

RESOLUTION NO. 2024 - 191

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS TO WHARTON-SMITH, INC. AS THE TOP RANKED FIRM, AND TO EXECUTE A CONSTRUCTION MANAGER CONTRACT, IN SUBSTANTIALLY THE SAME FORM AND FORMAT AS ATTACHED FOR THE COMPLETION OF PHASE 1 - PRE-CONSTRUCTION SERVICES AT THE NOT-TO-EXCEED AMOUNT OF \$405,250.00, CONSTRUCTION MANAGER FEE OF 4.9%, AND TO NEGOTIATE GMP AMENDMENT(S) FOR SUBMITTAL TO THE BOARD FOR APPROVAL TO EXECUTE.

RECITALS

WHEREAS, the Purchasing Department issued a Request for Qualifications ("RFQ") in order to select a Construction Manager at Risk (CMAR) for the construction of four (4) regional parks: Northeast Community Park, Central St. Johns Sportsplex, Central Community Park, and Northwest Community Park and the expansion of Davis Park, all located within St. Johns County. This project will be separated into two phases: Pre-Construction Services and Construction Services. During Phase 1 - Pre-Construction, the CMAR will be responsible for contributing insights related to constructability, value engineering, maintenance, and providing maximum value to the County and Engineer in developing the final design(s) for the parks, and will perform Early Works, as determined by the County to help ensure on time completion of construction. During Phase 2 - Construction, the CMAR will be responsible for completing the construction in accordance with the final design, and within the Guaranteed Maximum Price, and schedule established for each park; and

WHEREAS, eight (8) responses were submitted and evaluated. The Evaluation Committee shortlisted firms during the Technical Proposal Presentation and additional interviews/presentations. After comprehensively evaluating qualifications, technical proposal presentations, and additional interviews/presentations, Wharton-Smith, Inc., was identified as the top-ranked Respondent; and

WHEREAS, the County staff has negotiated the terms and conditions and scope for the Construction Manager Agreement for Phase 1 – Pre-Construction Services, to assist the County and the Engineer in developing an optimum, minimum risk and buildable design for the five (5) park projects through submittal of a Guaranteed Maximum Price ("GMP") Proposal(s) for all five (5) parks, which shall be negotiated by County staff and GMP Amendment(s) will be submitted to the Board for approval as needed in accordance with the Purchasing Policy, to execute for the completion of Phase 2 – Construction Services; and

WHEREAS, the County finds that issuing a contract for this work serves a public purpose; and

WHEREAS, the project will be funded by the SJC Parks and Recreation 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. The County Administrator, or designee, is hereby authorized to award RFQ No: 1530 to Wharton-Smith, Inc., as the top ranked firm.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute a Construction Manager Contract, in substantially the same form and format as attached for the completion of Phase 1 - Pre-Construction Services at the not-to-exceed amount of \$405,250.00, Construction Manager Fee of 4.9%, and to negotiate GMP Amendment(s) for submittal to the Board for approval to execute.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 7th day of May, 2024.

Rendition Date MAY 09 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Sarah Arnold, Chair

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

By: Robin L. Platt
Deputy Clerk





**CONSTRUCTION MANAGER AT RISK
AGREEMENT BETWEEN
ST. JOHNS COUNTY AND CONSTRUCTION MANAGER**

Construction Manager Agreement No: 24-MCA-WHA-19753

Table of Contents

ARTICLE I. CONTRACT DOCUMENTS..... 4

1.1 The Contract Documents 4

1.2 Definitions..... 5

1.3 Construction Manager’s Continuing Duty 7

ARTICLE II. THE WORK..... 7

2.1 Project Description..... 7

2.2 Phase 1 – Pre-Construction Services..... 8

2.3 Guaranteed Maximum Price Proposal 11

2.4 Off-Ramp 13

2.5 Phase 2 Construction Services 13

2.6 Labor and Materials 14

2.7 Review of Technical Submittals 14

2.8 Project Sequencing/Arrangement..... 15

2.9 Payment of Costs 15

2.10 Reporting Requirements 15

2.11 Management of the Jobsite 16

2.12 Project Meetings 16

2.13 Title and Risk of Loss 17

2.14 Access to Work..... 17

2.15 Utilities..... 17

2.16 Existing Utility Lines 17

2.17 Publicity and Advertising..... 17

2.18 County Furnished Items 18

2.19 Direct Purchase Program 18

2.20 Post Construction Audit 19

ARTICLE III. CONTRACT TIME 19

3.1 Contract Time 19

3.2 Time is of the Essence 20

3.3 Liquidated Damages 20

3.4 Disclaimer of Consequential Damages 21

ARTICLE IV. CONTRACT PRICE AND PAYMENT 21

4.1 Contract Price..... 21

4.2 Schedule of Values..... 23

4.3	Measurement and Payment	23
4.4	Progress Payments	23
4.5	Application for Payment	24
4.6	Withheld Payment.....	25
4.7	Final Inspection (Phase 2 Construction Services).....	25
4.8	Final Payment	26
ARTICLE V. CONSTRUCTION MANAGER RESPONSIBILITIES		26
5.1	Performance	26
5.2	Authorized Representative	27
5.3	Environmental, Safety and Health	27
5.4	Ownership of Work Product	29
5.5	Taxes	29
ARTICLE VI. PROJECT MANAGER		29
6.1	Project Manager Responsibilities.....	29
6.2	Field Orders	30
ARTICLE VII. SUBCONTRACTORS.....		30
7.1	Award of Subcontracts.....	30
ARTICLE VIII. CONTRACT DISPUTES/CLAIMS		31
8.1	Contract Claims.....	31
ARTICLE IX. CHANGES IN THE WORK		32
9.1	General	32
9.2	Changes in the Contract Time.....	32
9.3	Changes in the Contract Price.....	33
9.4	Acceptance of Change Orders.....	34
9.5	Notice to Sureties	34
9.6	Differing Site Conditions.....	34
ARTICLE X. UNCOVERING WORK, STOPPING WORK,		34
AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK		34
10.1	Uncovering Work.....	34
10.2	Right to Stop Work	35
10.3	County May Accept Defective or Nonconforming Work.....	35
ARTICLE XI. CONTRACT SUSPENSION AND TERMINATION		35
11.1	Suspension	35
11.2	Termination.....	35
ARTICLE XII. WARRANTY, INDEMNITY, And Standard of Care.....		36
12.1	Warranty	36
12.2	Extended Equipment Warranty	37
12.3	Indemnity	37
12.4	Indemnification and Subcontracts.....	38
12.5	Standard of Care.....	38
ARTICLE XIII. INSURANCE AND BONDS.....		38

13.1	Construction Manager’s Insurance Requirements	38
13.2	Additional Insured Endorsements and Certificate Holder	39
13.3	Workers Compensation.....	39
13.4	Commercial General Liability	39
13.5	Automobile Liability.....	39
13.6	Umbrella or Excess Liability	39
13.7	Additional Coverages.....	39
13.8	Other Requirements	40
13.9	Payment and Performance Bonds	40
13.10	Warranty Bond.....	41
ARTICLE XIV. MISCELLANEOUS		41
14.1	Independent Contractor.....	41
14.2	Examination of Construction Manager’s Records	41
14.3	Backcharges	41
14.4	Applicable Law.....	41
14.5	Governing Law & Venue.....	41
14.6	Assignment	41
14.7	Severability	42
14.8	Section Headings.....	42
14.9	Disclaimer of Third-Party Beneficiaries	42
14.10	Waiver; Course of Dealing	42
14.11	No Waiver of Sovereign Immunity.....	42
14.12	Execution in Counterparts.....	42
14.13	Entire Contract	42
14.14	Survival	42
14.15	Employment Eligibility and Mandatory Use of E-Verify.....	42
14.16	Equal Employment Opportunity	43
14.17	Public Records	44
14.18	Anti-Bribery	45
14.19	Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	45
14.20	Compliance with Florida Statute 287.138.....	45
14.21	Delivery of Documents	45
14.22	Contingency Fees.....	45
14.23	Conflict of Interest	46
14.24	Written Notice.....	46
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS.....		48
CONSTRUCTION MANAGER’S FINAL RELEASE AND WAIVER OF LIEN.....		49

This Construction Manager Agreement (“Contract”) is made this ____ day of _____, 2024 (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 **Wharton-Smith, Inc.** (“Construction Manager”), a company authorized to do business in the State of Florida, with its principal offices located at: 750 Monroe Road, Sanford, FL 32771, Phone: (407) 416-3136, and E-mail: sfarmer@whartonsmith.com, for **RFQ NO: 1530; Construction Manager at Risk Services for Multiple Parks** hereinafter referred to as the “Project”. When referenced together, the County and Construction Manager 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 shall govern the completion of the Work, and shall consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Notice to Proceed;
- c) The Construction Documents prepared by the Engineer and approved in writing by the County.;
- d) This Construction Manager Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Phase 1 Pre-Construction Services Proposal dated April 22, 2024
 - ii. Exhibit B – Key Personnel
- e) Field Orders signed by the County’s Project Manager;
- f) Bonds and Insurance furnished by the Construction Manager; and
- g) RFQ Documents and RFQ Forms with all addenda thereto for RFQ No. 1530.

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 Construction Manager’s submitted Proposal or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts or discrepancies among the Contract Documents, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the body of this Contract shall govern over Exhibits, 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 Construction Manager’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 Construction Manager.

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

1.1.5 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Construction Manager from its obligations to timely perform the Work required by this Contract and to maintain the progress schedule in accordance with this Contract.

1.1.6 Any and all Contract Documents shall remain the property of the County. Construction Manager 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. Construction Manager 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 Construction Manager and/or Construction Manager'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 definition of terms provided in the St. Johns County Purchasing Policy.

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

1.2.2 Allowance Item: An amount proposed by Construction Manager for inclusion into 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 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.

1.2.4 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.

1.2.5 Change Order: A document providing the written modification to a previously issued Contract, adjusting Contract Price, Scope of Work, or Contract Time.

1.2.6 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.

1.2.7 Construction Manager: A Supplier as defined under Florida Statute § 255.103, to whom a Construction Manager Contract is issued and who is responsible for representing the County's interests in all phases of the Project, and for the performance of the contract requirements.

1.2.8 Contract Price: The sum set forth in Article IV of this Contract and the GMP Amendment(s) shall constitute the Contract Price, as may be amended by Change Order or Amendment. 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 Construction Manager or any Subcontractor with respect to sales of goods purchased for the performance of the Work.

1.2.9 Contract Time: The number of calendar days between commencement and completion of the Work, established in Section 3.1 of this Contract, as may be amended by Amendment or Change Order.

1.2.10 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.

1.2.11 Early Work: Work, such as site development and related activities, procurement of long lead materials/equipment, and any other advanced Work the Parties agree should be performed in advance of Phase 2, in order to avoid any material impacts to the critical path of the Project schedule. Early Work shall be agreed upon by the Parties, and incorporated into this Contract by GMP Amendment.

1.2.12 Engineer: The Engineer contracted by the County is Osborn Engineering, Inc, dba OSPO RTS.

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

1.2.14 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.

1.2.15 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Construction Manager and the County, including acts of war, terrorist attacks, embargo, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, government requirement, civil or military authority, and other acts of God. However, market conditions, labor conditions, construction industry price trends, and similar matters such as financial distress or Construction Manager's inability to make a profit or avoid financial loss, which normally impact on the bidding process shall not be considered Force Majeure.

1.2.16 Guaranteed Maximum Price ("GMP"): The maximum amount, including, but not limited to, the Construction Manager Fee, Direct Labor Cost, and the Cost of the Work, that will be paid to the Construction Manager to fully complete construction of the Project or the portion of the Project to which the specific GMP pertains, as set forth on the executed GMP Amendment.

1.2.17 GMP Amendment. The document(s) that outline(s) the GMP for the Project or the portion of the Project to which the specific GMP pertains, as set forth therein. Upon execution, the GMP Amendment shall become part of the Contract Documents. It is anticipated that the Project will be completed in one or more portions comprising one or more of the /five parks included in the Work, and that multiple GMP Amendments will be executed under this Contract. Each GMP Amendment shall set forth the specific park(s) to which it pertains and set the GMP for that specific portion of the Work.

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

1.2.19 Notice to Proceed: Written notice(s) given by the County to Construction Manager authorizing the commencement of the Work and fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates. There may be one or more Notice(s) to Proceed issued, applicable to different stages and/or portions of the Work.

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

1.2.21 Project: The total undertaking to be accomplished for County by Consultants, Contractors, Construction Managers, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under this Contract is a part.

1.2.22 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.

1.2.23 Risk Register: A document that lists all potential risks to the Project, identified in order of severity of impact, including category and description of each risk, a calculation of likelihood, analysis of the risk, proposed mitigation of each potential risk, and ownership of the risk, which shall be utilized to assist with early identification and address of potential risks to the Project.

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

1.2.25 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Construction Manager or a Subcontractor, and material suppliers to illustrate some portion of the Work.

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

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

1.2.28 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Construction Manager under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and

furnishing, installing, and incorporating all materials, equipment, deliverables, and other incidentals into such construction, all as required by the Contract Documents. The Work may constitute the whole or part of the Project including Phase 1 – Pre-Construction Services and Phase 2 – Construction Services.

1.2.29 Work Product: Work Product has the meaning specified in Section 5.4.

1.3 Construction Manager’s Continuing Duty

1.3.1 Construction Manager shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Submittals and shall provide written notice, within five (5) business days, to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Construction Manager 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 Construction Manager’s compliance with the Contract. The County has provided to Construction Manager, documents for the Project, as exhibits to the RFQ Document. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONSTRUCTION MANAGER CONCERNING SUCH DOCUMENTS. By the execution hereof, Construction Manager acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be sufficient for proceeding with the Work under the Project, and that Construction Manager has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.3.2 Construction Manager 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 Construction Manager and the County. Should Construction Manager have any questions concerning interpretation or clarification of the Contract Documents, Construction Manager 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 Construction Manager within five (5) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The Project Manager will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Construction Manager files a written protest to the County’s rendered determination within fourteen (14) calendar days of receipt thereof to the County’s Purchasing Director. Construction Manager’s protest shall state clearly and in detail the basis thereof. Failure by the Construction Manager to protest the Project Manager’s rendered determination within fourteen (14) calendar days shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise. The Purchasing Director will consider Construction Manager’s protest and render its decision thereon, in writing, within ten (10) calendar days. If Construction Manager does not agree with the Purchasing Director’s decision, Construction Manager shall deliver written notice to that effect to the County within five (5) business days of receipt of the County’s decision.

1.3.3 Unless otherwise directed in writing, Construction Manager 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 Construction Manager from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II. THE WORK

2.1 Project Description

2.1.1 The County requires Construction Manager at Risk (“Construction Manager”) services for the new construction of four (4) regional parks and the expansion of one (1) existing park located within St. Johns County. The Construction Manager shall be responsible for the successful, timely, and economical completion of the construction and expansion of the parks. The Project shall be divided into two (2) phases for each park: Phase 1 for Pre-Construction Services, and Phase 2 for Construction Services. Below is a general description of the five (5) parks:

2.1.1.1 Northeast Community Park (Parcel ID: 0680500005): A 50-acre site located off Diego Plains Road, north of Nocatee Parkway. The planned project consists of Soft Ball Fields, Stadium Bleachers, Multipurpose Concession/Restroom/Storage Building, Batter’s Cages, Walking Path, Soccer Field with Lighting, Pickleball Courts, Sand Volleyball Courts, Shade Structures, Picnic Pavilion Area, Community Building, Splash Pad, Pump

Track, Restroom Buildings, Mountain Bike Area, and Boardwalk. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.

- 2.1.1.2 Davis Park (Parcel ID: 0696300110): An existing 138-acre park site located at 210 Davis Park Road in Ponte Vedra. The planned project consists of converting the existing softball fields into baseball fields after the softball fields are complete at the Northeast Community Park. Other improvements to this park site may include; concessions, maintenance buildings, parking, convert existing field(s) to artificial turf, improve existing fields and other park improvements.
- 2.1.1.3 Central St. Johns Sportsplex (Parcel ID: 0103400000): A 40-acre site located at County Road 16A and Timberwolf Trail. The planned project consists of Multipurpose Synthetic Turf Fields, Natural Grass Playing Fields, Multipurpose Stadium with track, Stadium Bleachers, Concession, Restrooms, Maintenance Buildings and overlook. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.
- 2.1.1.4 Central Community Park (Parcel ID: 0103300040): A 10-acre site located at Timberwolf Trail adjacent to the new K-8 School NN. The planned project consists of Community Center with outdoor stage and court area, Multipurpose Field, Playground, Pickleball Courts, Basketball Courts, Shade Structure and Walking Path. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.
- 2.1.1.5 Northwest Community Park (Parcel ID: 0013300030): A 63-acre site located off of Greenbriar Rd west of Longleaf Pine Parkway. The planned project consists of Little League Baseball/Softball Field, Stadium Bleachers, Multipurpose Concession/Restroom/Storage Building, Batter's Cages, Playground, Pickleball Courts, Sand Volleyball Courts, Shade Structures, Community Center, Pavilion and Walking Trail. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.

2.2 Phase 1 – Pre-Construction Services

2.2.1 Generally: Construction Manager shall perform such Pre-Construction Services to the level of completion required for Construction Manager to develop and submit GMP proposal(s) in accordance with **Exhibit "A"** for all five (5) parks, as set forth in Section 2.3 below. Phase 1 may also include Early Work when authorized by an approved GMP Amendment, signed by both Parties. Phase 1 will consist of assisting the County and the Engineer in developing an optimum, minimum risk and buildable design for the five (5) park projects in accordance with County Standards. The Construction Manager shall review the Engineer's design and contract documents to determine their adequacy and completeness for both bidding and construction of the Project. The review shall encompass information from the plans, technical specifications, appropriate special provisions and appendices and information gained by site inspections. The Construction Manager shall identify risks including conflicts, errors, omissions, and any construction requirements that could impact cost, schedule, or quality of the work. The Construction Manager shall make recommendations to improve the quality of all documents, provide written comments on the contract documents, and participate in review meetings as requested. Constructability comments resulting from this review will be provided to the County, who will be responsible for ensuring their resolution by the Engineer. The Construction Manager will offer recommendations and present a report on the overall constructability of the design. This report will highlight areas where construction documents may be ambiguous, incomplete, excessively restrictive, defective, or incorrect. Additionally, it will address design specifications not in compliance with codes and standards, as well as propose alternatives such as the use of alternative materials or methods of construction to achieve construction efficiencies. This is the final task that leads to the development of the GMP.

2.2.1.1 The Construction Manager shall be responsible for providing an evaluation of the County's Project, schedule and construction budget requirements, each in terms of the other. It is the responsibility of the Construction Manager to actively participate in the design process working with the County and Engineer in maintaining the Project construction budget and scope.

2.2.1.2 The Construction Manager shall employ the Key Personnel identified in **Exhibit "B"** who shall not be replaced and who shall remain on the Project until Completion of Phase 1 Services unless otherwise approved in writing by County.

2.2.2 Consultation and Review of Design Documents:

2.2.2.1 The Construction Manager shall schedule and conduct meetings with the County and County's Engineer to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the County and the Engineer on proposed site use and improvements, selection of materials, building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the County and

Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.2.2.2 Construction Manager shall review Engineer's designs during their development as to constructability, including without limitation bringing to the County's and Engineer's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the County and the Engineer. At a minimum, each such written report shall contain: (1) A description of the constructability issue with background information; (2) A summary of the Construction Manager's in-depth study/research; and, (3) Written recommendations for addressing the issue. Construction Manager shall provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, and ordinances, availability of materials and labor, time requirements for procurement, logistical considerations, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the County's design objectives.

2.2.2.3 The Construction Manager shall provide a thorough interdisciplinary coordination review of the Construction Drawings and Specifications submitted for review to the agency having jurisdiction for plan review and building permits, before final contracting with any Subcontractor. Review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated. Construction Manager shall not be entitled to any adjustment to the GMP(s) for coordination or errors or omissions in the Construction Drawings and Specifications which should have been identified by Construction Manager during Phase 1 in its capacity as an experienced and qualified Construction Manager.

2.2.2.4 The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed corrected, and any associated costs shall be included in the Final GMPs. Any outstanding ambiguous, confusing, conflicting and/or erroneous features not completely resolved by the submission deadline of the Final GMPs will be listed as assumptions for the County to review. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with Applicable Laws, but the Construction Manager shall promptly report to the Engineer and County any nonconformity discovered by or made known to the Construction Manager as a request for information.

2.2.2.5 It is incumbent upon the Construction Manager to advise the County and Engineer of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.2.3 Value Engineering:

2.2.3.1 During Phase 1, and at any other time requested by County or as otherwise appropriate, Construction Manager shall evaluate the design and obtain an understanding of the intent of the County and Engineer, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the County and Engineer. All recommendations shall be in writing and must be fully reviewed with and approved by the County and Engineer prior to implementation.

2.2.3.2 Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist the County and Engineer in achieving an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule and Phase 1 schedule.

2.2.4 Cost Estimates:

2.2.4.1 It is anticipated that the Project will be at sixty percent (60%) design at the time of execution of this Contract. Based on this design prepared by the Engineer, the Construction Manager shall prepare an initial Cost Estimate for the Project, using area, volume or similar conceptual estimating techniques for the County's review and approval. If the Engineer or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost estimates of those alternative materials and systems. The Cost Estimate must include estimated amounts for Direct Labor Cost, Cost of the Work, and Construction Manager Fee.

2.2.4.2 The Construction Manager shall prepare and update, as additionally requested by the County, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the County and Construction Manager agree on a park-specific GMP for the Construction Work. Such estimates shall be provided for the County's review and approval. The Construction Manager shall inform the County and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action. 2.2.4.3 Along with each Cost Estimate, Construction Manager shall also deliver an updated Project Schedule and report setting forth a summary of all of the Construction Manager's Phase 1 Services required by this 2.2 and 2.3 including, but not limited to identification of constructability issues, value engineering alternatives, recommendations for materials or equipment, identification of any errors, omissions or concerns regarding design documents.

2.2.4.4 All detail supporting the cost estimates shall be provided to County and Engineer, including, but not limited to Subcontractor and Supplier pricing, proposals and quotations. All documents, writings, materials, estimates, pricing, proposals, schedules, reports, and other materials prepared by Construction Manager during Preconstruction Services shall be the property of County and shall be delivered to County upon request.

2.2.5 Procurement of Subcontractors and Supplies: The Construction Manager shall develop Suppliers' interest in the Project. The Construction Manager shall prepare, for the County's acceptance, a procurement schedule for goods, materials, equipment and services that must be purchased for the Project in order to appropriately time the receipt and performance of such items in accordance with the Project schedule. The Construction Manager shall prepare competitive solicitations for all procurements of long lead materials and services, for sub-contracts and for site utilities. Such procurements shall be prepared in accordance with the following guideline:

2.2.5.1 Sub-contracts or sub-awards below \$250,000 must be procured with a solicitation to a minimum of three (3) Suppliers or Contractors. Construction Manager is responsible for documenting and communicating any clarifications, answers to questions, revisions or other information to the potential Suppliers or Contractors in order to ensure the best responses to each solicitation. The solicitations may be decided based upon lowest price or best value, in order to serve the best interest of the Project and the County. The responses to each solicitation must be tabulated and provided, with all backup and relevant correspondence, to the County for acceptance prior to award. Each sub-award must be confirmed by written contract or purchase order, between the Construction Manager and the Supplier defining the scope and quality of work to be provided.

2.2.5.2 Construction Manager shall be responsible for grouping and/or ungrouping goods and services for the purposes of procurement, in order to maximize the competitiveness of the solicitations issued. Construction Manager must obtain approval from the Project Manager and SJC Purchasing Department on the solicitation document(s) prior to procurement activities to ensure that the solicitations are acceptable to the County.

2.2.5.3 Sub-contracts or sub-awards exceeding \$250,000 must be procured with a solicitation to a minimum of five (5) Suppliers or Contractors. The solicitations must be sent via email notification to any and all potential Suppliers or Contractors, and must be provided to SJC Purchasing Department for additional broadcast. Construction Manager is responsible for documenting and communicating any clarifications, answers to questions, revisions or other information to the potential Suppliers or Contractors, simultaneously to preserve a fair solicitation process, in order to ensure the best responses to each solicitation. The solicitations may be decided based upon lowest price or best value, in order to serve the best interest of the Project and the County. Each sub-award must be confirmed by written contract or purchase order, between the Construction Manager and the Supplier defining the scope and quality of work to be provided.

2.2.5.4 Construction Manager will review the proposals they receive and determine whether or not submitted proposals meet all requirements for the project. Construction Manager is responsible for providing written justification, which must be submitted to the Project Manager and SJC Purchasing Department for approval, documenting the method of procurement and selection of a sub-contract or sub-award and how it benefits the Project and the County. If the proposal(s) received exceeds the proposed budget, schedule, or otherwise do not comply with project requirements, the Construction Manager is responsible for any necessary negotiations, or resolicitation of responses in order to accommodate the Project budget. In the event the best or lowest response to a solicitation is not within budget, and Construction Manager determines that it is in the best interest of the County to move forward with the sub-award, Construction Manager must provide written documentation attesting to such determination and must request Project Manager's approval to utilize Construction Contingency for the overrun, if necessary. The responses to each solicitation must be tabulated and provided, with all backup and relevant correspondence, to the County for acceptance prior to award. The sub-award must be confirmed by

written contract or purchase order, between the Construction Manager and the Supplier defining the scope, price, and quality of work to be provided.

2.3 Guaranteed Maximum Price Proposal

2.3.1 Construction Manager shall develop and submit one (1) or more initial GMP Proposal(s) to the Project Manager and SJC Purchasing Department no later than thirty (30) calendar days after the Drawings for each individual park are at (90%) design. The design documents for each park will be staggered, and the Construction Manager will initiate work toward an initial GMP Proposal(s) upon receiving the (90%) design for the specific park(s). Upon receipt of the initial GMP Proposal(s) for the specific park(s), the Construction Manager will have sixty (60) calendar days to finalize the GMP Proposal(s), using an open-book approach, for each park with or without (100%) design. The GMP Proposal(s) shall be subject to negotiation and acceptance by the County. The County is under no obligation to accept or approve any submitted GMP Proposal, and in its sole discretion, may withhold approval of any GMP Proposal as submitted or negotiated. The GMP Proposal(s) may be submitted individually, by park, or in group(s), based upon progress of the Design. If a GMP Proposal includes a group of parks, it must be itemized by park within the submitted GMP Proposal. The GMP proposal(s) shall include the sum of Construction Manager's estimate of the Direct Labor Cost and Cost of the Work, including a Construction Contingency, and the Construction Manager's Fee.

2.3.1.1 The County reserves the right to request, and Construction Manager is obligated to provide, either prior to or after receipt of the initial GMP Proposal(s), an Economic Cost Model and/or a Budget Comparison Analysis to further substantiate estimates for the Project, in an effort to ensure the costs for the Project are not in excess of the County's budget. In the event the County requests an Economic Cost Model and/or a Budget Comparison Analysis, the Construction Manager shall provide such reports to the County within five (5) business days of any such request.

2.3.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager shall provide in the GMP proposal(s) for such further development consistent with the Contract Documents and reasonably inferable therefrom.

2.3.3 The Construction Manager shall include with GMP proposal(s) a written statement of its basis, which shall include the following:

- i. A list of the Drawings and Specifications, including all Addenda thereto; and
- ii. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP Proposal (including bonding and insurance cost); and
- iii. A statement of the estimated Direct Labor Cost and Cost of the Work organized by trade categories or systems, allowances, Construction Contingency, and the Construction Manager's Fee; and
- iv. The anticipated date of Substantial Completion upon which the proposed GMP is based which includes a Critical Path Schedule (CPM); and
- v. A list of proposed Subcontractors and corresponding procurement information; and
- vi. A list of proposed Owner Direct Purchases; and
- vii. A Risk Register; and
- viii. Submit Revised Exhibit "B", Construction Manager's Key Personnel designated for Phase 2 of the Project, including Construction Manager's Authorized Representative, if different than Phase 1; and
- ix. A schedule of values as described in Section 4.2; and
- x. A schedule of applicable alternate prices with an explanation as to the need and/or application of such alternate pricing and the potential benefit to the County; and
- xi. A schedule of unit prices and allowance items, provided however, that only such allowances as are agreed to by the County shall be included; and
- xii. The timeframe by which the GMP Proposal shall remain valid for consideration by the County.

2.3.5 The Construction Manager shall meet with the County and Engineer to review the GMP proposal(s). In the event that any inconsistencies or inaccuracies in the information presented in the GMP proposal, the County shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal(s), its basis, or both.

2.3.6 In the event that a GMP proposal exceeds the Project construction budget, the County reserves the right to direct the Construction Manager, and the Construction Manager shall be required to work in conjunction with the Engineer to redesign the Project as necessary to maintain the Project Program and meet the Project construction budget. After

consultation with the County, the Construction Manager shall coordinate and cooperate with the County and Engineer to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost.

2.3.7 If the Construction Manager'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. The GMP Amendment(s) shall set forth the agreed upon GMP with the information and assumptions upon which it is based, the Contract Time, and must include a detailed Project schedule for the Work and submittal schedule required by the Contract Documents. Subject to additions or deductions by approved Change Order as provided in this Contract, Construction Manager 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. Construction Manager acknowledges and agrees that any and all Allowable and Reimbursable Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the County and shall not be a basis of any Change Order.

2.3.8 If approved by St. Johns County Board of County Commissioners, the County and Construction Manager shall execute the GMP Amendment(s) amending this Agreement. A Public Construction Bond on the County's standard forms shall be provided by the Construction Manager within five (5) business days of full execution of the GMP Amendment(s).

2.3.9 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of Phase 2, unless reimbursement for such costs is authorized via Amendment or Change Order as provided in this Contract.

2.3.10 The County shall authorize the Engineer to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the GMP Amendment(s). The County shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the County and Engineer of any inconsistencies between GMP Amendment(s) and the revised Drawings and Specifications.

2.3.11 The Construction Manager shall include in the GMP all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the GMP Amendment(s) are executed.

2.3.12 There shall be no authorization for commencement Phase 2 until such time as a GMP Amendment is executed. If a GMP Amendment is not executed for any reason, Construction Manager shall be entitled to payment for Work performed in Phase 1, but in no event shall be entitled to any additional compensation or damages including but not limited to lost profits or fee on Work not performed, additional GMP Proposal preparation costs not identified in Phase 1, consequential or other damages.

2.3.13 The GMP shall be based upon actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. The GMP will include an allowance within each Work package as determined by the Construction Manager and approved by the County when a maximum price for the Work package has not been determined at the time of the GMP. This allowance 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 Construction Manager. If an allowance is not included within the Work package, the agreed upon price is the maximum for that item.

2.3.14 Construction Manager's Fee. The Construction Manager's Fee shall be an amount equal to a negotiated percent of the sum of the Direct Labor Cost and Cost of the Work provided in the GMP Proposal(s) and included in the GMP Amendment. The Construction Manager's Fee 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 fifteen percent (15%) of the original GMP, the Construction Manager's Fee shall be subject to renegotiation.

2.3.15 Construction Contingency. The GMP shall include a Construction Contingency which sum shall be established by the Construction Manager and the County and included in the GMP Amendment. Construction Contingency shall be used by Construction Manager to pay for miscellaneous Work items which are required to complete the Project including trade scope gaps, emergencies, incomplete design, overtime costs to maintain/accelerate the Project schedule due to unavoidable

delays (excludes acceleration requested by the County under an approved Change Order), unanticipated costs associated with unforeseen conditions that arise during construction, and other costs that were not known or reasonably foreseeable as of the effective date of this Contract (and not otherwise recoverable by bond or applicable insurance).

2.3.15.1 No increase in the Construction Contingency will be allowed once the GMP is established.

2.3.15.2 Construction Manager 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. In the event Construction Manager performs Work related to a Construction Contingency request without prior written approval by the County, Construction Manager shall be responsible for any related costs to any such Work. The Construction Manager 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 Construction Contingency requests shall include a breakout of the Direct Labor Cost and Cost of the Work, including the Construction Manager's Fee. The County shall receive all of the Construction Contingency remaining unallocated at Final Completion.

2.3.16 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. Construction Manager shall not be entitled to any compensation from any unused amounts of the County's Contingency.

2.4 Off-Ramp

2.4.1 In the event the County determines that Construction Manager's submitted GMP Proposal(s) are 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 may be taken when the County formally rejects the GMP Proposal(s) submitted by Construction Manager, and terminates this Contract. A termination of this Contract under the Off-Ramp shall be for convenience, unless the Construction Manager otherwise defaults under the provisions of this Contract. In such event, Construction Manager acknowledges and agrees that the County's rejection of the submitted GMP Proposal(s) shall not entitle the Construction Manager to make any claim for damages, loss or profits or compensation of any kind, and all such claims are hereby waived and released by Construction Manager. County reserves the right to take the Off-Ramp for the full Project, or for any portion(s) of the Project, which are included in a GMP Proposal, which is rejected by the County.

2.5 Phase 2 Construction Services

2.5.1 Generally: Phase 2 shall consist of the completion of the procurement of all materials and equipment for the Project, completion of all construction services for the Project, and the provision of warranty services, all as further described in the Contract Documents. The Contract Price for Phase 2 will be set forth in the executed GMP Amendment(s). Once the Parties have agreed upon the Contract Price and the County has issued a GMP Amendment(s) and Notice to Proceed for Phase 2, Construction Manager shall commence with Phase 2.

2.5.2 Self-Performance: The Construction Manager shall not self-perform more than twenty-five percent (25%) of the Work, which must correspond to twenty-five percent (25%) of the overall value of the Contract Price for the Project. All work performed by Sub-Contractors shall be competitively procured by the Construction Manager as stated in Section 2.2.5. Self-performance will be compensated at the Direct Labor Cost and the Cost of the Work as stated in Paragraphs 4.1.4 and 4.1.5 and the Construction Manager fee as stated in Paragraph 4.1.6. Separate and/or additional markup is not allowed.

2.5.3 Sub-contractor Interfacing: The Construction Manager shall be the single point of interface with all sub-contractors for County and all of its agents and representatives including the Engineer. Construction Manager shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the County and Engineer of their validity and reasonableness, acting in County's best interest prior to requesting approval of each change order from County.

2.5.4 QA/QC Plan: Within ten (10) days of execution of this Contract, Construction Manager shall develop and establish, for the County's benefit, review and approval, a Quality Assurance/Quality Control Plan (QA/QC Plan) in order to ensure that the standards of construction called for in the Contract Documents are met. The QA/QC Plan shall address the processes, procedures and responsibilities for the identification, tracking and resolution of all non-conforming work. Construction Manager shall utilize the QA/QC Plan to monitor the Work and shall deliver to the County updates based upon the approved

QA/QC Plan. Construction Manager shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. Construction Manager shall coordinate and monitor all testing provided by others as required by all Contract Documents. Construction Manager shall keep an accurate record of all tests, inspections conducted, findings and test reports.

2.5.5 Superintendence and Supervision: The Construction Manager shall supervise and direct the Work using its best skill and attention. The Construction Manager shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract. All Work shall be performed by craftsmen skilled in the trades and application of materials involved. Construction Manager shall employ and maintain on the Project only competent personnel including during the progress of the Work a full-time competent English-speaking superintendent and any necessary assistants, all satisfactory to the County. The Construction Manager will submit a revised **Exhibit "B"** identifying Key Personnel who shall not be replaced and shall remain on the Project until Final Completion unless otherwise approved in writing by the County.

2.6 Labor and Materials

2.6.1 Construction Manager shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Construction Manager 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 Construction Manager for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.6.2 Construction Manager 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 Construction Manager under this Contract. In the event a person is removed from the Work, Construction Manager shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Construction Manager's sole expense.

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

2.6.4 In addition, when the Work requires by Florida Statute, Construction Manager 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.

2.7 Review of Technical Submittals

2.7.1 Construction Manager shall review the design, drawings, diagrams, specifications and other technical requirements ("Technical Submittals") in accordance with the Contract Documents and shall, within fourteen (14) calendar days, or other timeframe as mutually agreed, submit feedback from such reviews to the County. The County will review the Construction Manager feedback and indicate whether the Work may proceed, the Work may proceed subject to resolution of indicated comments, or the Work may not proceed.

2.7.2 The Construction Manager shall not be entitled to any extension of time or cost adjustment for any delay caused by the Construction Manager's failure to review Technical Submittals within the time frame set out above or within the time periods identified and agreed pursuant to Construction Manager's schedule. Construction Manager shall provide written notice to the County whenever the Work is likely to be delayed.

2.7.3 The County's review of Construction Manager's feedback on the Technical Submittal does not constitute acceptance or approval and does not relieve Construction Manager from full performance and compliance with all requirements of this Contract.

2.8 Project Sequencing/Arrangement

Construction Manager 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 Construction Manager in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.9 Payment of Costs

Except as otherwise expressly provided, Construction Manager shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article XIII, payments due to Subcontractor 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.

2.10 Reporting Requirements

2.10.1 The Construction Manager must establish a Project Management Information System (“PMIS”) to collect, combine, and distribute information, which shall be accessible by the Project Manager, and other County Staff at all times throughout the duration of the Project. The reports and documents provided shall represent an accurate assessment of each current status of the Project and of the Work remaining to be accomplished. PMIS shall provide a sound basis for identifying variances and problems and for making management decisions. Construction Manager must update information in the PMIS on a weekly basis. The PMIS shall be described in terms of the following major subsystems:

- Narrative Reporting;
- Schedule Control;
- Project Accounting.

2.10.1.1 Narrative Reporting Subsystem: The Construction Manager shall prepare written Narrative reports to include the following:

- Monthly Executive Summary at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken;
- Monthly Cost Narrative describing the current construction cost estimate status of the Project;
- Monthly Scheduling Narrative.

2.10.1.2 Schedules Control Subsystem: The Construction Manager shall submit a master Project schedule covering the planning and design approvals, construction and County occupancy of the Project. The master Project schedule shall be produced and updated no less than monthly throughout the Project. The schedule will follow the Critical Path Method (CPM) for identifying critical and non-critical task with the goal of preventing schedule problems and process bottlenecks.

2.10.1.3 Project Accounting Subsystem: The operation of this subsystem shall enable the County, and the Construction Manager to plan effectively and to monitor and control the funds available for the Project. These reports shall include:

- Costs Status Report presenting County’s Construction Budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given portion of the Project. It shall show approved Change Orders for each Project which when added to the base commitment will become the total commitment. Pending Change Orders will also be shown to produce the total estimated probable cost to complete the Work.
- Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.10.2 Construction Services Daily Record. The Construction Manager shall keep a daily record of the Construction Services Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily records are to be compiled and submitted monthly.

2.10.3 Upon completion of the Contract, the Construction Manager shall provide the County with an export of all relevant data stored within the PMIS utilized for the duration of the project. This provision encompasses but is not limited to

schedules, progress reports, budgetary information, procurement documents, supplier quotes, warranties, correspondence, and any other pertinent documentation related to the project's management. The data shall be exported in a readable and accessible format agreed upon by both Parties, which shall include, but not be limited to, the following formats:

- Microsoft Suite Compatible Formats: The Construction Manager shall export the data in formats compatible with Microsoft Suite applications, including but not limited to Microsoft Word (.docx), Microsoft Excel (.xlsx), and Microsoft PowerPoint (.pptx), to ensure seamless integration and usability within the Microsoft ecosystem.
- CSV (Comma-Separated Values): The Construction Manager shall provide the data in CSV format, allowing for easy manipulation and analysis in spreadsheet software such as Microsoft Excel or Google Sheets.
- PDF (Portable Document Format): The Construction Manager shall also provide the data in PDF format, ensuring the preservation of formatting and ease of viewing for documentation such as reports and schedules.
- XML (Extensible Markup Language): In addition, the Construction Manager shall export the data in XML format, facilitating interoperability and customization for further processing or integration with other systems.
- JSON (JavaScript Object Notation): The Construction Manager shall also provide the data in JSON format, which offers a lightweight and easily readable format suitable for various programming languages and data interchange.
- JPEG (Joint Photographic Experts Group): The Construction Manager shall include JPEG format for any graphical or image-based data, ensuring the preservation of visual information such as diagrams, charts, and photographs

The Construction Manager shall ensure that the exported data is complete, accurate, and consistent with the information stored within the PMIS throughout the Project's duration. The County reserves the right to request additional formats or modifications to the exported data, provided such requests are reasonable and feasible within the scope of the Project. Upon receipt of the exported data, the County shall have the unrestricted right to review, analyze, and utilize the information for any lawful purpose related to the Project, including but not limited to auditing, reporting, and future planning.

2.10.4 RedTeam is the PMIS the Construction Manager will use for this Contract. Construction Manager will ensure that RedTeam meets or exceeds the reporting requirements identified within this Section 2.10. In the event the Construction Manager seeks to change the PMIS utilized, the Construction Manager will notify the County at least sixty (60) days ahead of any such change, and provide any such information and/or documentation necessary to demonstrate that the intended PMIS system meets or exceeds the requirements set forth herein.

2.11 Management of the Jobsite

2.11.1 Construction Manager 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, Construction Manager 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. Construction Manager shall restore to original condition all property not designated for alteration by the Contract Documents.

2.11.2 Construction Manager shall be responsible for providing security acceptable to the County, to protect the Jobsite and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.11.3 All damage or loss to any the County's property or the property of any third party, caused in whole or in part by the Construction Manager, any subcontractor, any sub-subcontractor or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Construction Manager at his sole cost and expense.

2.12 Project Meetings

2.12.1 Kick-off Meeting: Prior to the commencement of Phase 1, the Construction Manager shall attend a kick-off meeting with the County and Engineer to discuss Project status, expectations for collaboration and coordination, communication plan, 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.

2.12.2 Progress Review Meetings: During the Phase 1 and Phase 2, the Construction Manager shall attend regularly scheduled Progress Review Meetings convened by the County and Engineer with respect to the Project. Construction Manager shall have its subcontractors and suppliers attend all such meetings, upon onboarding, 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 the execution of plans, technical or financial concerns, progress status and scheduling of the Work, remedial actions, quality concerns, safety concerns, interfaces, and County and Construction Manager plans for resolving issues.

2.12.3 Pre-Construction: Prior to the commencement of Phase 2, the Construction Manager shall attend a pre-construction meeting with the County and Engineer 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 Construction Work. The Construction Manager shall conduct Pre-Construction meetings with subcontractors, vendors, and suppliers, addressing questions raised by them. Invitations will be extended to the County and the Engineer for each meeting. The quantity and scale of these meetings will be jointly determined by the Construction Manager in collaboration with the Engineer and the County. Following each meeting, the Construction Manager shall and is required to submit meeting minutes within 48 hours, outlining the discussions and any agreements reached.

2.13 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. Construction Manager shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Construction Manager from the responsibility for any loss or damage to items.

2.14 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. Construction Manager shall take whatever steps necessary to provide such access.

2.15 Utilities

Construction Manager shall, at actual cost with no markup, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to perform the Work as required by the Contract Documents. If the scope of Work requires, Construction Manager 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.

2.16 Existing Utility Lines

2.16.1 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, Construction Manager shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

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

2.17 Publicity and Advertising

2.17.1 Construction Manager 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.

2.17.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Construction Manager 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.

2.18 County Furnished Items

2.18.1 The County shall furnish to Construction Manager, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Construction Manager 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.

2.18.2 Construction Manager shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Permits and fees to be paid at actual cost with no markup. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like relating to acquiring property required for construction.

2.18.3 The County shall furnish Construction Manager electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Construction Manager.

2.19 Direct Purchase Program

2.19.1 The County is tax exempt and may elect to implement a Direct Purchase Program whereby the County may purchase materials or 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 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 Construction Manager commences construction of the Project.

2.19.1.1 Construction Manager acknowledges that the County's target savings to be achieved by Direct Purchases is twenty-five percent (25%) of the total cost of this Contract. Construction Manager agrees to make its best professional effort to achieve the County's target savings through Direct Purchases. Should the County determine that the Construction Manager failed to obtain any tax savings that could have been achieved through Direct Purchases, and the County's target savings is not met, provided the County has not impaired the Construction Manager's ability to meet the target savings, then the County shall be entitled to recover from the Construction Manager, the amount of such missed tax savings.

2.19.1.2 For each direct purchase, the Construction Manager shall: (a) obtain a proposal from the intended Supplier, which must be submitted with the County's Terms and Conditions included, and provide a separate line item for sales tax; and (b) submit the proposal, scope of purchase, and any requirements which must be contemplated in the purchase to the SJC Purchasing Department. The Construction Manager shall be responsible for verifying the acceptance of deliveries, which includes the review of submittals, titles, and invoices prior to their submission to the County.

2.19.1.3 For each direct purchase, the County shall: (a) issue its purchase order directly to the Supplier for the supply of certain materials or equipment; (b) provide the Supplier with a copy of the County's Florida Consumer's Certificate of Exemption; (c) upon review and acceptance by the Construction Manager, make payment directly to the Supplier based on the Supplier's invoice which must be issued directly to the County; (d) take title to the tangible personal property from the Supplier at the time of purchase or delivery by the Supplier; (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 Supplier and to Construction Manager to confirm that the tangible personal property purchased from that Supplier 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 Construction Manager 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 Construction Manager shall also provide the County with monthly reports pertaining to the "Direct Purchase Materials." Notwithstanding the fact that the Supplier's invoice must be issued directly to the County as provided above, the Construction Manager shall be responsible for obtaining a copy of all Direct Purchase Materials' invoices from the Supplier 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 the Supplier and described in each invoice.

2.19.4 The GMP amount shall be reduced by the net, undiscounted amount of the purchase order for each Direct Purchase, plus all sales taxes that would have applied. **ISSUANCE OF THE PURCHASE ORDERS BY THE COUNTY DOES NOT CHANGE ANY OF THE CONSTRUCTION MANAGER'S RESPONSIBILITIES REGARDING THE RECEIVING AND INSTALLATION OF THE MATERIALS PURCHASED.** The Construction Manager remains fully responsible for all other obligations it has under the terms of this Contract.

2.20 Post Construction Audit

2.20.1 Within six (6) calendar months of the County's certification of the Project being Substantially Complete, Construction Manager must have a complete Post Construction Audit performed by a third-party acceptable to the County. The audit must include a complete review of the Construction Manager's accounting of the Project. A full audit report must be submitted to the County by the approved third-party within five (5) business days of their completion of the audit. The audit costs must not exceed \$25,000.00.

2.20.2 If the confirmed audit findings determine the accounting is within 0.5% of the GMP, the County shall reimburse the cost of the audit to the Construction Manager.

2.20.3 If the confirmed audit findings determine Construction Manager overcharged the County, Construction Manager shall pay to the County the Overcharged Amount, defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 6% annum). If the Overcharged Amount is equal to or greater than 1.5% of the total amount of this Contract, Construction Manager shall pay the costs of the Audit, and shall pay to the County the Overcharged Amount.

2.20.3.1 County may recover the Overcharged Amount and the costs of the Audit, if applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between the Construction Manager and the County. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and costs of the Audit, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to the County within seven (7) business days of receipt of the County's notice of any such remaining amounts.

ARTICLE III. CONTRACT TIME

3.1 Contract Time

The Contract Time shall be established for each of the Phases of Work as provided herein. The Work under this Contract shall be separated into two Phases, with the Substantial Completion of both Phase 1 – Preconstruction Services and Phase 2 – Construction Services for all five (5) parks required by **September 30, 2026**, and the Final Completion of both Phase 1 and Phase 2 by **December 31, 2026** in accordance with the following provisions:

3.1.1 Phase 1 – Pre-Construction Services. Construction Manager shall commence with Phase 1 Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall complete all Phase 1 Work by **January 31, 2025** and may be extended pursuant to Article IX of this Contract. Work under Phase 1 for each park shall be deemed complete upon either: (a) execution of GMP Amendment(s) for the specific park specified in the GMP Amendment; or (b) County's election to take the Off-Ramp for one or more of the parks specified herein.

3.1.2 Phase 2 – Construction Services. Construction Manager shall commence the Phase 2 Work within ten (10) calendar days following receipt of the fully executed GMP Amendment(s). The timeframe for completion of all Work under Phase 2 shall be specified in the GMP Amendment(s). The GMP Amendment(s) shall establish separate Substantial Completion and Final Completion timeframes for each park which must fall within the overall completion time described within Section 3.1 above.

3.1.3 Construction Manager's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Phase 1 and 2 Work. By way of illustration and not exclusion, Construction Manager's schedule shall include but not be limited to: (1) contain sufficient activities to assure adequate planning for all phases, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraphs 3.1.1 and 3.1.2 above, Construction Manager shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Construction Manager to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.1.4 When Construction Manager considers the Construction (or portion thereof) is substantially complete, Construction Manager shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Construction Manager's notice and attached list of incomplete items. For Construction Work under Phase 2, the Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Construction Manager's list is not complete.

3.1.4.1 The following items must be completed prior to Construction Manager's request for a Substantial Completion inspection of Construction Work under Phase 2:

- a) All general construction completed;
- b) Preliminary as-built drawings submitted;
- c) All applicable permits required for use provided;

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

3.1.4.3 Once Substantial Completion is achieved and within the time allowed by F.S. 218.735, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Construction Manager within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Construction Manager to complete the Work pursuant to this Contract.

3.1.5 The following items must be completed prior to Construction Manager's request for a Final Completion inspection of Construction Work under Phase 2:

- a) Project Jobsite cleared of Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies;
- b) Project record Drawings and Specifications submitted in accordance with the Contract Documents;
- c) All operations and maintenance manuals, training literature, and software for all equipment provided;
- d) Manufacturers' certifications and warranties provided; and
- e) All required spare parts and special tools provided.

3.1.6 Project Cost Report. Construction Manager 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. Construction Manager agrees to make such changes to its system of keeping these records as the County may reasonably request in writing.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Construction Manager 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 Construction Manager shall constitute Construction Manager'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 Phase 1 and Phase 2 required is delayed beyond the time limit for achieving Substantial Completion and/or Final Completion as specified in Paragraphs 3.1.1 and 3.1.2 above. Construction Manager 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 Construction Manager fails to achieve Substantial Completion or Final Completion of the Work by its applicable date(s), then the County shall be entitled to withhold from any amounts otherwise due Construction Manager or to be paid as a debt due the sum of **\$1,500.00** per day for each and every calendar day of unexcused delay "Liquidated Damages". 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 Construction Manager 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 Construction Manager's obligation to complete the Work.

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

3.4 Disclaimer of Consequential Damages

The County shall not be liable to Construction Manager, 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 Construction Manager in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of Subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV. CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 The Contract Price for Phase 1 shall be computed separately and independently from the Contract Price for Phase 2.

4.1.2 Compensation for Phase 1 Pre-Construction Services Work shall be a Lump Sum amount of **four hundred five thousand two hundred fifty dollars and zero cents (\$405,250.00)**. Such Lump Sum amount shall constitute full payment for satisfactory performance of all Phase 1 Work including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Sub-contractors (includes Early Works), and any other expense or cost of whatever nature incurred by the Construction Manager as may be required and/or necessary to complete the Phase 1 Work and as agreed to in writing by both parties to this Contract and as proposed in **Exhibit "A"**. Construction Manager shall be entitled to monthly progress payments in proportion to the percentage of the completed Phase 1 Work. Payments made to Construction Manager pursuant to this Contract for Phase 1 Work shall be the sole and complete compensation to which Construction Manager is entitled.

4.1.3 Compensation for Phase 2 Construction Work shall be in accordance with the GMP Amendment(s) that shall consist of the sum of Direct Labor Cost and Cost of the Work, Construction Manager's Fee, Construction Contingency, and County Contingency. The Guaranteed Maximum Price as defined herein is the maximum price the County will pay Construction Manager as payment for all of Phase 2 Construction Services and is guaranteed by the Construction Manager to be the maximum price it will charge to fully and satisfactorily complete Phase 2 Construction Work.

4.1.4 Direct Labor Cost. The term "Direct Labor Cost" shall include the following:

- a) Wages and employee benefits as may be payable, paid for labor, and Project site supervisory and office employees, in the direct employ of the Construction Manager and used for performing the Contract work.

4.1.5 Cost of the Work. The term "Cost of the Work", which shall include the following:

- a) Travel and lodging expenses of The Construction Manager's officers or employees incurred in the discharge of duties connected with the Project in accordance with Section 112.061, Florida Statutes. The County shall not be liable for any such expenses that have not been approved in writing in advance by the County. All requests for payment of such expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. The Construction Manager acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the expenses for which reimbursement is sought. Reimbursable Subcontractor expenses must also comply with the requirements of this section. Relocation costs of Construction Manger's employees in connection with this Project shall not be reimbursable.
- b) The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The County, at its sole discretion, may make payment for materials, supplies or equipment stored offsite.
- c) Payments made by the Construction Manager to its Sub-Contractors for work performed for the Project under trade contracts.
- d) The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the

Construction Manager. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Trade Contractors as part of their trade work which shall be incorporated in the trade contracts cost.

- e) Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the Construction Manager or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project.
- f) Actual cost, without mark-up, of the premium for all insurance and bonds which the Construction Manager is required to provide pursuant to this Contract.
- g) Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the Construction Manager is liable.
- h) Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than Construction Manager's own negligence.
- i) Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the County.
- j) The cost of corrective work (within the GMP limit).
- k) Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items.
- l) Cost of debris and trash removal including daily cleanup.
- m) Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.
- n) Cost related to emergencies affecting the safety of persons and loss of property.
- o) Legal costs properly resulting from prosecution of the Work for the County, provided that they are not the result of Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes with the County shall not be included in the Cost of the Work.
- p) Cost of items related to the Project Safety Program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and likely items.
- q) Cost of watchmen or similar security services.
- r) Cost of survey, measurement and layout work required for the proper execution of the Work.
- s) Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by Construction Manager in connection with the Work.
- t) Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;
- u) Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work.
- v) Costs incurred during the warranty period after completion of the Project (within the GMP limit).

4.1.6 Construction Manager Fee: The County and the Construction Manager hereby agree that the Construction Manager fee shall not exceed **Four and Nine-Tenths Percent (4.9%)**, which shall be calculated based on the 'Direct Labor Cost' and 'Cost of the Work' as outlined in Paragraphs 4.1.4 and 4.1.5. The Construction Manager's fee shall include the following

- a. Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices, except employees listed in Paragraph 4.1.4 hereof.
- b. General administrative and operating expenses of the Construction Manager's principal and branch offices other than the Project site office.
- c. Overhead and any other costs incurred by the Construction Manager in the performance of the Contract.
- d. Any and all Cost not identified in Paragraphs 4.1.4 and 4.1.5 needed to complete the Work.

4.1.7 Non-Reimbursable Costs. The following shall be excluded from the GMP Proposal(s):

- a. Costs, if any, which would cause the GMP, as may be amended from time to time in accordance with this Contract, to be exceeded, unless agreed to in writing by both parties in accordance with this Contract.
- b. Any other labor related costs not defined under Paragraphs 4.1.4, 4.1.5, and 4.1.6 that is not approved by the County at the time of the GMP.

- c. Expenses for travel, including Construction Manager-supplied vehicles, for personal use, incurred by Construction Manager's employees while traveling for purposes other than the direct execution of the Work.
- d. Costs due to the fault or negligence of the Construction Manager, its sub-contractors, and/or anyone directly or indirectly employed by Construction Manager or its sub-contractors, or for whose acts Construction Manager or its sub-contractors may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and repairing damage to property not forming part of the Work.

4.1.8 Final GMP. At the completion of the Project, the Final GMP shall not include unused Contingency or the cost of items purchased through a Direct Purchase Program.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Phase 2 Construction Services (as part of the Final GMP Proposal(s) for Phase 2 Construction Services), the Construction Manager 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. Construction Manager'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. Construction Manager shall not imbalance the Schedule(s) of Values nor artificially inflate any element thereof. The violation of this provision by Construction Manager shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County, the Schedule(s) of Values shall be used as a basis for Construction Manager'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 Construction Manager Work. No progress payments shall be made to Construction Manager until acceptable Schedule(s) of Values are submitted as described in Paragraph 4.2.1 above.

4.3 Measurement and Payment

4.3.1 Construction Manager shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Construction Manager for the purpose of determining quantities shall be furnished to the Project Manager with each Application for Payment. Construction Manager shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments to Construction Manager (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 Construction Manager's submittal of the initial Application for Payment, Construction Manager must 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 Construction Manager until Construction Manager has complied with these requirements for each Phase of the Project.

4.4.2 On or before the tenth (10th) day of each calendar month, Construction Manager shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as provided herein, or 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 Construction Manager. 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 Construction Manager 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 The County may withhold from each progress payment made to Construction Manager an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Construction Manager, 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 Construction Manager.

4.4.4 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Construction Manager and the County's Project staff, Construction Manager may demand in writing a meeting with and review by the County's Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Construction Manager's written demand. The Purchasing Director 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.

4.4.5 Construction Manager 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 Construction Manager shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager and include progress as-builts for the Work. Construction Manager shall not combine Phase 1 Services and Phase 2 Services 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, Construction Manager shall include, at a minimum, the following on each Application for Payment:

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

4.5.2 Construction Manager'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 Construction Manager's Fee.

4.5.3 The County may require any other information from Construction Manager that the County deems necessary to verify Construction Manager's Application for Payment.

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

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

4.5.5 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 Construction Manager, and shall not include any overhead or profit to Construction Manager.

4.5.6 Each Application for Payment shall be signed by Construction Manager and shall constitute Construction Manager'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 Construction Manager knows of no reason why payment should not be made as requested. Construction Manager'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, Florida Statutes.

4.5.7 Construction Manager must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Construction Manager, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735, 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 Construction Manager's Subcontractors or suppliers without advance notice to or consent of Construction Manager. If joint checks are issued following claims by Construction Manager'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, Construction Manager. 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.

4.5.8 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 Construction Manager of any of the terms of this Contract.

4.5.9 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 Construction Manager 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 Construction Manager, if:

- a) Any Claims are made against Construction Manager 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 Construction Manager's Indemnification obligations under Section 12.2 below;
- c) Construction Manager fails to pay Subcontractors or others in full and on-time;
- d) Construction Manager fails to submit schedules, reports, or other information required under the Contract;
- e) Construction Manager fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Construction Manager 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) Construction Manager is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Construction Manager or property of the County connected with performance under this Contract are not promptly removed by Construction Manager within 30 days of 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 Construction Manager. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any Claim or lien against Construction Manager is discharged by the County after final payment is made, Construction Manager 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 (Phase 2 Construction Services)

When all Work is finally complete and is ready for a final inspection, Construction Manager shall provide written notice to the County and the Project Manager. The Project Manager, with Construction Manager's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Construction Manager will be notified in writing of deficiencies. After correcting all deficiencies Construction Manager 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 Work provided Construction Manager 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 Phase 1 Pre-Construction Services: Before being eligible for final payment of any amounts due, the Construction Manager shall deliver to the County all Work Product (as defined in Paragraph 5.4 below) prepared by and for the County under this Contract. The Construction Manager shall clearly state "Final Application for Payment" on the Construction Manager's final/last billing to the County for Phase 1. This shall constitute Construction Manager's certification that all Services have 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 Construction Manager.

4.8.2 Phase 2 Construction Services:

4.8.2.1 Upon Construction Manager's receipt of the Final Certificate for Payment, Construction Manager may submit a final Application for Payment provided the following has been completed or submitted with such final payment application:

- a) Deliver to the County all Work Product prepared by and for the County under this Contract (as defined in Paragraph 5.4 below);
- b) Complete all items applicable to the Work identified in the Final Inspection conducted pursuant to Paragraph 4.7;
- c) Complete all Work listed on the punch list prepared during the Final Inspection conducted pursuant to Paragraph 4.7;
- d) Close-Out Deliverables, in accordance with the Closeout Deliverables Matrix agreed upon by both Parties;
- e) Consent of Surety for final payment and/or retainage;
- f) Final Waiver and Release of Claim signed by Construction Manager;
- g) Submittal of final corrected as-built (record) Drawings in a 3D format that can be integrated into the County's Asset Management Software (Revit/BIM);
- h) Settlement of Liquidated Damages, as applicable; and
- i) Settlement of liens and Claims, if any.

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

4.8.2.3 In the event Construction Manager 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 Construction Manager. The County may set off against the final payment any amounts due to County from Construction Manager arising out of or under this or any other Contract between them.

ARTICLE V. CONSTRUCTION MANAGER RESPONSIBILITIES

5.1 Performance

5.1.1 Construction Manager 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 Construction Manager's ability to satisfy its contractual obligations hereunder.

5.1.2 Construction Manager 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 Construction Manager performs any portion of the Work where Construction Manager 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, Construction Manager shall bear responsibility for such performance and shall bear the cost of correction.

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

5.1.4 Construction Manager shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Construction Manager shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work.

Should any Claim be made by any such owner or occupant because of the performance of the Work, Construction Manager shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Construction Manager shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Construction Manager's or a Subcontractor's performance of the Work.

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

5.1.6 Review the Construction Schedule with the various Subcontractors and review, or expand, the level of detail to incorporate specific Subcontractor's input consistent with the overall completion requirements. Regularly monitor and update the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

5.1.7 Determine the adequacy of the Subcontractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the County and the Engineer, take necessary corrective actions when requirements of a subcontract are not being met.

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

5.2.2 At all times while performing the Work and Warranty Work, Construction Manager 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. Construction Manager 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. Construction Manager 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 Subcontractor of every tier and enforce the use of such training and safety construction equipment/tools.

The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work including, but not limited to the erection of barricades to minimize the risk of injury to persons or property and persons. The Construction Manager shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto, such as buildings, landscaping, sidewalks, trees, shrubs, lawns, walks, pavements,

roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction, Specifically and without limitation, Construction Manager shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or to protect them from damage, injury or loss. Construction Manager shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and businesses.

5.3.2 Compliance. Construction Manager 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, Construction Manager shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Construction Manager's Subcontractor 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 Construction Manager to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Construction Manager 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 Construction Managers and Subcontractor safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Construction Manager's Superintendent.

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

5.3.6 Drug Free Workplace. By signing this Contract, Construction Manager 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). Construction Manager'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). Construction Manager 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. Construction Manager 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 Construction Manager.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations

5.3.8.1 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.

5.3.8.2 Accordingly, Construction Manager 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 Construction Manager 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

5.3.8.3 In the event that hazardous material is improperly handled or stored by Construction Manager, its Subcontractors, any sub-Subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Construction Manager shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Construction Manager's sole cost and expense. Further, Construction Manager 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 Construction Manager 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, Construction Manager shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Construction Manager's Work Product.

5.4.2 The Construction Manager may not reuse Work Product developed by Construction Manager 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 Construction Manager agrees to such reuse in accordance with this provision. Any plans which the Construction Manager 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.

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.

5.5 Taxes

5.5.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager 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. Construction Manager may not use County's tax-exempt status unless specifically authorized in writing in advance.

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

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 Construction Manager 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 Construction Manager. 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 Construction Manager.

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Construction Manager'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 Construction Manager believes that acts or omissions of the County constitute a change to the Work, Construction Manager shall submit a written notice in accordance with the requirements of Section 9.1.2.

6.1.8 The Project Manager shall, upon written request from Construction Manager, 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 Construction Manager. Construction Manager shall carry out such Field Orders in a timeframe agreed upon by the Project Manager and Construction Manager.

ARTICLE VII. SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Construction Manager shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Construction Manager. Construction Manager shall furnish the Project Manager, in writing, the names of persons or entities proposed by Construction Manager to act as a Subcontractor on the Project. The Project Manager shall, within three (3) business days reply to Construction Manager, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Construction Manager shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Construction Manager shall give personal attention to fulfillment of the Contract and shall keep the Work under Construction Manager's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Construction Manager shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes

among Subcontractor or between Construction Manager and Subcontractor(s) concerning responsibility for performing any part of the Work.

7.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: Subcontractor's overhead and profit on changes in the Work shall be limited to 15% of the Subcontractor's Cost of the Work for the change.

7.1.4 Procurement of Subcontracts will be done in accordance to section 2.2.5 of this Contract.

ARTICLE VIII. CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

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

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

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

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 Construction Manager shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Construction Manager shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Construction Manager 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 Construction Manager and any legal counsel; and
- b) The Construction Manager's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Construction Manager deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Construction Manager deems applicable to the Claim.

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

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

8.1.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the Construction Manager to the County Administrator. Construction Manager 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 Purchasing Director' decision. Failure by the Construction Manager 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 Construction Manager 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. Construction Manager 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 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Construction Manager believes that acts or omissions of the County constitute a change to the Work, Construction Manager shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Construction Manager's written notice must be furnished within five (5) business days of the commencement of the event giving rise to the claim or Construction Manager'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 Construction Manager's knowledge of the claim, Construction Manager 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, Construction Manager shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Construction Manager 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 Construction Manager if a claim for an extension is submitted in accordance with Section 9.1.2 above.

9.2.2 If Construction Manager 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 Construction Manager's reasonable control and not attributable to Construction Manager or Construction Manager's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Construction Manager's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Construction Manager be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 9.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Construction Manager'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 Construction Manager shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Construction Manager to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.2.5 Force Majeure.

9.2.5.1 The Construction Manager shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by Force Majeure or other similar causes beyond the Construction Manager's control so long as the Construction Manager's delay is not caused by the Construction Manager's own fault or negligence. Notwithstanding the foregoing, the Construction Manager cannot claim Force Majeure for any emergency, exigency, or "act of God" that is in any manner related to the scope of Work or services, or any other performance by the Construction Manager, that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable at the time this Contract was executed.

9.2.5.2 In order to claim delay pursuant to this "Force Majeure" provision, the Construction Manager shall notify the County in writing within ten (10) business days after the beginning of any such cause that would delay its performance under this Contract.

9.2.5.3 If the Construction Manager's performance is delayed pursuant to this "Force Majeure" provision for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Construction Manager for any work performed and validated (if required for payment hereunder) prior to the date of the County's termination of the Contract.

9.2.5.4 If the Construction Manager's performance is delayed pursuant to this section, the County may, upon written request of the Construction Manager, agree to equitably adjust the provisions of this Contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

9.3 Changes in the Contract Price

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

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

9.3.3 If no mutual agreement occurs between the County and Construction Manager, then the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Construction Manager 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 Construction Manager that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Construction Manager's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Construction Manager 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 Construction Manager representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Construction Manager for claims of third parties, including Subcontractors, unless and until liability of Construction Manager has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Construction Manager'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

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

9.6 Differing Site Conditions

9.6.1 If during the course of the Work, Construction Manager 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 Construction Manager, without disturbing the conditions and before performing any Work affected by such conditions, shall, within seventy-two (72) 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 Construction Manager's written notice, investigate the site conditions identified by Construction Manager. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Construction Manager's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Construction Manager cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Construction Manager for an equitable adjustment to this Contract under this provision shall be allowed unless Construction Manager 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.**

9.6.2 The failure by Construction Manager to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Construction Manager 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, Construction Manager 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 Construction Manager in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Construction Manager 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, Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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, Construction Manager 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 Construction Manager 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 Construction Manager's ability to meet the authorized Contract Time, Construction Manager will be granted an extension of time as reasonably agreed by both parties. Construction Manager 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 Construction Manager is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Construction Manager 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 9.3 above.

11.2 Termination

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

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

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

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

11.2.5 Upon receipt of such termination notice Construction Manager shall immediately stop all Work and shall immediately cause any and all of its Subcontractor and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Construction Manager 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 Construction Manager to assign Construction Manager's right, title and interest under terminated orders or subcontracts to its designee.

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

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

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

11.2.9 If, after termination by the County for Construction Manager's default, it is determined by a Court of competent jurisdiction that Construction Manager 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 11.2.4 above.

ARTICLE XII. WARRANTY, INDEMNITY, AND STANDARD OF CARE,

12.1 Warranty

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

12.1.2 Construction Manager warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Substantial Completion. Construction Manager 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. Construction Manager shall act sooner as requested by the County in response to an emergency. In addition, Construction Manager shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other Construction Managers) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Construction Manager's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Construction Manager 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 Construction Manager.

12.1.4 All warranties and guarantees of Subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Construction Manager 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 Construction Manager agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Construction Manager 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 Construction Manager's sole expense. Construction Manager shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

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

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

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

12.2 Extended Equipment Warranty

During Phase I, Construction Manager 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 Construction Manager-furnished equipment. At the time of providing the option, Construction Manager 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"). Construction Manager 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 Proposal(s). Extended warranties for Direct Purchases shall be included in the purchase orders described in Paragraph 2.18.1 above.

12.3 Indemnity

12.3.1 Construction Manager 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 Construction Manager and persons employed or utilized by Construction Manager in the performance of this Contract.

12.3.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Construction Manager 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 Construction Manager and persons employed or utilized by Construction Manager in the performance of this Contract.

12.3.3 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 Construction Manager" shall be construed to include, but not be limited to, Construction Manager, its staff, employees, Subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Construction Manager.

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

12.3.5 Construction Manager'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.

12.3.6 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.

12.3.7 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.

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

12.3.9 The indemnification provisions of this Section 12.2 shall survive expiration or earlier termination of this Contract.

12.4 Indemnification and Subcontracts

Any and all Subcontracts of any tier entered into by the Construction Manager for Pre-Construction or Construction services shall require Subcontractors to release the County and hold it harmless to the same extent required in Section 12.2 "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 Construction Manager'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.

12.5 Standard of Care

Construction Manager represents that all performed or furnished Pre-Construction and Construction 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. Construction Manager further represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Construction Manager 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.

ARTICLE XIII. INSURANCE AND BONDS

13.1 Construction Manager'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. Construction Manager shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Construction Manager has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Construction Manager has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

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

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

13.2 Additional Insured Endorsements and Certificate Holder

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

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

13.3 Workers Compensation

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

13.4 Commercial General Liability

Construction Manager 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 Construction Manager 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

Construction Manager shall procure and maintain during the life of this Contract, Commercial 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 Umbrella or Excess Liability

The Construction Manager shall maintain during the life of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$3,000,000

13.7 Additional Coverages

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

13.7.1 Professional Liability.

13.7.1.1 Construction Manager 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. Construction Manager 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. Construction Manager’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.

13.7.1.2 In the event that Construction Manager employs professional architects, engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Construction Manager 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.

13.7.2 Builders Risk.

13.7.2.1 Construction Manager 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.

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

13.7.2.3 The Builder's Risk insurance shall:

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

13.7.4 The Builder's Risk Insurance may have a deductible clause. Construction Manager shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 13.7.2.3 above shall not exceed \$250,000.

13.8 Other Requirements

13.8.1 The required insurance limits identified in Sections 13.4, 13.5, 13.6, and 13.7 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Construction Manager shall require each lower-tier Subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Construction Manager of its responsibility herein. Upon written request, Construction Manager shall provide County with copies of lower-tier Subcontractor certificates of insurance.

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

13.8.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards and the Construction Manager shall be compensated at actual cost without a markup for additional cost resulting from such request.

13.9 Payment and Performance Bonds

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

13.10 Warranty Bond

As a condition to the release of the Payment and Performance Bond(s) provided by Construction Manager, Construction Manager must furnish a Warranty Bond in the amount of ten percent (10%) of the Contract Price, guaranteeing the faithful performance of its obligations under the Contract Documents after Final Completion, including payment of claims by Sub-Contractors. Such Warranty Bond shall be subject to the approval of the County and shall remain in effect until the expiration of Construction Manager's warranty obligations hereunder, not to exceed one (1) year from the scheduled date of Final Completion, or until County elects to, in writing, release such Warranty Bond, whichever occurs first.

ARTICLE XIV. MISCELLANEOUS

14.1 Independent Contractor

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

14.2 Examination of Construction Manager's Records

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

14.3 Backcharges

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

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

14.4 Applicable Law

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

14.5 Governing Law & Venue

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

14.6 Assignment

Construction Manager shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Construction Manager under the Contract, without the prior written consent of the County. In the event of any assignment, Construction Manager remains secondarily liable for the actual work carried out under the original contract prior to the assignment's execution, unless the County expressly waives such secondary liability. The County may assign the Contract with prior

written notice to Construction Manager of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Construction Manager.

14.7 Severability

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

14.8 Section Headings

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

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Construction Manager 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 Construction Manager, 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 Construction Manager.

14.10 Waiver; Course of Dealing

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Execution in Counterparts

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

14.13 Entire Contract

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

14.14 Survival

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

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Construction Manager 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 July 1, 2023.

- a. Construction Manager shall require each of its Subcontractor to provide Construction Manager with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Construction Manager shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Construction Manager, or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a Subcontractor knowingly violated these provisions regarding employment eligibility, but Construction Manager otherwise complied, shall promptly notify Construction Manager and Construction Manager shall immediately terminate the contract with the Subcontractor.
- d. Construction Manager acknowledges that, in the event that the County terminates this Contract for Construction Manager's breach of these provisions regarding employment eligibility, then Construction Manager may not be awarded a public contract for at least one (1) year after such termination. Construction Manager further acknowledges that Construction Manager 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.

14.16 Equal Employment Opportunity

During the performance of this Contract, Construction Manager agrees as follows:

14.16.1 Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Construction Manager 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. Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

14.16.3 Construction Manager 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 Construction Manager's legal duty to furnish information.

14.6.4 Construction Manager 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 Construction Manager'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.

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

14.6.5 Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its

books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.6 In the event of Construction Manager'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 Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.7 Construction Manager will include the provisions of paragraphs 14.16.1 through 14.16.2 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. Construction Manager 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 Construction Manager becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Construction Manager shall comply and shall require all of its Subcontractor 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 Construction Manager 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 Construction Manager or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Construction Manager, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Construction Manager 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, Construction Manager shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF CONSTRUCTION MANAGER 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@SJCFI.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084.

14.18 Anti-Bribery

Construction Manager and its Sub-contractors 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. Construction Manager 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. Construction Manager shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

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

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Construction Manager 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 Construction Manager 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 Construction Manager is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Compliance with Florida Statute 287.138

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Construction Manager access to personal identifiable information if: 1) the Construction Manager is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Construction Manager is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Construction Manager may access, receive, transmit, or maintain personal identifiable information under this Agreement, Construction Manager must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Construction Manager shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.21 Delivery of Documents

Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 14.22 below, the Construction Manager 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.

14.22 Contingency Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager 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 Construction Manager, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Failure by Construction Manager to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

14.23 Conflict of Interest

The Construction Manager 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 Construction Manager further represents that no person having any interest shall be employed for said performance.

The Construction Manager 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 Construction Manager’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 Construction Manager 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 Construction Manager.

The County agrees to notify the Construction Manager of its opinion by certified mail within 30 days of receipt of notification by the Construction Manager. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Construction Manager, the County shall so state in the notification and the Construction Manager 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 Construction Manager under the terms of this Contract.

14.24 Written Notice

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

- i. Hand delivered to Construction Manager’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, Purchasing Director
 Email Address: jlocklear@sjcfl.us

Wharton-Smith, Inc.
 750 Monroe Road,
 Sanford, FL 32771
 Attn: Stephanie Farmer
 Email Address: sfarmer@whartonsmith.com

With a copy to:

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

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Construction Manager 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. Construction Manager's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Construction Manager.

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime Locklear
(Printed Name)

Purchasing Director
(Title)

(Date of Execution)

Construction Manager:

Wharton-Smith, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

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

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	
Project Title:	

The undersigned Construction Manager hereby swears under penalty of perjury that:

1. Construction Manager has paid all Subcontractor 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 Subcontractor 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

Construction Manager's Authorized Representative executing this Certification of Payments to Subcontractor 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__ Construction Manager _____

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:

CONSTRUCTION MANAGER'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Construction Manager Name:
Project:	Construction Manager Address:
Project Address:	Construction Manager 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"):

Signed this ___ day of _____, 20__

_____ Construction Manager/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.



April 22, 2024
Mr. Bryan Matus
Senior Procurement Coordinator
Purchasing Department
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

RE: St. Johns County Multiple Parks Project

Dear Mr. Matus,

Attached you will find the Preconstruction Services proposal as discussed in March 08, 2024 1530 Preconstruction Proposal meeting for the following projects:

- St. Johns County Multiple Parks Project – SJC Central Sportsplex Park
- St. Johns County Multiple Parks Project – SJC Central Community Park
- St. Johns County Multiple Parks Project – Northeast Community Park
- St. Johns County Multiple Parks Project – Northwest Community Park
- St. Johns County Multiple Parks Project – Davis Park Renovations

The total Preconstruction Services Fee shall be in the amount of \$405,250.00. The following enclosures are provided for these Projects:

1. Attachment 1 - Preconstruction Scope of Services Narrative – Revised to include requested ODP Material Suggestions 04/22/24
2. Attachment 2 - Preconstruction Services Budget Summary

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Stephanie Farmer
WHARTON-SMITH, INC.

Wharton-Smith, Inc.

Sign: _____ Name/Position: _____ Date: _____

St. Johns County

Sign: _____ Name/Position: _____ Date: _____



Wharton-Smith, Inc.
CONSTRUCTION GROUP

ATTACHMENT 1

Preconstruction Scope of Services Narratives



St Johns County - Multiple Parks Project Preconstruction Services Scope

The following narrative is to provide insight into the revised cost breakdown of preconstruction phase services based on the 1530 Preconstruction Phase Proposal meeting at Public Works, 03/08/2024.

This overall contract/program will be broken down into separate projects, constructed on individual sites, all located within St. Johns County. Costs included for each project depend on the complexity of the preconstruction and design phase, as well as their current, individual design status. Wharton-Smith, Inc (WSI) understands that St. Johns County (Owner) would like our preconstruction staff to be intricately involved and vested during the design phases of each project, providing value and input throughout the entire process, beyond just reviewing milestone design iterations.

The following breakdown lists the assumptions and expectations assumed when producing the preconstruction proposal.

St. Johns County Multiple Parks – Overall Contract

Reporting

- Project Management Information System (PMIS) – WSI preconstruction staff will establish a PMIS, acceptable to the Owner, to be utilized for document control, collection, and distribution of information during the construction phase of each individual project. WSI current PMIS application is RedTeam.
- Narrative Reporting – WSI preconstruction staff will establish a baseline and expectation for monthly executive summary, cost narrative, status reports and project schedule narratives provided during the construction phase of each individual project.
- Procurement of Subcontractor Interest and Supplies – WSI preconstruction staff will provide subcontractor outreach and development of interest by hosting local subcontractor appreciation events for both the overall community, as well as individually through our specialty and MWBE partners throughout the Central and NE Florida communities. WSI will engage our company wide partners and vendor relationships to ensure close monitoring of both market availability and potential volatility. This is inclusive of market specific and specialty vendors already engaged and/or existing relationships matured throughout several recently bid projects of similar design and scope.

St. Johns County Individual Park Project

- The following tasks, other than initial kickoff meeting, are assumed to be conducted individually on a project-by-project basis.

Task 1 Meetings

- 1.1 Project Kickoff Meeting – WSI preconstruction staff will prepare and attend a kickoff meeting, up to 8 hours. The kickoff meeting is assumed to be for overall contract design not individually based.



- 1.2 Attend Design Milestone Meetings – WSI preconstruction staff will attend focused, design related meetings with the Design Team and the Owner. These meetings include design review progress, redline page turning sessions, value engineering options and constructability reviews, and other specific design related meetings.
- 1.3 Attend Interim Design Progress Meetings – WSI preconstruction staff will attend additional periodic design coordination meetings with the Design Team and the Owner. This may be handled in a conference call, or may be in person, depending on the status of the projects.
- 1.4 Value Engineering Review Meeting – WSI will present value engineering ideas through the lifecycle of the project and most of those ideas will be discussed in the design review workshops outlined in task 1.3. However, sometime after the initial design submittal, a meeting with the Design Team and Owner should be held to focus on major VE initiatives that can be evaluated and incorporated into the Engineer's design submittal.
- 1.5 Site Visits & Investigation – WSI will perform one site visit to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. These visits will also be used to obtain information for overall site utilization plan which includes both temporary and permanent facilities (trailers, water service, sewer service, temp. power).
- 1.6 Permitting Coordination – WSI will work with the Owner and Engineer to obtain the required construction permits.

Task 2 Preliminary Cost Estimates

- 2.1 60% Cost Estimate – WSI preconstruction staff will perform detailed takeoffs based on the 60% documents for construction trades. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any available subcontractor cost estimates.
- 2.2 90% Cost Estimate – These costs are for the same items outlined in Task 2.1 but now accurate costing of each trade as the Construction Documents are essentially complete at the 90% submittal level, minus minor corrections and/or adjustments.

Task 3 Design Review and Value Engineering

- 3.1 60% Design Review – WSI will utilize Drone Deploy to analyze site elevations/conditions, as well as perform detailed design and constructability, review to identify conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines, materials and specialty systems. Value engineering options will also be provided for the 60% design documents which should include specifications and more detailed construction drawings.
- 3.2 90% Design Review – This task is similar to Tasks 3.1 but now include detailed, robust review of the various disciplines, final specialty designs, civil, electrical and structural drawings.

Task 4 CPM Master Schedule

- 4.1 Schedule Development and Phasing – WSI will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software at the 60 percent design level. The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by area and/or structure. A detailed schedule



sequence will be provided for each field/area and structure (where applicable). All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable.

- 4.2 Update Schedule at 90 Percent Design – The baseline CPM schedule developed in Task 4.1 is continually updated as more information is made available through design progression and construction sequence determination.
- 4.3 Update Schedule at GMP (Determines GCs) – The schedule developed in Task 4.2 is modified based on the final design. Final construction sequencing is determined. This schedule will serve as the basis for General Conditions (GCs) costs in the GMP, as well as the contract time required for the duration of construction.

Task 5 Bidding, Procurement, and GMP

- 5.1 Owner Direct Purchase Plan – In conjunction with the Design Team and Owner, WSI will identify and assist the Owner in direct purchase of major equipment and materials for savings on sales tax.
- 5.2 Long Lead Equipment Bid Package – WSI will identify, and break-out long lead equipment bid packages, potentially unstable or time sensitive material procurement and/or early start portions of scope, if applicable. This includes the possible identification of existing, suitable fill material to potentially be secured, as early as practical, to minimize the overall construction schedule and cost impact to the projects.
- 5.3 GMP Bid Packages (4 Separate Bid Pkgs) – WSI will identify and assemble appropriate bid packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. Bid packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. WSI staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work, if applicable. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates. This estimate will be submitted as the GMP Proposal for the work.
- 5.4 Pre-Bid Site Visits – WSI will host, coordinate, and manage a pre-bid site visits for all potential bidders for the subcontract and purchase order (if applicable) bid packages. WSI will take notes and answer questions. Clarifications/addenda will be coordinated with the Design Team and issued to bidding parties as needed.
- 5.5 Receive Bids (4 Separate Bid Days) – WSI will receive bids throughout the course of an entire day. The bid times can, if applicable, be staggered to ensure our ability to answer questions and/or provide direction up to the last minute.
- 5.6 Review Bids and Recommend Award – Each of the subcontractor bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated, if presented through the bid process and applicable. WSI will provide a bid tabulation worksheet and make a recommendation for package award, based on the best interest of the Owner. Final decision is made by the Owner.
- 5.7 Final GMP Assembly – The documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes schedules, bid documents, subcontractor and supplier bids, WSI self-perform cost estimates (if applicable), other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.



Task 6 Miscellaneous

- 6.1 Site Specific Safety Plan – Not included as part of the scope of services for this project.
- 6.2 Site Specific Quality Plan – Not included as part of the scope of services for this project.
- 6.3 Environmental Plan (SWPPP) – Not included as part of the scope of services for this project.
- 6.4 Site Utilization Plan – WSI shall develop a Site Access and Logistics Plan that will be implemented to coordinate and manage the site constraints and challenges, including but not limited to, traffic and pedestrian control, access to Site, material and supplies delivery, laydown areas, safety and security considerations, etc. WSI shall work with the Owner to develop this Plan and the Owner shall have right to review and comment on this Plan as it is being developed and finalized.



ATTACHMENT 2
Preconstruction Scope of Services
Summary

OWNER: St. Johns County
 PROJECT: Multiple Parks Project
 BUDGET: \$101,126,535 (based on 1530 RFQ)
 CURRENT DESIGN STATUS: Schematic 30% Design

Item	TASK	QTY	UNIT/ PROJECT	Executive Management		Area Superintendent		Senior Precon Manager		Director of Estimating		Project Director/ Overall Projects Manager		Estimators		Administrative Assistant		Quality Manager		WHARTON-SMITH PERSONNEL					
				HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR%	LABOR COSTS	MISC. COSTS (PRO-RATED)	SUBTOTAL
TASK 1	MEETINGS & SITE INVESTIGATION																								
1.1	PROJECT KICKOFF MEETING	1		8.0	984	-	-	8.0	984	-	-	8.0	984	-	-	-	-	-	-	-	24.0	2,951	11	2,962	2,962
1.2	ATTEND REVIEW DESIGN MILESTONE MEETINGS	4	EA	16.0	1,968	-	-	16.0	1,968	-	-	16.0	1,968	-	-	-	-	-	-	-	48.0	5,903	22	5,925	5,925
1.3	ATTEND INTERIM DESIGN PROGRESS MEETINGS	9	EA	27.0	3,320	-	-	27.0	3,320	-	-	27.0	3,320	-	-	-	-	-	-	-	81.0	9,961	38	9,998	9,998
1.4	VALUE ENGINEERING REVIEW MEETINGS	2	EA	16.0	1,968	-	-	16.0	1,968	-	-	16.0	1,968	-	-	-	-	-	-	-	48.0	5,903	22	5,925	5,925
1.5	SITE VISITS & INVESTIGATION	1	EA	-	-	12.0	1,476	12.0	1,476	-	-	12.0	1,476	-	-	-	-	-	-	-	36.0	4,427	16	4,443	4,443
1.6	PERMITTING COORDINATION	3	EA	-	-	-	-	12.0	1,476	-	-	12.0	1,476	-	-	-	-	-	-	-	24.0	2,951	11	2,962	2,962
	SUBTOTALS			67.0	8,240	12.0	1,476	91.0	11,191	0.0	-	91.0	11,191	0.0	-	0.0	-	0.0	-	0.0	261.0	32,097	117	32,215	32,215
TASK 2	PRELIMINARY COST ESTIMATES																								
2.1	80% COST ESTIMATE	1	EA	4.0	492	-	-	16.0	1,652	40.0	5,043	8.0	826	240.0	22,388	4.0	255	-	-	-	312.0	30,857	140	30,797	30,797
2.2	90% COST ESTIMATE	1	EA	4.0	492	-	-	8.0	826	24.0	3,026	8.0	826	120.0	11,194	4.0	255	-	-	-	168.0	16,619	76	16,695	16,695
	SUBTOTALS			8.0	984	0.0	-	24.0	2,478	64.0	8,069	16.0	1,652	360.0	33,582	8.0	510	0.0	-	0.0	480.0	47,275	216	47,491	47,491
TASK 3	DESIGN REVIEW AND VALUE ENGINEERING																								
3.1	80% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	8.0	1,046	72.0	9,413	48.0	6,275	8.0	1,046	96.0	12,550	-	-	8.0	1,046	40.0	5,229	280.0	36,605	126	36,731	36,731	
3.2	90% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	8.0	1,046	48.0	6,275	24.0	3,138	8.0	1,046	48.0	6,275	-	-	8.0	1,046	40.0	5,229	164.0	24,055	83	24,138	24,138	
	SUBTOTALS			16.0	2,092	120.0	15,688	72.0	9,413	16.0	2,092	144.0	18,825	0.0	-	16.0	2,092	80.0	10,459	464.0	60,660	209	60,869	60,869	
TASK 4	CPM MASTER SCHEDULE																								
4.1	SCHEDULE DEVELOPMENT AND PHASING @ 60% DESIGN	1	EA	-	-	32.0	4,183	8.0	1,046	-	-	32.0	4,183	-	-	8.0	1,046	-	-	-	80.0	10,459	36	10,495	10,495
4.2	UPDATE SCHEDULE AT 90% DESIGN	1	EA	-	-	8.0	1,046	8.0	1,046	-	-	8.0	1,046	-	-	8.0	1,046	-	-	-	32.0	4,183	14	4,198	4,198
4.3	UPDATE SCHEDULE AT GMP (DETERMINES GC'S)	1	EA	-	-	8.0	1,046	8.0	1,046	-	-	8.0	1,046	-	-	8.0	1,046	-	-	-	32.0	4,183	14	4,198	4,198
	SUBTOTALS			0.0	-	48.0	6,275	24.0	3,138	0.0	-	48.0	6,275	0.0	-	24.0	3,138	0.0	-	0.0	144.0	18,826	65	18,890	18,890
TASK 5	BIDDING, PROCUREMENT, AND GMP																								
5.1	OWNER DIRECT PURCHASE PLAN	1	LS	4.0	523	-	-	8.0	1,046	-	-	32.0	4,183	-	-	8.0	1,046	-	-	-	52.0	6,798	23	6,822	6,822
5.2	LONG LEAD EQUIPMENT/EARLY BID PACKAGES	1	LS	4.0	523	-	-	8.0	1,046	8.0	1,046	64.0	8,367	60.0	7,844	8.0	1,046	-	-	-	152.0	19,871	68	19,940	19,940
5.3	GMP BID PACKAGES (4 BID PKGS)	1	LS	16.0	2,092	-	-	85.0	8,498	32.0	4,183	140.0	18,303	1080.0	141,192	24.0	3,138	-	-	-	1357.0	177,405	611	178,015	178,015
5.4	PRE-BID SITE VISITS	1	LS	0.0	-	16.0	2,092	16.0	2,092	-	-	16.0	2,092	-	-	-	-	-	-	-	48.0	6,275	22	6,297	6,297
5.5	RECEIVE BIDS (4 BID DAYS)	1	EA	8.0	1,046	-	-	16.0	2,092	2.0	261	32.0	4,183	32.0	4,183	8.0	1,046	-	-	-	96.0	12,812	44	12,856	12,856
5.6	REVIEW BIDS AND RECOMMEND AWARD	1	LS	8.0	1,046	-	-	32.0	4,183	2.0	261	32.0	4,183	-	-	-	-	-	-	-	74.0	9,674	33	9,708	9,708
5.7	ASSEMBLE AND APPROVE FINAL GMP	1	EA	4.0	523	-	-	16.0	2,092	-	-	32.0	4,183	-	-	8.0	1,046	-	-	-	60.0	7,844	27	7,871	7,871
	SUBTOTALS			44.0	5,752	16.0	2,092	161.0	21,048	44.0	5,752	348.0	45,495	1172.0	153,219	56.0	7,321	0.0	-	0.0	1841.0	240,679	828	241,508	241,508
TASK 6	MISCELLANEOUS																								
6.1	SITE SPECIFIC SAFETY PLAN	0	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0	-	-	-	
6.2	SITE SPECIFIC QUALITY PLAN	0	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0	-	-	-	
6.3	ENVIRONMENTAL PLAN (SWPPP)	0	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0	-	-	-	
6.4	SITE UTILIZATION PLAN	1	EA	4.0	492	16.0	1,860	-	-	-	-	16.0	1,852	-	-	4.0	255	-	-	-	40.0	4,258	18	4,276	4,276
	SUBTOTALS			4.0	492	16.0	1,860	0.0	-	0.0	-	16.0	1,852	0.0	-	4.0	255	0.0	-	0.0	40.0	4,258	18	4,276	4,276
TOTAL PRECONSTRUCTION SERVICES				139.0		212.0		372.0		124.0		663.0		1532.0		108.0		80.0		3230.0	403,796	1,454	405,250	405,250	

MISC. MATERIAL/EQUIPMENT COSTS	COST
BID PACKAGE PLANS/SPECIFICATIONS REPRODUCTION	200.00
OFFICE SUPPLIES	500.00
TRAVEL EXPENSES	750.00
COMPUTER EQUIPMENT	
COST PER HOUR	0.46

Wharton-Smith, Inc.

Position	COMP.	BURDEN	PERSONAL EQUIPMENT						Total Rate
	Weekly Payroll Rate	Burden Rate	Company Vehicle / Allowance	Vehicle Maintenance	Company Vehicle Insurance	Fuel	Computer	Cell Phone	
		44.90%	flat	flat	flat	flat	flat	flat	
Project Director / Overall Projects Manager	\$78.00	\$35.02	\$4.56	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$122.98
Executive Management	\$83.00	\$37.27	\$4.60	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$130.73
Senior Precon Manager	\$64.00	\$28.74	\$4.59	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$103.26
Senior Project Manager	\$64.00	\$28.74	\$4.49	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$103.26
Project Manager	\$54.00	\$24.25	\$4.49	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$88.75
Area Superintendent	\$73.00	\$32.78	\$4.93	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$116.22
Director of Estimating	\$80.00	\$35.92	\$4.51	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$126.08
Estimators	\$59.50	\$26.72	\$2.88			\$2.88	\$0.58	\$0.75	\$93.28
Administrative Assistant	\$43.00	\$19.31					\$0.58	\$0.75	\$63.69
Quality Manager	\$73.00	\$32.78	\$4.56	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$116.22
Safety Manager	\$57.75	\$25.93	\$4.56	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$94.07
Project Accountant	\$48.00	\$21.55					\$0.58	\$0.75	\$70.45



NOTICE OF INTENT TO AWARD

February 14, 2024

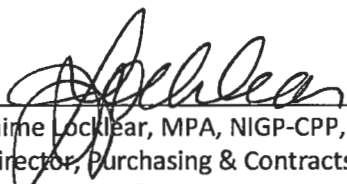
RFQ No: 1530; Construction Manager at Risk (CMAR) for Multiple Parks

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Wharton-Smith, Inc., as the highest ranked firm, based on the total of all scores, including the initial evaluation of qualifications, the evaluation of the shortlisted firms' Technical Proposal, and additional presentations/interviews under RFQ 1530.

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

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

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



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

Date: 2/15/24

Purchasing Department
500 San Sebastian View, St. Augustine, FL 32084
904.209.0150 | sjcfl.us



**ADDITIONAL INTERVIEW / PRESENTATION EVALUATION SUMMARY SHEET
ST. JOHNS COUNTY, FLORIDA**

Date: February 9, 2024
RFQ No: 1530; Construction Manager at Risk (CMAR) for Multiple Parks

FIRM	Qualifications + Technical Proposals Total	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL	RANK	COMMENTS
		Jamie Baccari	Jason Mckay	Tim Connor	Todd Roberts	Rob Stagliano			
Wharton-Smith, Inc.	706.0	20.0	13.0	10.0	10.0	19.0	778.0	1	The Evaluation Committee recommends entering into negotiations with the top-ranked firm.
Ajax Building Company, LLC	680.0	10.0	18.0	20.0	20.0	17.0	765.0	2	

DEPARTMENT APPROVED: Duane Kent *[Signature]* 2/9/24
 PURCHASING APPROVED: Jaime Locklear *[Signature]* 2/15/24
 Posted to Demandstar: *[Signature]* 2/15/24 @ 4:30PM.

NOTE:
 THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.
 ANY ACTUAL RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A NOTICE OF INTENT TO AWARD, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE COUNTY'S PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST WITH THE ASSISTANT DIRECTOR OF PURCHASING & CONTRACTS. THE PROTEST MUST BE SUBMITTED IN WRITING, ACCOMPANIED BY A SECURITY IN THE FORM OF A PROTEST BOND, BY 4:00PM ON THE FIFTH BUSINESS DAY FOLLOWING THE DATE OF THE POSTING OF THE NOTICE OF INTENT TO AWARD.



**SHORTLIST TECHNICAL PROPOSAL & PRESENTATION EVALUATION SUMMARY SHEET
ST. JOHNS COUNTY, FLORIDA**

Date: January 19, 2024

RFQ No: 1530; Construction Manager at Risk (CMAR) for Multiple Parks

FIRM	Qualifications Total	EVALUATOR Jamie Baccari	EVALUATOR Jason Mckay	EVALUATOR Tim Connor	EVALUATOR Todd Roberts	EVALUATOR Rob Stagliano	TOTAL	RANK	COMMENTS
Wharton-Smith, Inc.	468.0	50.0	50.0	50.0	40.0	48.0	706.0	1	Shortlisted
Ajax Building Company, LLC	445.0	50.0	50.0	48.0	41.0	46.0	680.0	2	Shortlisted
Charles Perry Partners, Inc.	478.0	30.0	40.0	31.0	39.0	44.0	662.0	3	
The Haskell Company	454.0	40.0	46.0	39.0	39.0	42.0	660.0	4	
Independence Construction Mid-Atlantic, LLC dba Independence Construction	431.0	40.0	38.0	41.0	38.0	40.0	628.0	5	

DEPARTMENT APPROVED:

PURCHASING APPROVED:

Posted to Demandstar:

[Handwritten signatures and dates]
 1/23/2024
 1/26/24

NOTE:

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.

ANY ACTUAL RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A NOTICE OF INTENT TO AWARD, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE COUNTY'S PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST WITH THE ASSISTANT DIRECTOR OF PURCHASING & CONTRACTS. THE PROTEST MUST BE SUBMITTED IN WRITING, ACCOMPANIED BY A SECURITY IN THE FORM OF A PROTEST BOND, BY 4:00PM ON THE FIFTH BUSINESS DAY FOLLOWING THE DATE OF THE POSTING OF THE NOTICE OF INTENT TO AWARD.

**ST JOHNS COUNTY
JAN 24 2024
PURCHASING**



**EVALUATION SUMMARY SHEET
ST. JOHNS COUNTY, FLORIDA**

Date: December 21, 2023

RFQ No: 1530; Construction Manager at Risk (CMAR) for Multiple Parks

FIRM	EVALUATOR Jamie Baccari	EVALUATOR Jason Mckay	EVALUATOR Tim Connor	EVALUATOR Todd Roberts	EVALUATOR Rob Stagliano	TOTAL	RANK	COMMENTS
Charles Perry Partners, Inc.	95.0	94.0	94.0	97.0	98.0	478.0	1	Shortlisted
Wharton-Smith, Inc.	92.0	94.0	93.0	97.0	92.0	468.0	2	Shortlisted
The Haskell Company	94.0	89.0	89.0	95.0	87.0	454.0	3	Shortlisted
Ajax Building Company, LLC	81.0	96.0	87.0	97.0	84.0	445.0	4	Shortlisted
Independence Construction Mid-Atlantic, LLC dba Independence Construction	91.0	81.0	89.0	90.0	80.0	431.0	5	Shortlisted
Meyer Najem Construction LLC	79.0	73.0	86.0	88.0	76.0	402.0	6	
Burke Construction Group, Inc.	75.0	73.0	82.0	86.0	70.0	386.0	7	
LTG Sports Turf One, LLC	78.0	65.0	84.0	90.0	64.0	381.0	8	

DEPARTMENT APPROVED:

PURCHASING APPROVED:

Posted to Demandstar:

[Handwritten signatures and dates]
 1/3/24 @ 9:20AM

NOTE:

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.

ANY ACTUAL RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A NOTICE OF INTENT TO AWARD, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE COUNTY'S PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST WITH THE ASSISTANT DIRECTOR OF PURCHASING & CONTRACTS. THE PROTEST MUST BE SUBMITTED IN WRITING, ACCOMPANIED BY A SECURITY IN THE FORM OF A PROTEST BOND, BY 4:00PM ON THE FIFTH BUSINESS DAY FOLLOWING THE DATE OF THE POSTING OF THE NOTICE OF INTENT TO AWARD.



ADDENDUM #2

November 30, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1530; Construction Manager at Risk (CMAR) for Multiple Parks

This Addendum #2 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. **Respondents must complete and submit Attachment "H", acknowledging all issued addenda.**

Questions/Answers:

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

1. Is it acceptable for CM to Self-Perform more than 25%?
Answer: No. The CMAR, at the County's discretion, shall not self-perform more than 25% of the overall project. All work performed by sub-contractors shall be competitively procured by the CMAR.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, DECEMBER 7, 2023 @ 4:00 PM EST

END OF ADDENDUM NO. 2



ADDENDUM #1

November 20, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1530; Construction Manager at Risk (CMAR) for Multiple Parks

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. **Respondents must complete and submit Attachment "H", acknowledging all issued addenda.**

Revisions/Clarifications:

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

1. Part III: Submittal Instructions & Format, Section B. Minimum Qualifications, Sub Section 4 is being revised to state the following:

The Respondent must submit a list of any and all experience within the last ten (10) years comparable in size and scope to the proposed scope of work. The narrative must include details including, but not limited to: project title, owner/agency, point of contact (name, title, phone, email), location, project award and completion timeframes, and project cost. The County reserves the right contract any or all entities submitted to verify performance.

2. Part III: Submittal Instructions & Format, Section H. Qualification Submittal Instructions, Sub Section 3; Related Experience is being revised to state the following:

The Respondent must submit a list of any and all experience within the last ten (10) years comparable in size and scope to the proposed scope of work. The narrative must include details including, but not limited to: project title, owner/agency, point of contact (name, title, phone, email), location, project award and completion timeframes, and project cost. The County reserves the right to reach out to any agency to inquire about Respondent's performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

The Respondent shall demonstrate experience in managing specialized programming elements, including synthetic turf fields, running tracks, pre-fabricated bleacher/press box systems, tennis courts, sports lighting, splash pads, skate parks, and pump tracks.

3. The County is providing the current permit log and design schedule attached to this addendum.

Questions/Answers:

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

1. Will all four parks be awarded to 1 CM?
Answer: All five (5) parks identified within this RFQ will be awarded to one (1) CMAR.

2. Would the county consider removing the time limitation on the Minimum Qualifications requirements for example projects of a similar scope and value to allow for broader competition?
Answer: See revisions #1 and #2 above.

3. PART III: H. Section 2: Company, Staff & Team Qualifications: Does the county wish to have open and competitive subcontractor participation? Or would it prefer for us to designate subcontractor relationships now as indicated in the section requirements? For the county's best interest, we suggest removing the requirement to list all subcontractors at this stage.
Answer: Answer: Yes, the County expects the awarded CMAR to prepare invitations for quotes or competitive pricing proposals when applicable for all procurements of long lead items, materials, and services, for sub-contracts, and for the site utilities as stated in the RFQ. This section is to identify existing relationships with subcontractors the Respondent plans to engage for competitive bidding. There is no requirement to list all subcontractors at this stage.

4. PART II: D. Pre- Construction Services: The County requests the CMAR "During the Pre-construction Phase, the County, the Engineer, and the CMAR shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work." Please confirm that the CMAR is not responsible for design and that the design team will be contracted separately with the county.
Answer: The CMAR is not responsible for designing the projects. The design firm is contracted separately by the County.

5. Can the county please provide an updated design schedule as to the status of the parks? Can the County also identify if a desired schedule for the sequence of the parks has been determined?
Answer: Attached is the current design schedule that is subject to change. No sequence has been identified at this moment.

6. Can the County please confirm if there any permits currently in hand or in process for any of the sites?
Answer: No permits have been obtained. Attached is the current permit log.

7. Section B.4 requires a minimum project listing of no less than \$20mil per project. In today's dollars that may seem a reasonable request but using our company as an example...we've completed multiple park and sports complex projects, very similar to those in scope and scale that SJC seeks to develop, but few of those completed projects reach the \$20mil threshold. This is simply due to the cost of construction back when older projects were priced and constructed. We hope St Johns County Procurement will consider lowering this threshold to \$10mil per as we believe this price point aligns with the scope and scale of facilities you seek to develop today.
Answer: See revisions #1 and #2 above.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, DECEMBER 7, 2023 @ 4:00 PM EST

END OF ADDENDUM NO. 1



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

REQUEST FOR QUALIFICATIONS

RFQ NO: 1530

CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904-209-0150
www.sjcfl.us/Purchasing/Index.aspx**

FINAL: 11/03/2023

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

TABLE OF CONTENTS

PART I: GENERAL TERMS AND CONDITIONS

PART II: SCOPE OF SERVICES

PART III: SUBMITTAL INSTRUCTIONS & FORMAT

PART IV: EVALUATION AND AWARD

PART V: CONTRACT REQUIREMENTS

PART VI: ATTACHMENTS

EXHIBITS (*SEPARATE DOCUMENTS*)

EXHIBIT A – Master Plan Documentation

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

PART I: General Terms & Conditions

A. DEFINITIONS

Terms used within this Request for Qualifications ("RFQ") shall have the meaning as set forth in the definitions established by the St. Johns County Purchasing Policy ("Policy"), or as provided herein. Terms defined herein, for specific application to this project shall govern over terms defined in the Policy.

B. PURPOSE & INTENT

The purpose of this RFQ is to solicit Qualifications from Respondents licensed as Certified General Contractors in the State of Florida to perform Construction Manager at Risk (CMAR) services for the construction of four (4) parks and expansion of (1) park located within St. Johns County, consisting of:

1. Northeast Community Park (Parcel ID: 0680500005)
2. Davis Park (Parcel ID: 0696300110)
3. Central St. Johns Sportsplex (Parcel ID: 0103400000)
4. Central Community Park (Parcel ID: 0103300040)
5. Northwest Community Park (Parcel ID: 0013300030)

The intent of the County is to select the most qualified Respondent, based upon evaluation of submitted Qualifications, Technical Proposal, and presentations/interviews with shortlisted Respondents, to negotiate and award a Contract with a firm to serve as the County's CMAR for this project.

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Department ("Purchasing") by or before **four o'clock (4:00PM EST)** on Thursday, **December 7, 2023** submittal deadline. Any proposals received by the SJC Purchasing after the stipulated deadline shall not be considered and will be returned to the Proposer, unopened.

Proposals must be submitted to:

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

All mail delivered to the County is processed through SJC Central Receiving. Proposers must factor the additional time for processing when mailing their submitted Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing, by the deadline above, shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Additionally, the County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing. Any such Proposal that is not received in the SJC Purchasing shall be returned to the Proposer, unopened.

D. DESIGNATED POINT OF CONTACT

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

Designated Point of Contact: Bryan Matus
Senior Procurement Coordinator

SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: bmatus@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days during the solicitation process, questions or inquiries may be directed to Diana Fye, Senior Procurement Coordinator at dfye@sjcfl.us.

E. LOBBYING PROHIBITION

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

F. NON-MANDATORY PRE-PROPOSAL MEETING

A Non-Mandatory Pre-Proposal Meeting will be held on **Tuesday, November 14, 2023 at 11:00 AM** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine FL 32084. Proposers are not required to attend the Pre-Proposal Meeting, but it is strongly recommended by the County. Proposers and sub-contractors are encouraged to review the solicitation documents prior to the Pre-Proposal Meeting in order to familiarize themselves with the solicitation requirements.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions or inquiries related to this RFQ, shall be directed in writing to the Designated Point of Contact as provided above, by or before four o'clock (**4:00 PM EDST**) on **Wednesday, November 22 2023**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for Qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

H. TENTATIVE SCHEDULE OF EVENTS

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

Broadcast of RFQ	November 7, 2023
Deadline for Questions	November 22, 2023
Issuance of Final Addendum	November 30, 2023
Submittal Deadline for Qualifications	December 7, 2023
Evaluation Meeting	December 21, 2023
Shortlist Technical Proposal Submission	January 4, 2024
Shortlist Technical Proposal Presentations & Evaluation	January 11, 2024
Presentation of Negotiated Contract to SJC BOCC	February 20 2024
Execution of CMAR Contract	10 days from BOCC approval
Substantial Completion	1095 days from Contract

I. ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFQ will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the RFQ Documents. All planholders for this RFQ will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Proposal. Respondents may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Respondent to acquire any addenda issued by the County. The County is not responsible for a Respondent's failure to obtain any issued Addendum.

Respondents are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Proposal. Failure by the Respondents to appropriately consider and incorporate the addenda into their submitted Proposal may cause the submitted Proposal to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Assistant Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Proposal, resulting in disqualification and removal from consideration for award.

Each Respondent shall acknowledge all issued Addenda in the submitted Bid by including **Attachment "J"** in the submitted proposal.

J. SOLICITATION POSTPONEMENT/CANCELLATION

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

K. RIGHT TO REJECT/ACCEPT

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

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

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

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

M. LOCAL PREFERENCE

While the St. Johns County Purchasing Policy includes a Local Preference Policy, there is potential for work issued under the awarded contract to be funded through state resources, which may prohibit the use of local preference in the consideration for award. As such, the County is waiving the application of the Local Preference Policy, in accordance with Section 16.3.1 of the SJC Purchasing Policy.

N. SUB-CONTRACTORS

If a Respondent elects to sub-contract with any Contractors, Consultants, or Suppliers, for any portion(s) of the required Services, Respondent must identify all such Sub-Contractor(s) in the submitted Qualifications, along with the portion(s) of the Services, they are proposed to perform. The County may, at its discretion, require Respondent to submit any and all relevant data necessary to establish to the satisfaction of the County, the qualifications, reliability and responsibility of the Sub-Contractor(s) proposed, to ensure, they are an appropriately qualified and capable to perform the specified Services.

Prior to award of the Guaranteed Maximum Price, the County will notify the Respondent, in writing, if the County, after due investigation, has reasonable and substantial objection to any proposed Sub-Contractor. The Respondent may then submit an alternate Sub-Contractor for consideration of the County, at no additional cost to the County, or may request to withdraw from consideration of award. If the Respondent fails to propose an alternate Sub-Contractor within seven (7) calendar days of the original notification, the County may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with the County or any other agency.

The awarded Respondent is responsible for ensuring that proposed Sub-Contractors only perform the Services for which they were proposed and accepted by the County, and Respondent must not change the Sub-Contractor(s) without prior written approval by the County.

The awarded Respondent shall be responsible for any and all Services performed by any Sub-Contractor(s) and such sub-contracts shall not relieve the awarded Respondent of any obligations or responsibilities stated in the awarded Contract.

O. EQUAL EMPLOYMENT OPPORTUNITY

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

P. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, CMAR and all subconsultants and 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.

1. CMAR shall require each subconsultant and subcontractor to provide CMAR with an affidavit stating that the subconsultant or subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CMAR shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, CMAR, or any subconsultant or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but CMAR otherwise complied, shall promptly notify CMAR and CMAR shall immediately terminate the contract with the subcontractor.
4. The County and CMAR hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Florida Statute § 448.095(2)(d).
5. CMAR acknowledges that, in the event that the County terminates the awarded Contract for CMAR's breach of these provisions regarding employment eligibility, then CMAR may not be awarded a public contract for at least one (1) year after such termination. CMAR further acknowledges that CMAR is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Contract for breach of these provisions regarding employment eligibility.
6. CMAR shall incorporate in all subcontracts made pursuant to the awarded Contract the provisions contained herein regarding employment eligibility.

Q. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the County's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

PART II: SCOPE OF WORK

A. GENERAL SCOPE

The awarded CMAR shall be responsible for the successful, timely and economical completion of construction the five (5) parks. This project's shall be divided into two (2) separate phases for each park identified within this solicitation. Phase 1 will comprise Pre-Construction Services and Phase 2 will comprise Construction Services. It is the County's expectation that the CMAR that is awarded a contract will work on all five (5) parks concurrently during the term of the Contract.

B. PARK DESCRIPTION

Northeast Community Park (Parcel ID: 0680500005):

A 50 acre site located off Diego Plains Rd North of Nocatee Parkway. The planned project consists of Soft Ball Fields, Stadium Bleachers, Multipurpose Concession/Restroom/Storage Building, Batter's Cages, Walking Path, Soccer Field with Lighting, Pickleball Courts, Sand Volleyball Courts, Shade Structures, Picnic Pavilion Area, Community Building, Splash Pad, Pump Track, Restroom Buildings, Mountain Bike Area, and Boardwalk. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities. **Master Plan opinion of probable cost for this site is \$28.8 Million**

Davis Park (Parcel ID: 0696300110):

An existing 138 Acre park site located at 210 Davis Park Rd in Ponte Vedra. The plan is to convert the existing softball fields into baseball fields after the softball fields are complete at the Northeast Community Park. Other improvements to this park site may include; concessions, maintenance buildings, parking, convert existing field(s) to artificial turf, improve existing fields and other park improvements. **Estimated Project Budget has not been determined.**

Central St. Johns Sportsplex (Parcel ID: 0103400000):

A 40 acre site located at County Road 16A and Timberwolf Trail. The planned project consists of Multipurpose Synthetic Turf Fields, Natural Grass Playing Fields, Multipurpose Stadium with track, Stadium Bleachers, Concession, Restrooms, Maintenance Buildings and overlook. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities. **Master Plan opinion of probable cost for this site is \$41.6 Million**

Central Community Park (Parcel ID: 0103300040):

A 10 acre site located at Timberwolf Trail adjacent to the new K-8 School NN. The planned project consists of Community Center with outdoor stage and court area, Multipurpose Field, Playground, Pickleball Courts, Basketball Courts, Shade Structure and Walking Path. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities. **Master Plan opinion of probable cost for this site is \$12.3 Million**

Northwest Community Park (Parcel ID: 0013300030):

A 63 acre site located off of Greenbriar Rd west of Longleaf Pine Parkway. The planned project consists of Little League Baseball/Softball Field, Stadium Bleachers, Multipurpose Concession/Restroom/Storage Building, Batter's Cages, Playground, Pickleball Courts, Sand Volleyball Courts, Shade Structures, Community Center, Pavilion and Walking Trail. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities. **Master Plan opinion of probable cost for this site is \$18.3 Million**

C. Project Management Information System (PMIS)

The CMAR must establish a PMIS to collect, combine, and distribute information. The reports and documents provided shall represent an accurate assessment of each current status of the Project and of the Work remaining to be accomplished. PMIS shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to County monthly and shall accompany each pay request. The PMIS shall be described in terms of the following major subsystems:

- Narrative Reporting, on a monthly basis;
- Schedule Control, on a monthly basis;
- Project Accounting.

Narrative Reporting Subsystem:

The CMAR shall prepare written Narrative reports to include the following:

- Monthly Executive Summary;
- Monthly Cost Narrative describing the current construction cost estimate status of the Project;
- Monthly Scheduling Narrative.

Schedules Control Subsystem:

The CMAR shall submit a master Project schedule covering the planning and design approvals, construction and County occupancy of the Project. The master Project schedule shall be produced and updated monthly throughout the Project. The schedule will follow the Critical Path Method (CPM) for identifying critical and non-critical task with the goal of preventing schedule problems and process bottlenecks.

Project Accounting Subsystem:

The operation of this subsystem shall enable the County, Engineer, and the CMAR to plan effectively and to monitor and control the funds available for the Project. These reports will be produced monthly and shall include:

- Costs Status Report presenting County's Construction Budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given Project. It shall show approved Change Orders for each Project which when added to the base commitment will become the total commitment. Pending Change Orders will also be shown to produce the total estimated probable cost to complete the Work.
- Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

D. Pre- Construction Services:

The primary goal during the Pre-construction Phase is for the CMAR to assist the County and the Engineer in developing an optimum, minimum risk and buildable design for the five (5) park projects. During the Pre-construction Phase, the County, the Engineer, and the CMAR shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Pre-construction Phase, the CM shall be paid a Lump Sum Pre-construction Phase Services Fee. All materials or plans, regardless of format or media used, created under the Pre-construction Services shall be and remain the property of the County.

Design Review and Recommendations and Warranty:

CMAR shall familiarize themselves thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications and shall follow the development of design from Preliminaries through Working Drawings, and the CMAR shall make recommendations concerning the selection of systems and materials, and cost reducing alternatives including assistance to the Architect-Engineer, and County in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of creation and early completion of the Project.

CMAR shall furnish pertinent information as to the availability of materials and labor that will be required. The CMAR shall submit to the County and Engineer such comments as may be appropriate concerning construction feasibility and practicality. CMAR shall call to the County and the Engineer's attention any defects found in the design, drawings and specifications or other documents. CMAR shall prepare an estimate of the construction cost.

CMAR shall promptly notify the Engineer and County, in writing, of any defects found in the Contract Documents for any Project when they are discovered, as well as any defects found in the design documents for any Project, including, without limitation, the Drawings and Specifications set forth in any Work Order affecting such Project. It is not CMAR's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, rules or regulations and CMAR shall not assume any design liability.

Separate Contracts Planning:

CMAR shall review the design with the Engineer and make recommendations to the County and to the Engineer with respect to dividing the work in such manner as will permit CMAR to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. It shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by County.

CMAR shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to

maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion.

Early Works:

CMAR shall work with the County and Engineer to identify scope items for the development of Early Works Packages for site clearing/grubbing, access, utilities, etc. Upon mutual agreement of the scope of the early works, the authorization for the CMAR to perform any approved early works will be at the sole discretion of the County. Early works to be performed during the pre-construction phase.

Owner Direct Purchase

The CMAR will be responsible for providing a recommended list of materials and equipment that would benefit from an owner direct purchase. The County will review the recommendation and may elect to purchase materials and equipment directly from the supplier of such materials or equipment in order to achieve sales tax savings. The County may choose, for sales tax recovery purposes, to purchase material and equipment selected through the CMAR's bidding and Contracting Process through an owner direct purchase (Florida Statute 212.08 (6)).

E. GUARANTEED MAXIMUM PRICE AND SCHEDULE:

The CMAR shall commit to a GMP for all Construction Phase Services no later than the ninety percent (90%) project design for each park. Each separate GMP shall be negotiated between the County and CMAR, and authorized via GMP Amendment, if the County and CMAR come to agreement on each individual GMP. The project will be open-book. All savings, including unused construction contingency, shall be returned to the County. The County reserves the right to request alternative item(s) for materials and equipment, which the County may request to be included in the GMP. The CMAR and County shall discuss and agree upon alternative items for inclusion in the GMP.

CMAR shall be responsible for resolving all assumptions and clarifications with the Engineer prior to submitting a GMP. The negotiation of one (1) GMP is not to hold up the execution of others.

As part of the GMP submittal, the CMAR shall also submit a detailed construction schedule for all work related to the successful, expeditious, and practicable completion of the Projects. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established within this solicitation, unless otherwise approved by the County.

With the exception of Early Works, Construction Work shall commence upon receipt of a fully executed GMP amendment, construction bond, and issuance of a notice to proceed for the specific park project.

Construction Contingency:

The GMP shall include a Construction Contingency which sum shall be established by the CMAR and the County and included in the GMP Amendment. Construction Contingency shall be used by CMAR to pay for miscellaneous Work items which are required to complete the Project including trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Subcontractor insolvency, 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 as of the effective date of this Contract (and not otherwise recoverable by bond or applicable insurance). No increase in the Construction Contingency will be allowed once the GMP is established.

CMAR 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. CMAR 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.

Off-Ramp

In the event the County determines that the CMAR's GMP Proposal is not in the best interest of the County or if the County and CMAR are unable to negotiate a GMP amendment to an amount acceptable by 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 CMAR, and terminates this Agreement. A termination of this Agreement under the Off-Ramp shall be for convenience unless the CMAR otherwise defaults under the provisions of this Agreement. In such event, CMAR acknowledges and agrees that the County's rejection of the CMAR's GMP Proposal shall not entitle the CMAR to make any claim for damages, loss, profits or compensation of any kind for Work not yet performed, and all such claims are hereby waived and released by CMAR Firm.

F. CONSTRUCTION PHASE:

The primary goal during the Construction Phase is for the CMAR to successfully complete the work for all five (5) parks in accordance with the Construction Documents and within each individual GMP.

CMAR Staff:

CMAR shall maintain sufficient off-site support staff, and competent staff at the Project site authorized to act on behalf of CMAR to coordinate, inspect and provide general direction of the work and progress of the subcontractors. CMAR on-site staff shall be present at all times when subcontractors are present on construction site. County reserves the right to verify times sheets for onsite supervision

CMAR Self Performance:

The CMAR, at the County's discretion, shall not self-perform more than 25% of the overall project. All work performed by sub-contractors shall be competitively procured by the CMAR as stated herein.

Permits:

County shall secure all necessary development permits from the appropriate authority, the cost of which will be paid for by County. CMAR secure all required building permits and specialty permits related to construction.

Lines of Authority:

CMAR shall establish and maintain lines of authority for these personnel and shall provide this information to the County, the subcontractor, and the Engineer, to provide general direction of the Work and progress of the various phases and subcontractor. The County and Engineer may attend meetings between CMAR and its subcontractors; however, such attendance shall not diminish either the authority or responsibility of CMAR to administer the subcontractor.

Procurement:

Without assuming responsibilities of the Engineer, CMAR shall prepare invitation for quotes or competitive pricing proposals when applicable, for all procurements of long lead items, materials and services, for sub-

contracts and for the site utilities. Such procurements shall be prepared in accordance with the following guideline:

- Sub-contracts or sub-awards below \$250,000 may be entered into by CMAR with the Supplier who submits the lowest responsive written quotation. In the event the lowest responsive written quotation received does not serve the best interest of the project, the CMAR is to provide justification to SJC Purchasing for review and approval. CMAR shall obtain a minimum of three (3) informal quotations. These quotes shall be entered on a tabulation sheet and a copy of the tabulation, quotes received, and any correspondence relating to the solicitation of the quotes shall be made available to County upon request. The accepted quotation shall be confirmed by written contract or purchase order, between the CMAR and the low bid supplier defining the scope and quality of work to be provided.
- Sub-contracts or sub-awards exceeding \$250,000 may be entered into by CMAR after soliciting competitive pricing proposals. CMAR will notify a minimum of five (5) suppliers, within the applicable trade, via email notification to submit a competitive pricing proposal within a specified date and time. CMAR shall provide notice documentation to SJC Purchasing for broadcast. If any clarifications are necessary from the CMAR, such clarifications shall be provided to ALL suppliers in order to obtain the best possible proposals for the work. The CMAR will review the proposals they receive and determine whether or not submitted proposals meet all requirements for the project. If the price proposal(s) received exceeds the proposed budget, schedule, or otherwise does not comply with project requirements, the CMAR may seek to further negotiate with the Supplier who submitted the lowest and most responsive proposal. In the event the lowest responsive competitive pricing proposal received does not serve the best interest of the project, the CMAR is to provide justification to SJC Purchasing for review and approval. These pricing proposals shall be entered on a tabulation sheet and a copy of the tabulation, pricing proposals received, and any correspondence relating to the solicitation of pricing proposal shall be made available to County upon request. The accepted price proposal shall be confirmed by written contract or purchase order, between the CMAR and the low bid supplier defining the scope and quality of work to be provided.

Quality Control:

CMAR shall develop and maintain a program, acceptable to County and Engineer, to assure quality control of the construction. It shall supervise the work of all subcontractor providing instructions to each when their work does not conform to the requirements of the plans and specifications and it shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

Subcontractor Interfacing:

CMAR shall be the single point of interface with all subcontractor for County and all of its agents and representatives including the Engineer. It shall negotiate all change orders, field orders and request for proposals, with all affected subcontractor and shall review the costs of those proposals and advise the County and Engineer of their validity and reasonableness, acting in County's best interest prior to requesting approval of each change order from County.

Jobsite Facilities:

CMAR shall arrange for all Jobsite facilities necessary to enable the CMAR and the County's representatives and the Engineer to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Jobsite facilities, include but are not

limited to such things as trailers, toilets, computers, and any other equipment necessary to carry on the Project.

Jobsite Administration:

CMAR shall provide through its Staff administrative functions during construction to assure proper documentation, including but not limited to the following:

- Maintaining a log of daily activities and a roster of companies on the Project.
- Providing a safety program that meets OSHA requirements.
- Monitoring for subcontractor compliance.
- Providing a quality control program.
- Holding weekly progress and coordination meetings.
- Monitoring material and equipment deliveries.
- Implementing a procedure for processing sub-contractor payment applications.
- Recording the progress of the Project.
- Preparing periodic punch lists for subcontractor's work, including unsatisfactory or incomplete items and schedules for completion.
- Facilitating project closeout.

Weather Protection:

CMAR shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced.

Warranty:

Where any work is performed by CMAR's own forces or by subcontractor under contract with CMAR, CMAR shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, CMAR further agrees to correct all work found by County to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. CMAR shall collect and deliver to County any specific written warranties given by others as required by the Contract Documents.

County Occupancy:

CMAR shall provide services during the design and construction phases, which will provide a smooth and successful County occupancy of the project and mark up progress prints to provide as much accuracy as possible.

PART III: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

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

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

By submitting Qualifications, in response to this RFQ, Respondent certifies that its representatives have carefully read and fully understand all instructions and requirements provided in this RFQ, and have full knowledge the scope, nature, and quality of work to be performed for the County. All Qualifications submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days from the Submittal Deadline.

Respondents are responsible for complying with all applicable provision of the Policy as well as all applicable rules, laws, codes, and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondents must meet in order to be considered responsible to perform the work specified in this RFQ. Respondents must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must be currently licensed in the State of Florida as a **Certified General Contractor**; and
2. Must have bonding capacity of at least **\$100 million** dollars; and
3. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award; and
4. Must have constructed a minimum of **five (5)** Public Sport Complexes or Parks in similar scope at a value of at least **\$20 Million** each within the last ten years.

Failure by any Respondent to meet the minimum requirements stated above, shall result in Respondent being deemed non-responsible and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract.

C. JOINT VENTURE

In the event a Joint Venture submits Qualifications, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Qualifications, as stated herein, or as revised by Addendum. The documents included in the Joint Venture's Qualifications must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power-of-Attorney. The Joint Venture's Qualifications must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Contract.

D. TRADE SECRETS

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall promptly notify the person that certified the document as a trade secret.

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

E. USE OF COUNTY LOGO

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

F. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

2. In accordance with Florida law, to the extent that CMAR's performance under the awarded Contract constitutes an act on behalf of the County, CMAR shall comply with all requirements of Florida's public records law. Specifically, if CMAR is expressly authorized, and acts on behalf of the County under the awarded Agreement, CMAR shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the CMAR does not transfer the records to the County; and
 - iv. Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the CMAR or keep and maintain public records required by the County to perform the Services.

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

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

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

G. CONFLICT OF INTEREST

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

Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

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

Respondent must disclose any contractual or employment relationship with any County officer or employee, including elected official(s) in the submitted Qualifications. Additionally, Respondents must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

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

H. QUALIFICATION SUBMITTAL INSTRUCTIONS:

Respondent must submit **one (1) original hard-copy, and one (1) exact electronic PDF copy** of the Qualifications on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard-copy and USB Drive must be placed in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation number and title. A mailing label is provided herein to assist with appropriately labeling Respondent's package. The County is not responsible for any Qualifications that are incorrectly labeled and are not delivered to the appropriate location as provided herein.

Qualifications must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections must be clearly identified. **The Qualifications must not exceed forty (40) pages in length**, which does not include the County issued attachments, table of contents, addenda, and section separators.

It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

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

Section 1: Qualifications Cover Page and Cover Letter

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

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

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the County to accept the signature of the Delegation of Authority.

Section 2: Company, Staff & Team Qualifications

Respondent must provide documentation to fully demonstrate the qualification, education, and abilities of Key Personnel for the Respondent, as well as any proposed Sub-Contractors that shall be performing Services, if awarded. The required documentation shall include, at a minimum:

Key Personnel – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project.

Proposed Sub-Contractors – Provide a list of proposed sub-contractors the Respondent will engage to complete the work. It is understood that the CMAR, once awarded, shall competitively procure sub-contractors as described within the Procurement section of this solicitation. The Respondent shall demonstrate any existing relationships or partnerships with subcontractors to complete the work.

Licenses/Certifications – Provide any and all current licenses and certifications applicable to this project, held by Respondent and Key Personnel who are proposed to participate in the Services.

Project Org Chart – Provide a complete Organization Chart for the Respondent and all Sub-Contractors demonstrating the relationship of resources as it pertains to this project.

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

Claims, Liens, Litigation History – Complete and submit **Attachment “B”** provided herein.

Certificates of Insurance – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Respondent’s ability to obtain the required coverages upon award.

Bonding Capability – Submit a Letter of Bonding Capability and Capacity from the Respondent’s Surety (not the agent) demonstrating the level of bonding capability/capacity held by the Respondent is a **minimum of \$100 million dollars**. Surety must be licensed to do business in Florida, have been in business and have a successful continuous operations for at least three (3) years. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders. Surety must have fulfilled all of its obligations on all other bonds given to the Owner. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock, and sound investment and have an “A” rating or better.

Section 3: Related Experience

Must provide written narrative that the Respondent has constructed, as a CMAR, a minimum of five (5) Public Sport Complexes or Parks in similar scope at a value of at least \$20 Million each within the last ten years. The narrative must include details including, but not limited to: project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost. The County reserves the right to reach out to any agency to inquire about Respondent’s performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

The Respondent shall demonstrate experience in managing specialized programming elements, including synthetic turf fields, running tracks, pre-fabricated bleacher/press box systems, tennis courts, sports lighting, splash pads, skate parks, and pump tracks.

Section 4: Current and Projected Workloads

Respondent shall include a list of all current contracts/projects, project owner (name, location), point-of-contact information for project owner (name, phone, email), status (current/upcoming), and timeframe for completion (on time, ahead of schedule, or behind schedule).

The Respondent must also sufficiently demonstrate the availability of personnel and proposed team to take on and complete the Pre-Construction (Phase 1) and the Construction (Phase 2) services within **one thousand ninety-five (1095) consecutive calendar days for Substantial completion and ninety (90) days for Final Completion** timeframe upon an award of a Contract, based upon the demand of their current and projected workloads.

Section 5: Administrative Information

Respondent must complete and submit all remaining Attachments, as provided herein, which are not required in a previous section.

PART IV: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing shall review each submitted Qualifications for responsiveness to the requirements provided herein, and responsibility to perform the work. Any Qualifications that is materially non-responsive to the requirements of this RFQ, or does not materially demonstrate Respondent’s responsibility, shall be disqualified and removed from consideration prior to evaluation. Only those responsive Qualifications submitted from responsible Respondents shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or documentation that is material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF QUALIFICATIONS

All responsive Qualifications will be evaluated by an Evaluation Committee of no less than five (5) representatives, as determined by SJC Purchasing. Evaluators will review and score the Qualifications individually, with no interaction or communication with any other individual, except any such communication which occurs at the Evaluation Meeting. Evaluators’ scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Qualifications shall be in accordance with the Evaluation Criteria as provided herein.

Evaluators may consider any evidence available regarding financial, technical, other qualifications and abilities of Respondent, including past performance (experience) with the County, or other agencies, prior to recommending approval of award to the St. Johns County Board of County Commissioners.

C. EVALUATION CRITERIA AND SCORING

The County will evaluate and rank Respondents from highest to lowest based upon the specific evaluation criteria and point scores listed below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Company, Staff & Team Qualifications	40
2. Related Experience	40
3. Current & Projected Workloads	20
Total Points Possible per Evaluator:	100
<u>Second Stage – Evaluation Criteria (Shortlisted Firms Only)</u>	
4. Technical Proposal and Presentation	50
<u>Additional Interview/Presentation (If Applicable)</u>	
5. Additional Interview/Presentation	20
Total Points Possible (Shortlist Firms only):	170

D. SECOND STAGE –TECHNICAL PROPOSAL – SHORTLISTED FIRMS ONLY

The Respondents shortlisted by the County, through the evaluation of qualifications, shall submit their Technical Proposal for scoring as provided herein. The Respondents will be required to present the Technical Proposal in person to the Evaluation Committee. The evaluation scoring for the shortlisted Respondents’ submitted Technical Proposal and presentation will be announced at a subsequent Public Evaluation Meeting.

The Technical Proposal and presentation shall provide detailed information demonstrating the Respondent's approach and methodology in performing all services required for the satisfactory completion of the specified projects. Information that must be provided for in the Technical Proposal and Technical presentation includes, but is not limited to the following:

1. Schedule – It is the County's expectation that the CMAR that is awarded a contract will work on all five (5) parks concurrently during the term of the Contract. Respondent shall submit a proposed schedule for accomplishing the pre-construction (Phase 1) and construction (Phase 2) for each individual park in order of priority, as well as the means and methods to be used by the Respondent in order to Substantially Complete all parks within **one thousand ninety-five (1095) consecutive calendar days**.
2. Phase 1 Approach – Respondent shall submit a narrative detailing their proposed approach to performing the required services under Phase 1 – Pre-Construction Services to accomplish a satisfactory GMP Proposal for each individual park. Information shall include approach to review of opportunities for savings, design schedule management, and coordination planning of Phase 2.
3. Phase 2 Approach – Respondent shall submit a narrative detailing their proposed approach to satisfactorily completing the construction of the specified Project under Phase 2, based upon the negotiated GMP Proposal. Information shall include initial proposed approach for subcontracting, procurement, safety, coordination, quality control/assurance, and other information necessary to properly demonstrate the Respondent's intended approach to Phase 2.

Within the subcontracting procurement approach, the Respondent shall demonstrate how it will engage certified personnel or subcontractors registered with the American Sports Builders Association (ASBA) as Certified Tennis Court Builders (CTCB), Certified Track Builder (CTB), and Certified Field Builders (CFB) for the Active park programming elements (fields, courts, tracks, etc.).

4. Respondent shall submit a narrative detailing their proposed approach to developing and utilizing a risk registry, highlighting a minimum of five (5) major risk categories and how those risks should be addressed and how Respondent proposes the economic impacts of the risks should be shared. The narrative must also provide an explanation on how the Respondent would use the registry to set and control contingency funds within the project.

If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the shortlisted firms will be notified.

E. SHORTLIST ADDITIONAL INTERVIEW/PRESENTATIONS (IF APPLICABLE)

The Evaluation Committee may ask the shortlisted firms to participate in additional interviews/presentations, if deemed necessary to make a final recommendation of award, upon the completion of the evaluation of Qualifications and Technical Proposals. The makeup of the interview/presentation shall be provided to the shortlisted Respondents after the technical proposal evaluation. The score for interview/presentation shall be added to the score for the Qualifications, to determine a total score and ranking of shortlisted Respondents.

F. NEGOTIATIONS & AWARD

The County intends to select the top ranked firm for award based on the total of all scores, including the initial evaluation of qualifications, the evaluation of the shortlisted firms' Technical Proposal, and if necessary, any additional presentations or interviews that are determined to be necessary by the County. A Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no

obligation to award a Contract as a result of this RFQ. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

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

The St. Johns County Board of County Commissioners reserves the right to reject any or all submitted Qualifications, waive minor formalities or award to/negotiate with the firm whose qualifications package best serves the interest of the County.

G. PROTEST PROCEDURES

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

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and execute a Construction Manager at Risk Contract, on a form provided by the County, for completion of the project, in accordance with this RFQ Document, and as negotiated with the selected Respondent. The Term of the awarded Contract shall be determined upon negotiation and approval by both parties.

In the event a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to this RFQ, it is expressly understood that the County's preference/selection of any Respondent or submitted Qualifications does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any Respondent, negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or otherwise modify one or more components of the selected Respondent's Qualifications and any subsequent proposal(s) in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of this RFQ.

Any contract(s) awarded as a result of this RFQ shall be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services, and (2) subsequently solicit proposals and/or negotiate contracts, for services, as needed, in order to serve the best interest of the County. All such actions shall be at the sole discretion of the County.

B. PERFORMANCE

At any point in time during the term of the Contract with the awarded CMAR, County Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that the awarded CMAR no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

C. TERMINATION

Failure on the part of the awarded CMAR to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded CMAR fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification, and opportunity to cure the default, in accordance with the Contract Documents. In the event the awarded CMAR fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance with the Contract Documents, and shall seek any and all remedies legally available to mitigate damages incurred by the County.

D. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Qualifications and any subsequent proposals, the awarded Respondent pledges to perform the specified Work barring any delays due to force majeure events which are not reasonably foreseeable and are beyond the reasonable control of both the awarded CMAR and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

E. GOVERNING LAWS & REGULATIONS

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

F. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

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

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

G. LICENSES, PERMITS, FEES

The awarded CMAR shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the Services described herein throughout the duration of the Contract.

Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the awarded CMAR.

H. INSURANCE REQUIREMENTS

The awarded CMAR shall not commence work under the awarded Contract until CMAR provides proof of all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The awarded CMAR shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the awarded CMAR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the awarded CMAR of its liability and obligations under the awarded Contract.

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

The awarded CMAR shall maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the awarded CMAR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract, whether such operations be by the awarded CMAR or by anyone directly employed by or contracting with the awarded CMAR.

The awarded CMAR shall maintain during the life of the awarded Contract, Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the awarded CMAR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the awarded CMAR or by anyone directly or indirectly employed by the awarded CMAR.

The awarded CMAR shall maintain during the life of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$3,000,000.

The awarded CMAR shall maintain during the life of the awarded Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

The awarded CMAR shall be required to obtain 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.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

I. INDEMNIFICATION

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

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

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

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

J. TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

CMAR will ensure that CMAR employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry’s “Focus Four” established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocuting Hazards..

K. 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, the CMAR performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS

Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

L. TEMPORARY TRAFFIC CONTROL (TTC) / MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

The CMAR must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employee when performing right-of-way work while under contract with St. Johns County. CMAR employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

M. PUBLIC CONSTRUCTION BOND

CMAR shall execute, furnish the County with, and record in the public records of St. John's County, a Public Construction Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price, as adjusted by each GMP amendment. Such Public Construction 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 CMAR until CMAR has provided the County a certified copy of the recorded bond.

N. WARRANTY BOND

As a condition to the release of Public Construction Bonds provided by CMAR pursuant to Section 12.10 above, CMAR shall furnish a Warranty Bond in the amount of ten percent (10%) of the Contract Price, guaranteeing the faithful performance of its obligations under the Contract Documents after Final Completion, including payment of claims by Subcontractors. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida and shall remain in effect until the expiration of CMAR's warranty obligations hereunder, not to exceed one (1) year from the scheduled date of Final Completion or until County elects in writing to release such Warranty Bond, whichever occurs first.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

O. COMPLETION TIME AND LIQUIDATED DAMAGES

The CMAR shall be responsible for meeting any and all completion times as provided in the Contract Documents, as negotiated and agreed to by both parties.

CMAR shall be required to substantially complete the entirety of the work, construction of five (5) park projects (Scope 1 and 2), within **one thousand ninety-five (1095)** consecutive calendar days from execution of the Construction Management Contract with an additional **ninety (90)** consecutive calendar days to reach Final Completion. The GMP amendments shall establish separate Substantial Completion and Final Completion frames for each individual park project that fall within the overall completion time described herein. The CMAR and the County shall work collaboratively to determine and define “Final Completion”, but it shall mean, at a minimum, the completion of all the parks as specified in the Contract Documents.

In the event the CMAR fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due CMAR or to be paid as a debt due in the amount of **seven thousand six hundred twenty-five dollars and zero cents (\$7,625.00)** for each and every calendar day of unexcused delay “Liquidated Damages”.

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 the CMAR 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 CMAR obligation to complete the Work.

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

PART VI: – ATTACHMENTS

The required Attachments that Respondents must complete, sign, have notarized and include as part of their submitted Qualifications are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Qualifications the required Attachments must be included.

Attachment A	Qualification Certification
Attachment B	Claims, Liens, Litigation History
Attachment C	Affidavit of Solvency
Attachment D	Affidavit
Attachment E	Conflict of Interest Disclosure Form
Attachment F	Drug-Free Workplace Form
Attachment G	E-Verify Affidavit
Attachment H	Acknowledgement of Addenda

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

COVER PAGE

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

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY, FL
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084**

FULL LEGAL NAME OF RESPONDENT: _____

RESPONDENT FEIN #: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

POC EMAIL ADDRESS: _____

POC PHONE NUMBER: _____

DATE OF SUBMITTAL: _____

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT A
QUALIFICATION CERTIFICATION

The Undersigned presents this submitted Qualifications to be considered as a Certified General Contractor to perform Construction Manager at Risk Services for the construction of five (5) parks.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached.

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

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

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

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

(Respondent Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT B
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ____ No ____
If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT C
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

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

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of _____, 20__.

Signature of Affiant

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT D
AFFIDAVIT

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

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

The undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for **RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) for Multiple Parks.**

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

(Respondent Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO QUALIFICATIONS.

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT E
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) for Multiple Parks.**

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

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

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

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

Please check the appropriate statement:

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

Legal Name of Respondent: _____

Authorized Representative(s): _____
Signature Print Name/Title

Signature Print Name/Title

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT F
DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT G
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) for Multiple Parks (“Agreement”), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent’s breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

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

Notary Public
My Commission Expires: _____

RFQ NO: 1530; CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS

ATTACHMENT H


ACKNOWLEDGEMENT OF ADDENDA

Respondent hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFQ Documents. By acknowledging the Addenda listed below, Respondent hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Respondent's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Respondent being deemed non-responsive to the requirements of the RFQ, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF RESPONDENT	TITLE OF RESPONDENT AGENT	SIGNATURE OF RESPONDENT'S AGENT

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFQ"**

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 1530
RFQ TITLE:	CONSTRUCTION MANAGER AT RISK (CMAR) FOR MULTIPLE PARKS.
DUE DATE/TIME:	By 4:00 PM EST– December 7, 2023
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT