\$ 91,200		\$ 3,000	\$ 94,200
3.7 - Commissioning Reviews	\$ 88,400		\$ 6,000	\$ 94,400
3.8 - Procurement and Owner Direct Purchase Support	\$ 125,880	\$ 45,150		\$ 171,030
3.9 - Allowance and Guaranteed Maximum Price Development and Negotiation	\$ 175,800	\$ 31,500	\$ 33,000	\$ 240,300
Task 3 - Preconstruction Subtotal	\$ 1,604,560	\$ 320,250	\$ 132,000	\$ 2,056,810
Tasks 1-3 - Design Permitting and Preconstruction Services Total	\$ 9,754,966	\$ 740,565	\$ 389,795	\$ 10,885,326

Task 4 - Allowance for Additional Services				
4.1 - Design, Permitting and GMP Development				
001A - WRF/ MPS/BPS - Surveying and SUE - as needed survey and SUE services	\$6,430	\$43,106	\$2,155	\$ 51,691
001B - Pipelines - Surveying and SUE - as needed survey and SUE services	\$82,499	\$550,245	\$12,498	\$ 645,242
002A - WRF/MPS/BPS Geotechnical Borings, Soil Testing, Analyses and Reports	\$35,664	\$195,489	\$ 4,000	\$ 235,153
002B - Pipelines Geotechnical Borings, Soil Testing, Analyses and Reports	\$44,389	\$304,511	\$ 10,250	\$ 359,150
003 - RO Concentrate going to Anastasia Island (AI) - Detailed Design	\$78,300		\$ 2,430	\$ 80,730
004A - WRF/RCW Permitting Fee Allowance	\$87,798	\$ 193,249	\$ 17,271	\$ 298,318
004B - Pipeline and MPS Permitting Fee Allowance	\$187,644	\$ 193,928	\$ 38,500	\$ 420,072
005 - Vac Truck Unloading Facility - Detailed Design	\$75,738			\$ 75,738
006 - Site Security - Detailed Design	\$21,750			\$ 21,750
007 - Owner directed additional work and services not included in the Scope 1 Services	\$115,000	\$ 75,000	\$ 10,000	\$ 200,000
008A - WRF and RCW Booster PS Environmental Services		\$ 69,563		\$ 69,563
008B - Pipeline and MPS Environmental Services	\$13,408	\$ 66,938		\$ 80,346
009 - 500,000GPD Capacity Analysis	\$53,953		\$ 1,349	\$ 55,302
010 - Pipeline Route Evaluation	\$29,000		\$ 1,000	\$ 30,000
011 - Tree Inventory for Pipeline Routes		\$ 15,750		\$ 15,750
Subtask 4.1 - Preconstruction Allowance Subtotal	\$ 831,573	\$ 1,707,778	\$ 99,452	\$ 2,638,803
4.2 - Construction Allowances				
001 - Pipeline Early Work and WRF Early Pipe Procurement - See Appendix B Procurement Plan Summary	TBD	TBD	TBD	\$ 9,000,000
002 - WRF Early Site Work, Select Construction Work, Select ODP Procurement & Site Utilities - See Appendix B Procurement Plan Summary	TBD	TBD	TBD	\$ 7,475,871
Subtask 4.2 - Construction Allowance Subtotal	\$ -	\$ -	\$ -	\$ 16,475,871
Task 4 - Preconstruction and Construction Allowance Subtotal	\$ 831,573	\$ 1,707,778	\$ 99,452	\$ 19,114,674
Scope 1 Total Authorized Amount (Tasks 1-4)	\$ 10,586,539	\$ 2,448,343	\$ 489,247	\$ 30,000,000

Per direction from SJCUd.

Budget amount shown may or may not be sufficient for all scope shown.

Budget amount shown may or may not be sufficient for all scope shown.

**RFQ NO: 22-80; DESIGN AND CONSTRUCTION OF SR207 WASTEWATER TREATMENT
PLANT IMPROVEMENTS**

Design Build Agreement No: 22-MAS-JAC-16887

**EXHIBIT B
PROCUREMENT AND SUBCONTRACTED SERVICES**

1.0 PROCUREMENT AND SUBCONTRACT PLANS

- a. Procurement. The Design-Build Firm shall produce and submit a detailed Procurement Plan for the procurement of all equipment, materials, and supplies within the scope of Work for review and approval by the County prior to Design-Builder's submittal of the GMP proposal. The County will provide review comments within fourteen (14) business days after receipt. The Procurement Plan shall, at a minimum, include a description of the procured item, allowance value, identify schedule and sequence for the procurement, and note as applicable details related to inspections, expediting, spare parts, transportation, handling, storage, warranties and guarantees, and any other pertinent details.
- b. Subcontracts. The Design-Build Firm shall produce and submit a detailed Subcontract Plan for the award of all subcontracted Work packages including Self-Perform Work packages, design-assist, value engineering, or other pre-construction Services, and trade (construction) Work packages for review and approval by the County prior to Design-Build Firm's submittal of the GMP proposal. The County will provide review comments within fourteen (14) business days after receipt. The Subcontract Plan shall include a summary description of each subcontracted and Self-Perform Work package, allowance values for applicable Work packages, identify the schedule and sequence for each Work package, and note as applicable details related to inspections, expediting, material controls, and progress monitoring.
- c. The Design-Build Firm shall be responsible for the cost of any Work package which the Contractor neglects or fails to include in the Procurement or Subcontract Plans, unless Contingency funds are applicable to cover such costs, subject to County approval.

2.0 SELF-PERFORM WORK

The Design-Builder may elect to use its own forces for portions of the Work to be performed. However, Design-Builder will be limited to fifty percent (50%) of the on-site construction Work. Self-Perform Work scopes identified in the Subcontract Plan are subject to the following conditions:

- 2.1 Design-Builder shall include a dedicated Superintendent/Foreman (included in Design-Builder's Work scope estimate), to supervise the Self-Perform Work scope, separate from Design-Builder's Project responsibilities as a whole, and
- 2.2 Prior written approval by the County to self-perform each such separate Work scope.

3.0 BIDDING PROCEDURES

The Design-Builder shall produce Bidding Procedures for the procurement of equipment, materials, and supplies and subcontracted Work scopes. Design-Builder shall submit its Bidding Procedures to the County for review and approval prior to Design-Builder's submittal of the GMP proposal. Such Procedures shall include the following topics: Bid List Development, Pre-Qualification, Bid Package Development, Pre-Bid Meetings, Jobsite Visits, Proposal Evaluation, Single/Sole Source Justification, Negotiation, Recommendation for Award, County Approval, and Award. Bidding Procedures shall also address the following requirements:

- 3.1 Local Business Utilization. The Design-Builder acknowledges that the County seeks to promote the utilization of Local Businesses within St. Johns County for County Projects. For Work

associated with this Project, Design-Builder shall, to the extent legally possible, use best efforts to engage Local Business contractors and suppliers whenever practicable.

3.2 Minority and Women Business Enterprises. The Design-Builder is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

3.3 Value Threshold for Competitive Bidding. Design-Builder in accordance with approved Bidding Procedures, shall use commercially reasonable best efforts to solicit at least three (3) qualified bids for each Work package that has an expected value in excess of Two Hundred Fifty Dollars (\$250,000.00). Work packages shall not be parceled, split or divided to avoid the \$250,000.00 threshold. The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-Builder's evaluations of all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen.

3.4 Reasonable Objection. The Design-Builder shall not contract with a proposed bidder to whom the County has made reasonable objection. In such case, the Design-Builder shall propose another bidder to whom the County has no reasonable objection. The Design-Builder shall not be required to contract with a bidder to whom the Design-Builder has a reasonable objection.

4.0 ASSIGNMENT OF SUBCONTRACTS TO THE COUNTY.

Notwithstanding anything in this Contract to the contrary, Subcontracts (including but not limited to purchase orders and other agreements for materials and equipment) entered into by Design-Builder in support of its performance of the Design Professional Services and Design-Build Work shall include a provision whereby they may be assigned to the County. In the event of termination pursuant to Section 10.2 of the Contract, Design-Builder agrees to assign such Subcontract(s) upon the County's request, subject to the prior rights of a surety, if any, obligated under Bond relating to the Contract. In the event the County accepts the assignment of a Subcontract(s), the County assumes the Design-Builder's rights and obligations under such Subcontract(s).

5.0 INCORPORATION OF CONTRACT DOCUMENTS.

Design-Builder shall incorporate the Contract Documents into all agreements with its Subcontractors to the extent necessary to make all provisions of the Contract Documents fully effective and in such a way as to fully obligate its Subcontractors to follow the Contract Documents and to assume to the Design-Builder all the obligations and responsibilities, which Design-Builder, by these Contract Documents, assumes toward the County.

**RFQ NO: 22-80; DESIGN AND CONSTRUCTION OF SR207 WASTEWATER TREATMENT
PLANT IMPROVEMENTS**

Design Build Agreement No: 22-MAS-JAC-16887

**Exhibit C
PERMIT LIST**

1.0 COUNTY'S PERMIT LIST

- 1.1. The County is responsible for all permits listed below and any other permits not listed below that are necessary for the performance of the Work and the operation of the WRF and which are required to be obtained in the County's name pursuant to Applicable Law. Design-Build Firm shall provide reasonable assistance to the County in obtaining any such permits and any modifications to any such permits for the completion of the Work.

2.0 DESIGN-BUILD FIRM'S PERMIT LIST

The Design-Build Firm is responsible for all permits listed below and any other permits listed in Exhibit A that are necessary for the performance of the Work and the operation of the WRF and which are required to be obtained in the Design-Build Firm's name pursuant to Applicable Law. County shall provide reasonable assistance to the Design-Build Firm in obtaining any such permits and any modifications to any such permits for the completion of the Work.

- 2.1 GENERAL - The Design-Build Firm will prepare applications for permits as may be required and related to this Contract. Permit-related work shall include furnishing required reports, data, drawings, and other information requested; and assisting St. Johns County Utility Department (SJCUD) in obtaining required permit approvals. The Design-Build Firm will submit permit applications to SJCUD for review and meet as required (estimated to be 1 meeting) to discuss the review comments. The Design-Build Firm will revise the applications as required and submit to appropriate regulatory agencies for review and approval. The Design-Build Firm will attend one pre-application meeting for each permit with the regulatory agency. The objective will be to review the design and establish concurrence regarding the regulatory framework and requirements for permit application preparation, processing and review for the Project. Design-Build Firm will participate in the meetings and prepare meeting minutes for SJCUD and the regulatory agency. Design-Build Firm will also respond to one (1) Request for Additional Information (RAI) per permit application. Permit fees associated with the permits listed below will be paid by SJCUD.
- 2.2 FDEP DOMESTIC WASTEWATER FACILITY PERMIT: The Design-Build Firm will prepare the application and supporting documentation to secure the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Facility Permit.
- 2.3 FDEP NOTICE OF INTENT TO USE A GENERAL PERMIT FOR ADDITION OF MAJOR USER OF RECLAIMED WATER - The Design-Build Firm will prepare the application and supporting documentation to secure the permit for new users in an area already covered by the facility permit.
- 2.4 FDEP STORMWATER POLLUTION PREVENTION PLAN (CONSTRUCTION): The Design-Build Firm will prepare the application and supporting documentation to secure the Florida Department of Environmental Protection Domestic National Pollutant Discharge Elimination System Stormwater Pollution Prevention Plan for construction activities.
- 2.5 FDEP STORMWATER POLLUTION PREVENTION PLAN (MUNICIPAL FACILITY): Design-Build Firm will prepare the application and supporting documentation to secure the Florida

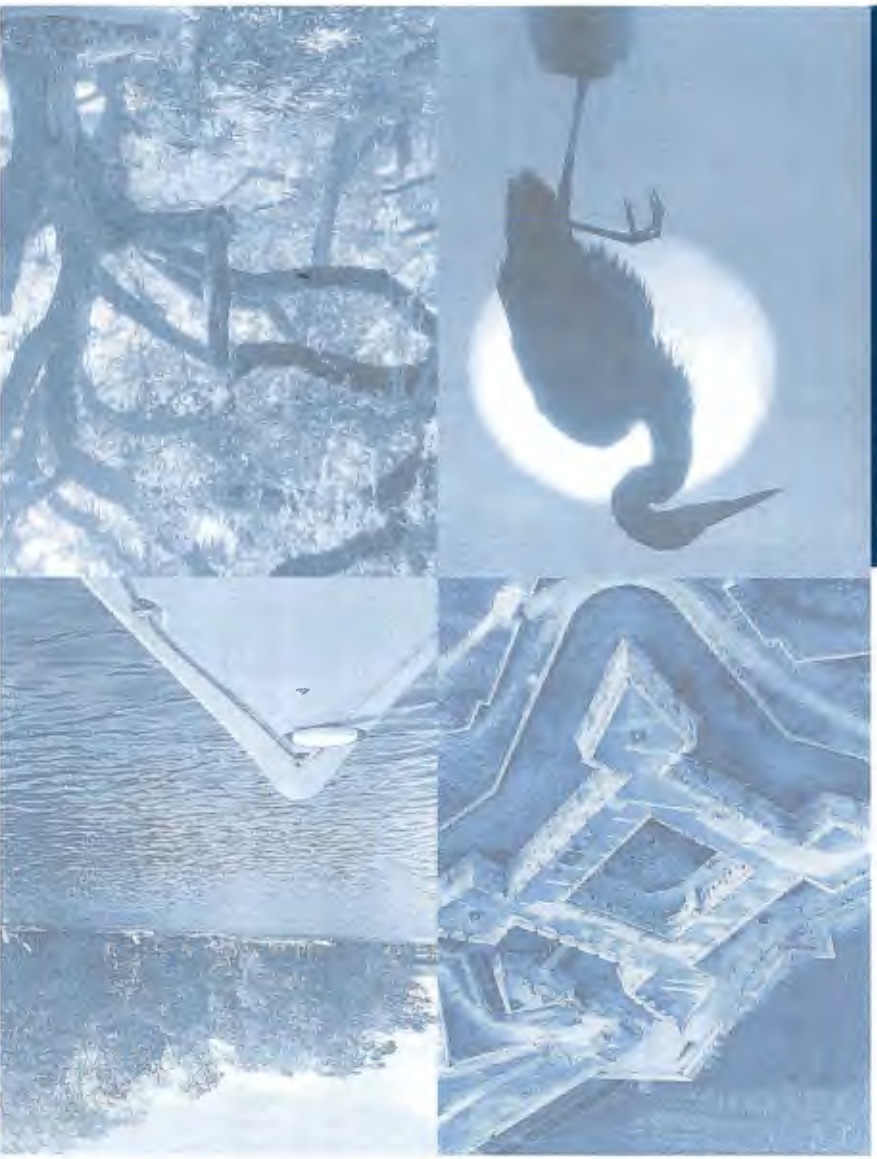
Department of Environmental Protection Domestic National Pollutant Discharge Elimination System Stormwater Pollution Prevention Plan for municipal wastewater treatment facilities.

- 2.6 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC): Design-Build Firm will develop a SPCC Plan for the County based on the general requirements listed in 40 CFR 112.7. Design-Builder's SPCC plan will contain facility diagram with labels indicating the location, contents, and size for fixed oil storage container, mobile containers, underground storage tanks, transfer stations, connecting pipes, and discharge prevention measures during routine handling of products.
- 2.7 SJRWMD/FDEP: ENVIRONMENTAL RESOURCE PERMITS: - The Design-Build Firm will prepare the applications and supporting documentation to secure all Environmental Resource Permits with less than 2.0 acres of wetland impacts for each permit application.
- 2.8 ST. JOHNS COUNTY DEVELOPMENT & RIGHT-OF-WAY PERMITS: - The Design-Build Firm will prepare the application and supporting documentation to submit development plans to the St. Johns County Development Review Committee and Public Works Department.
- 2.9 ST. JOHNS COUNTY BUILDING AND ELECTRICAL PERMITS - The Design-Build Firm will supply the construction drawings to Design-Builder's Subcontractor for use in preparing the applications for up to two (2) submittals to the St. Johns County Building Department for the purpose of obtaining Building and Electrical Permits. The Design-Build Firm will respond to questions related to the construction drawings originating from the St. Johns County Building Department to facilitate obtaining a Building and Electrical Permits.
- 2.10 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - The Design-Build Firm will prepare the application and supporting documentation to submit development plans to FDOT to facilitate obtaining a FDOT Right-of-Way Utilization for Utility Installation permit.
- 2.11 FLORIDA EAST COAST RAILWAY (FEC) - The Design-Build Firm will prepare the application and supporting documentation to submit development plans to FEC to facilitate obtaining a Utility Crossing License Application.
- 2.12 DELIVERABLES - Permit applications and supporting documentation for each of the permits listed above.

December 19, 2023

Design Build Services for the New SR 207 Water Reclamation Facility & Associated Projects

Agenda Item 23 – 00849



SR 207 Water Reclamation Facility & Associated Improvements

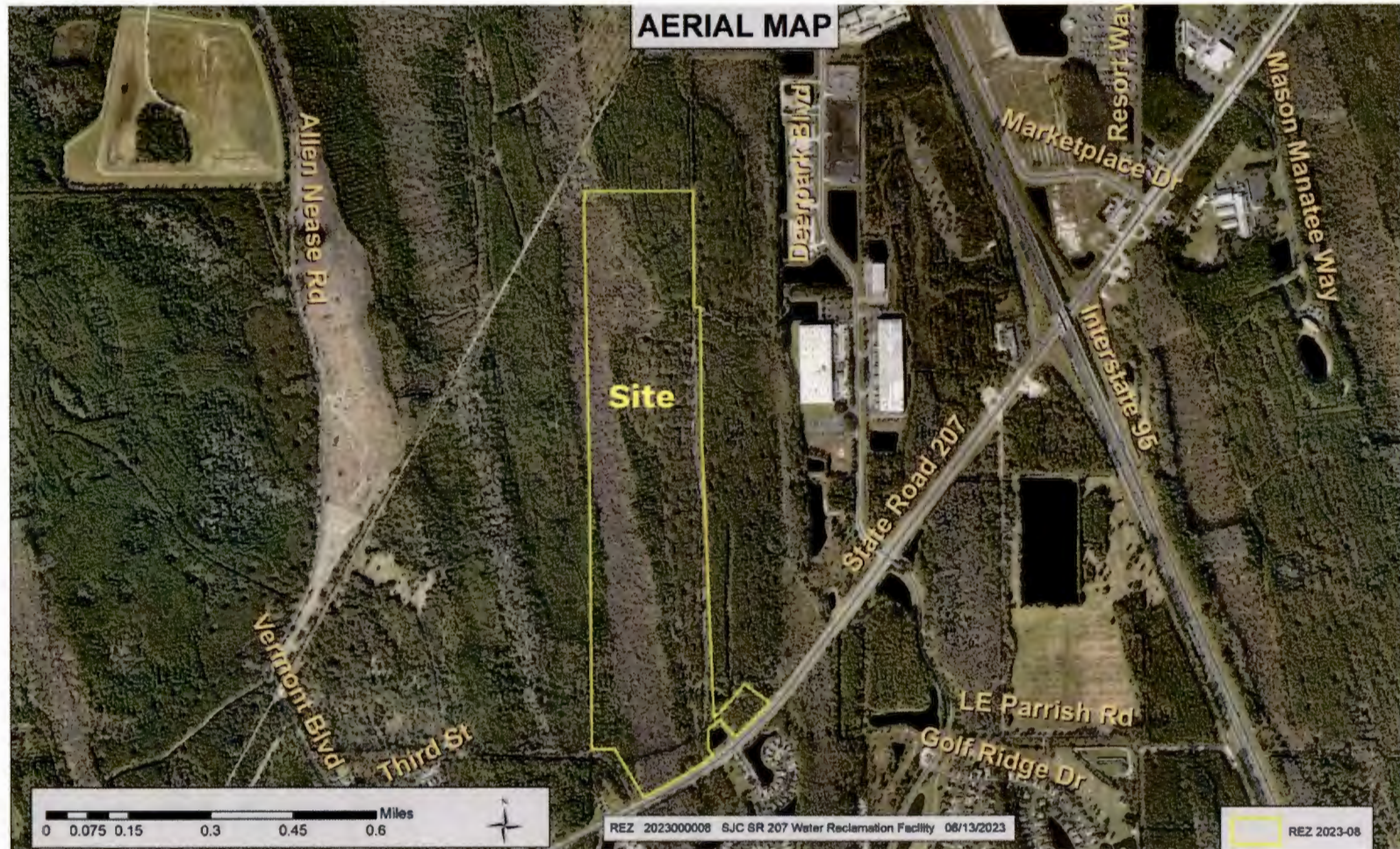
REQUESTS:

- Approval to execute Scope 2 of the Design-Build Agreement with Jacobs Project Management Co., for the New SR 207 Water Reclamation Facility and Associated Improvements for a not-to-exceed amount of \$191,820,000 including a contingency of \$6,230,000.
- Approval to transfer of \$5,000,000 from (Dept. 4426 – 59941) Utility Unit Connection Fee Reserves to Utility Unit Connection Fees Capital Projects (Dept. 4484-56302)..

PROJECT SUMMARY:

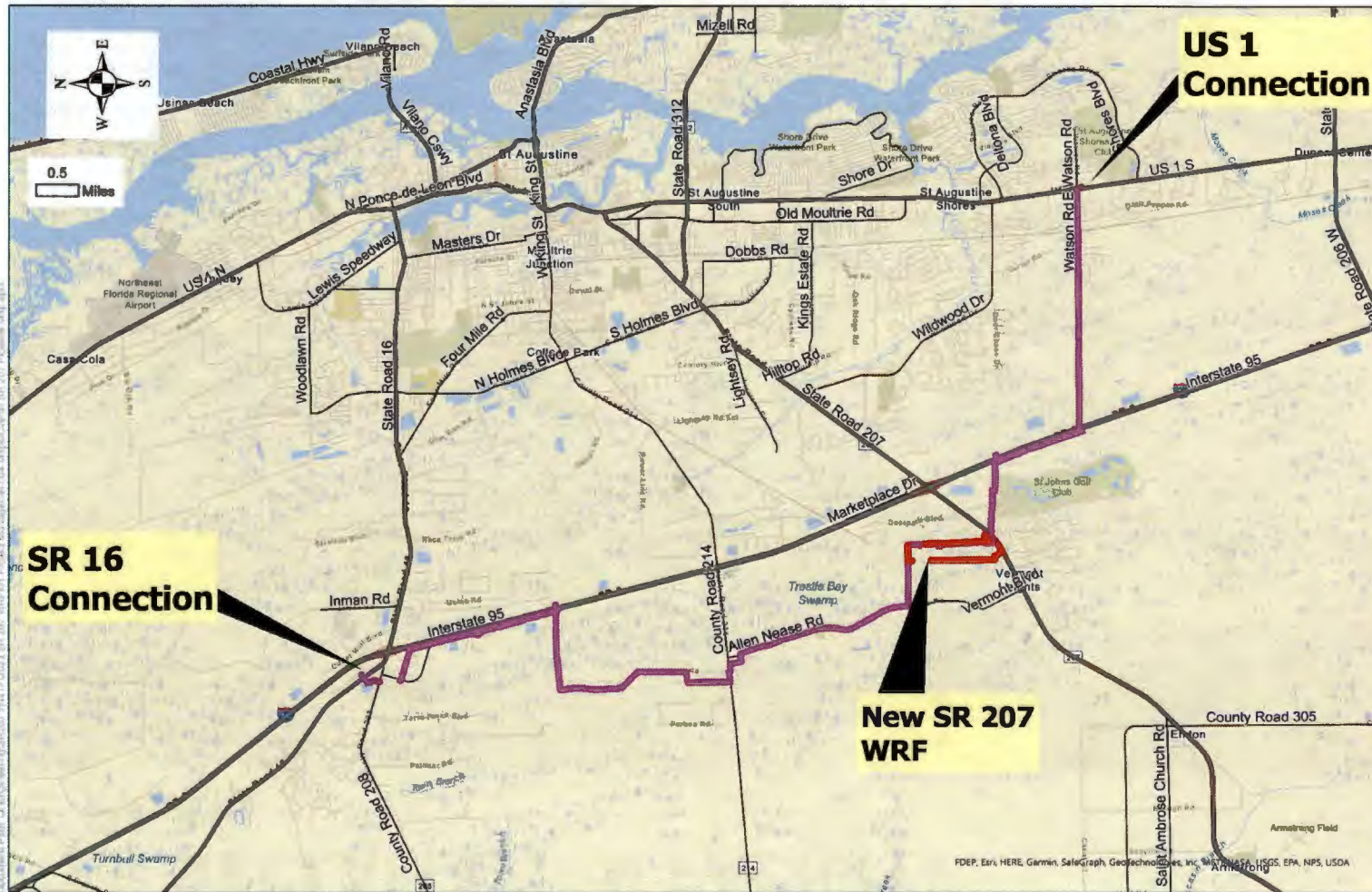
- Senate Bill 64 requires a state-wide elimination of non-beneficial surface water discharges of effluent.
- On September 6, 2022, the Board authorized the County Administrator to execute a Design Build Agreement with Jacobs Project Management Co. (Jacobs) to complete Scope 1 of the Design-Build for a not-to-exceed amount of \$30,000,000 and to negotiate a Guarantee Maximum Price (GMP) Amendment for presentation to the Board for completion of Scope 2.
 - ✓ Scope 1 of the project is underway with 62% completion
 - ✓ County staff has negotiated a GMP for Scope 2 for the Board's consideration and approval.

WATER RECLAMATION FACILITY SITE PLAN



PIPE ROUTES

OVER 13 MILES OF PIPE MUST BE INSTALLED



Schedule



- May - June, 2022: Public Outreach
- July, 2022: Special Use Approval & Zoning Variance to PZA
- August, 2022: Special Use Approval & Zoning Variance to BCC
- September 16, 2022: Final Property Acquisition

- June - August, 2022: Select Design Build Firm
- September 14, 2022: Signed Contact w/ Jacobs for Design/Permits
- December, 2022: Submitted ERP Applications for WRF
- March, 2023: Begin Early Work Package for WRF Site

- August 10, 2023: Jacobs submitted GMP Proposal
- August 23, 2023: Completed Evaluation of GMP using 3rd Party
- September 19, 2023: Met with Jacobs to discuss GMP
- October, 2023: Jacobs rebids project using 90% Design Plans
- November 16, 2023: Jacobs submits revised GMP to County

- December 19, 2023: If GMP is acceptable, submit GMP Contract to BCC and Issue Notice to Proceed
- March, 2026: Substantial Completion of Project, Plant is placed into operation
- May, 2026: Final Completion of WRF Improvements

 **Items Complete**



WRF Site Work – 9 Month Progress



Site Conditions: March 27, 2023



Site Conditions: December 5, 2023



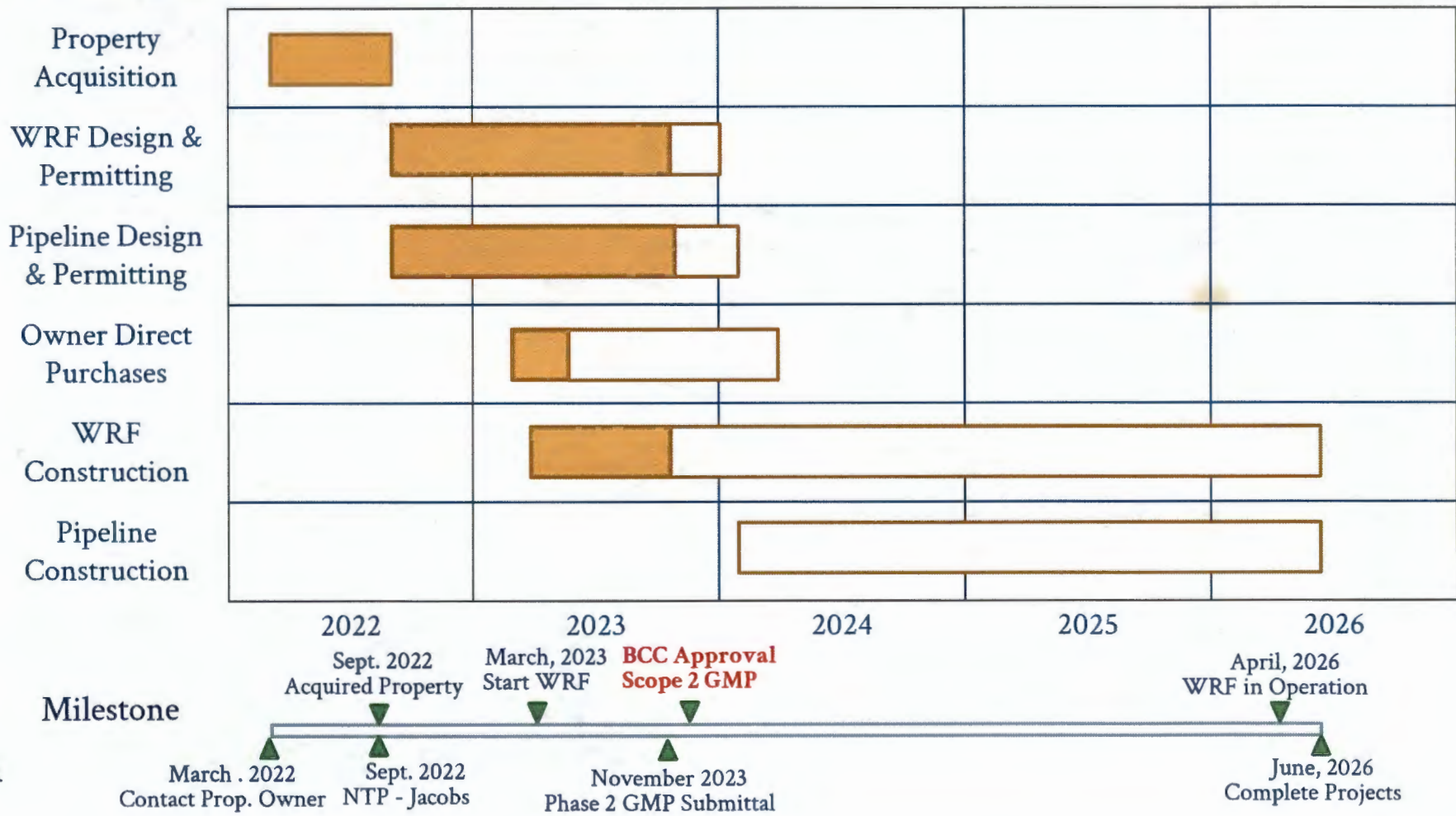
**SR 207 WRF
December 5, 2023**



**SR 207 WRF
December 5, 2023**

Project Delivery

 Complete



Financial

October, 2022

Estimated Budget: \$145M

Funding Sources

Connection Fees - \$15.0M

New Debt Issue - \$130.0M

Construction Uses	Budget
Treatment Facility -	\$81.3M
Transmission Mains -	\$50.6M
<u>Storage and Pumping -</u>	<u>\$13.1M</u>
Total Budget -	\$145.0M

August 10, 2023

GMP 1st Draft: \$214.38M

Jacobs submitted GMP Proposal using 60% Design Plans for Bidding

Construction Uses	Actual
Treatment Facility -	\$129.11M
Transmission Mains -	\$41.84M
Storage and Pumping -	\$8.61M
Allowances, ODPs	\$16.02M
Eng, Design, Preconst.	\$10.11M
<u>Contingency -</u>	<u>\$8.69M</u>
Total GMP -	\$214.38M

November 16, 2023

GMP 2nd Draft: \$191.82M

Jacobs submitted GMP Proposal using 90% Design Plans for Bidding

Construction Uses	Budget
Treatment Facility -	\$121.51M
Transmission Mains -	\$41.96M
Storage and Pumping	\$8.46M
Allowances, ODPs	\$1.17M
Eng, Design, Preconst.	\$12.49M
<u>Contingency -</u>	<u>\$6.23M</u>
Total GMP -	\$191.82M



REQUESTING APPROVAL

Agenda Item 23 - 00849

1. Motion to adopt Resolution 2023-_____, authorizing the County Administrator or designee to execute the attached GMP Amendment (Contract Amendment No: 01), in substantially the same form and format as attached, with Jacobs Project Management Co., for the completion of Scope 2 – Final Design, Construction and Commissioning for the New SR 207 Water Reclamation Facility and Associated Improvements for a not-to-exceed amount of \$161,820,000, which makes the total project not-to-exceed amount for Scope 1 and Scope 2, \$191,820,000, and
2. Motion to authorize the transfer of \$5,000,000 from (Dept. 4426 – 59941) Utility Unit Connection Fee Reserves to Utility Unit Connection Fees Capital Projects (Dept. 4484-56302)