

RESOLUTION NO. 2024 - 313

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR 16 WATER RECLAMATION FACILITY TO INTERSTATE 95 AND ELEVATION PARKWAY TO CR 2209 TO T B LANDMARK CONSTRUCTION, INC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM, AND TO EXECUTE A DESIGN-BUILD CONTRACT, IN SUBSTANTIALLY THE SAME FORM AND FORMAT AS ATTACHED FOR THE COMPLETION OF PHASE 1 - DESIGN AND GMP DEVELOPMENT AT THE NOT-TO-EXCEED AMOUNT OF \$1,267,554.00, DESIGN-BUILD FEE OF 6%, 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 Design-Build Firm for the design, permitting, and installation of two (2) segments of major reclaimed water transmission pipelines. The first segment route is along SR 16 from Elevation Parkway (just north of the North Outlet Mall entrance) to the east side of the County Road 2209 corridor, which is ready for design. The second segment route from the existing SR16 Water Reclamation Facility (WRF) to the west side of I-95 is pending easements and will be incorporated through a Contract amendment at a later date. This project will be separated into Phase 1 - Design and GMP Development and Phase 2 - Final Design, Construction, and Commissioning. During Phase 1, the Design-Build Firm will be responsible for Design Services to the level of completion required to develop a GMP Proposal for Phase 2 and Early Work identified in the Phase 1 Proposal. During Phase 2, the Design-Build Firm will be responsible for the completion of design services for the Project, the procurement of all materials and equipment for the Project, excluding Early Work, the performance of construction services for the Project, the start-up, testing, and commissioning of major reclaimed water transmission pipeline; and

WHEREAS, The RFQ was advertised in accordance with the County Purchasing Policy. Five (5) responses were submitted and evaluated. After evaluating the qualifications, the Evaluation Committee shortlisted firms during the Technical Proposal Presentations. After comprehensively evaluating the qualifications and the technical proposal presentations, the County entered negotiations with the top-ranked firm, Ric-Man Construction, FL, Inc. After several months, the County terminated negotiations with Ric-Man Construction, FL, Inc. due to the failure to come to an agreement over the terms of the Contract. In accordance with the solicitation, the County entered negotiations with the next-ranked firm, T B Landmark Construction, Inc.; and

WHEREAS, the County staff has negotiated the terms and conditions and scope for the Design-Build Agreement for Phase 1 – Design and GMP Development to assist the County with Design Services to the level of completion required to develop a Guaranteed Maximum Price (“GMP”) Proposal(s), 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 – Final Design, Construction, and Commissioning; 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 Utilities 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: 1422 to T B Landmark Construction, Inc., as the most responsive and qualified firm.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute a Design-Build Contract, in substantially the same form and format as attached for the completion of Phase 1 - Design and GMP

Development at the not-to-exceed amount of \$1,267,554.00, Design-Build Fee of 6 %, 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 6th day of August, 2024.

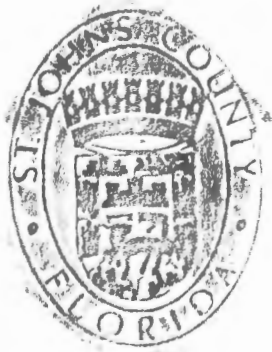
ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Robin L. Platt
Deputy Clerk

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

By: [Signature]
Sarah Arnold, Chair

Rendition Date AUG 09 2024





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

Design Build Agreement No: 24-MCA-TBL-20098

Table of Contents

ARTICLE I CONTRACT DOCUMENTS	5
1.1 The Contract Documents	5
1.2 Definitions	6
1.3 Independent Contractor.....	8
1.4 Design-Build Firm’s Continuing Duty	8
ARTICLE II THE WORK	8
2.1 Project Description	8
2.2 Labor and Materials	10
2.3 Design-Build Firm’s Technical Submittals	10
2.4 Project Sequencing/Arrangement	11
2.5 Payment of Costs	11
2.6 Cleaning the Jobsite	11
2.7 Reporting Requirements	11
2.8 Project Meetings	12
2.9 Title and Risk of Loss.....	12
2.10 Access to Work.....	12
2.11 Utilities	12
2.12 Existing Utility Lines.....	12
2.13 Taxes.....	12
2.14 Publicity and Advertising	13
2.15 County Furnished Items.....	13
2.16 Direct Purchase Program	13
2.17 County’s Separate Contractors	14
2.18 Post Construction Audit.....	14
ARTICLE III CONTRACT TIME.....	15
3.1 Contract Time	15
3.2 Time is of the Essence	16
3.3 Liquidated Damages	16
3.4 Disclaimer of Consequential Damages.....	16
3.5 Delays to the Work	16

ARTICLE IV CONTRACT PRICE AND PAYMENT.....	17
4.1 Contract Price	17
4.2 Schedule of Values	21
4.3 Measurement and Payment.....	21
4.4 Progress Payments	21
4.5 Application for Payment.....	22
4.6 Withheld Payment.....	23
4.7 Final Inspection (Phase 2 Design and Construction).....	23
4.8 Final Payment	24
ARTICLE V DESIGN-BUILD FIRM RESPONSIBILITIES.....	25
5.1 Performance.....	25
5.2 Authorized Representative.....	25
5.3 Environmental, Safety and Health.....	25
5.4 Ownership of Work Product.....	27
ARTICLE VI PROJECT MANAGER	27
6.1 Project Manager Responsibilities	27
6.2 Field Orders	28
ARTICLE VII SUBCONTRACTORS	28
7.1 Award of Subcontracts.....	28
ARTICLE VIII Contract Disputes/Claims.....	29
8.1 Contract Claims	29
ARTICLE IX CHANGES IN THE WORK.....	29
9.1 General.....	29
9.2 Changes in the Contract Time	30
9.3 Changes in the Contract Price.....	30
9.4 Acceptance of Change Orders	31
9.5 Notice to Sureties.....	31
9.6 Hazardous Waste Mitigation	31
9.7 Differing Site Conditions.....	31
ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK.....	32
10.1 Uncovering Work	32
10.2 Right to Stop Work	32
10.3 County May Accept Defective or Nonconforming Work.....	32
ARTICLE XI CONTRACT SUSPENSION AND TERMINATION	32
11.1 Suspension	32
11.2 Termination.....	33
ARTICLE XII STANDARD OF CARE, WARRANTY AND INDEMNITY	34
12.1 Standard of Care	34
12.2 Warranty	34
12.3 Extended Equipment Warranty.....	35

12.4	Indemnity	35
12.5	Indemnification and Subcontracts.....	36
ARTICLE XIII INSURANCE AND BONDS.....		36
13.1	Design-Build Firm’s Insurance Requirements.....	36
13.2	Additional Insured Endorsements and Certificate Holder	36
13.3	Workers Compensation & Employers Liability	36
13.4	Commercial General Liability	36
13.5	Automobile Liability.....	37
13.6	Professional Liability.....	37
13.7	Builders Risk	37
13.8	Excess Liability.....	38
13.9	Other Requirements.....	38
13.10	Payment and Performance Bonds.....	38
ARTICLE XIV DELIVERY OF DOCUMENTS.....		38
ARTICLE XV MISCELLANEOUS.....		38
15.1	Examination of Design-Build Firm’s Records	38
15.2	Backcharges.....	39
15.3	Applicable Law.....	39
15.4	Governing Law & Venue.....	39
15.5	Arbitration.....	39
15.6	Enforcement Costs.....	39
15.7	Assignment and Arrears.....	39
15.8	Severability	39
15.9	Section Headings	39
15.10	Disclaimer of Third-Party Beneficiaries.....	40
15.11	Waiver; Course of Dealing	40
15.12	No Waiver of Sovereign Immunity.....	40
15.13	Execution in Counterparts	40
15.14	Entire Contract.....	40
15.15	Survival.....	40
15.16	Scrutinized Companies Lists	40
15.17	Employment Eligibility and Mandatory Use of E-Verify.....	41
15.18	Equal Employment Opportunity	41
15.19	Public Records.....	42
15.20	Confidentiality	43
15.21	Anti-Bribery.....	43
15.22	Truth-In-Negotiation Representation.....	43
15.23	Contingency Fee	43
15.24	Conflict of Interest.....	43
15.25	Compliance with Florida Statute 287.138	44
15.26	Written Notice.....	44

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS 46
DESIGN-BUILD FIRM’S FINAL RELEASE AND WAIVER OF LIEN 47

This Design-Build Agreement (“Contract”) is made this [REDACTED] day of [REDACTED], 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 **T B LANDMARK CONSTRUCTION, INC.** (“Design-Build Firm”), a company authorized to do business in the State of Florida, with its principal offices located at: 11220 New Berlin Rd, Jacksonville, FL 32226, Phone: (904) 591-5801, and E-mail: madams@tblandmark.com, for **RFQ NO: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR 16 WATER RECLAMATION FACILITY TO INTERSTATE 95 AND ELEVATION PARKWAY TO CR 2209**, hereinafter referred to as the “Project”. When referenced together, the County and Design-Build Firm shall collectively be referred to as the “Parties”.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

- a) Notice to Proceed
- b) Fully Executed Change Orders and Amendments to this Agreement
- c) Bonds and Insurance furnished by Design-Build Firm
- d) Specifications and Drawings approved and existing at the time of execution of this Contract
- e) This Design-Build Agreement and all exhibits and/or Attachments hereto;
 - i. Exhibit A - Phase 1 – Preliminary Design Services Proposal, dated July 24, 2024
 - ii. Exhibit B - Utility Connection Details (Sheet C-22)
 - iii. Exhibit C - Aerials of Segments
 - iv. Exhibit D - Cost Share Agreement with the St. Johns River Water Management District
 - v. Exhibit E – Key Personnel
- f) Field Orders signed by the County’s Project Manager
- g) Design Criteria Package, dated 12/06/2023
- h) Request for Qualifications (RFQ) Documents and RFQ Forms with all addenda thereto for RFQ No. 1422.

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

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

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

1.1.5 Design-Build Firm is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of Design-Build Firm and the County. Should Design-Build Firm have any questions concerning interpretation or clarification of the Contract Documents, Design-Build Firm shall submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Design-Build Firm within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Design-Build Firm files a written protest to the County's rendered determination within fourteen (14) calendar days of receipt thereof. Design-Build Firm's protest shall state clearly and in detail the basis thereof. Failure by the Design-Build Firm to protest the County's rendered determination within fourteen (14) calendar days shall constitute a waiver by Design-Build Firm of all its rights to further protest, judicial or otherwise. The County will consider Design-Build Firm's protest and render its decision thereon, in writing, within ten (10) calendar days. If Design-Build Firm does not agree with the County's decision, Design-Build Firm shall deliver written notice to that effect to the County within three (3) business days of receipt of the County's decision.

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

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

1.2 Definitions

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

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

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

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

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

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

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

1.2.7 Contract Price: The sums set forth herein under Article IV, and the GMP Amendment(s), upon execution, shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including, without limitation, income and withholding tax of any kind and sales tax

imposed by the state or by the County and paid by Design-Build Firm or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

performed.

1.2.21 Notice to Proceed (NTPs): Written notice(s) given by the County to Design-Build Firm authorizing Design-Build Firm to proceed with the Design-Build Work and fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates. The Contract Documents may specify more than one Notice to Proceed applicable to different stages and/or portions of the Design-Build Work.

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

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

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

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

1.2.26 Substantial Completion: The stage in the progression of the Work (or phase and/or portion thereof) when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose. Substantial Completion may be further defined and specified for the Work, or portion(s) thereof, in the Contract Documents.

1.2.27 Work: See Design Build-Work above.

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

1.3 Independent Contractor

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

1.4 Design-Build Firm's Continuing Duty

1.4.1 Design-Build Firm shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give written notice, within three (3) business days, to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Design-Build Firm may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Design-Build Firm's compliance with the Contract. The County has provided the Design-Build Firm with a Design Criteria Package, dated 12/06/2023. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO DESIGN-BUILD FIRM CONCERNING SUCH DOCUMENTS.

ARTICLE II THE WORK

2.1 Project Description

2.1.1 Generally. The scope of work for this project shall include the Design, permitting, and installation of one (1) segment of major reclaimed water transmission pipelines as described below:

- Route along SR 16 from Elevation Parkway (just north of the North Outlet Mall entrance) to the east side of the County Road 2209 corridor: Design, permit, and construct a 20" DR25 PVC reclaimed watermain from the north entrance of the outlet mall to the south side of the CR2209 corridor on the north side of the SR16 right of

way. Roads, driveways, and water features will be crossed using a 24" DR11 HDPE HDD. Portions of the route will need to be timbered, cleared and grubbed with all materials hauled off-site, and portions of the route may need to be stabilized for future pipeline maintenance access.

The County is currently securing easements for an additional segment that could be included in this contract at a later date. It is important to note that there is no assurance that the SR16 Water Reclamation Facility (WRF) to the west side of the I-95 segment, as outlined below, will be added to the contract in the future. However, if a mutual agreement is reached, the County plans to amend the contract to encompass the specified segment, contingent upon obtaining the necessary easements and project funding. Information regarding this segment is being shared solely for informational purposes:

- Route from the existing SR16 Water Reclamation Facility (WRF) to the west side of I-95: Design, survey, permit, and construct a 16" DR18 PVC reclaimed watermain south from the WRF, 20" DR11 HDPE horizontal directional drill (HDD) under Cowan Swamp, west through the Green Acres neighborhood, 20" DR11 HDPE horizontal directional drill (HDD) under I-95, and connect to an existing stub out near the entrance to the St. Johns County Sheriff's property. Portions of the route will need to be timbered, cleared and grubbed with all materials hauled off-site, and portions of the route may need to be stabilized for future pipeline maintenance access.

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

2.1.2.1 The Design-Build Firm shall employ the Key Personnel identified in Exhibit "E" who shall not be replaced and who shall remain on the Project until Phase 1 Design and GMP Development Services unless otherwise approved in writing by County.

2.1.3 Phase 2 Final Design, Construction, and Commissioning. Phase 2 Design-Build Work shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project excluding Early Work, the performance of construction services for the Project, the start-up, testing, and commissioning of major reclaimed water transmission pipeline route along SR 16 from Elevation Parkway (just north of the North Outlet Mall entrance) to the east side of the County Road 2209 corridor, and the provision of warranty services, all as further described in the Contract Documents. Upon receipt of Design-Build Firm's GMP proposal for Phase 2, the County, in its sole discretion, may (a) accept Design-Build Firm's GMP proposal and issue a Notice to Proceed with Phase 2 Design-Build Work, or (b) enter into a negotiation with Design-Build Firm to achieve a mutually acceptable GMP, scope and/or schedule on which to proceed.

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

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

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

2.1.4.2 The parties acknowledge that the County's ability to successfully complete the Project may be significantly impacted if the County elects to terminate this Contract at the end of Phase 1 Design and GMP Development rather than

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

2.2 Labor and Materials

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

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

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, between 7:00 AM and 6:00 PM, Monday through Friday. Design-Build Firm will not perform Work on a Saturday, Sunday, or any County-observed holiday, unless otherwise approved in writing by the Project Manager. Design-Build Firm may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld. Design-Build Firm shall seek such prior written consent from the County at the weekly Project meetings or a minimum of two (2) business days in advance of performing any such Work.

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

2.3 Design-Build Firm's Technical Submittals

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

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

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

Submittal.

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

2.4 Project Sequencing/Arrangement

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

2.5 Payment of Costs

Except as otherwise expressly provided, Design-Build Firm shall pay directly all costs and expenses of the Work of any kind or nature whatsoever, including but not limited to all costs of permitting in accordance with Paragraph 2.15.2 below, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.6 Cleaning the Jobsite

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

2.7 Reporting Requirements

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

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

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

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

2.8 Project Meetings

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

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

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

2.9 Title and Risk of Loss

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

2.10 Access to Work

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

2.11 Utilities

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

2.12 Existing Utility Lines

2.12.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Design-Build Firm shall notify the Project Manager in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

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

2.13 Taxes

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

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

2.14 Publicity and Advertising

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

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

2.15 County Furnished Items

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

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

2.16 Direct Purchase Program

2.16.1 The County is tax exempt and may elect to implement a direct purchase program whereby it may purchase materials and equipment directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." Direct Purchase Materials shall be governed by the State of Florida Department of Revenue Rule, 12A-1.094 ("DOR Rule"), the terms herein, and the County's policies on the subject in effect at the time Design-Build Firm commences construction of the Project.

2.16.2 Design-Build Firm acknowledges that the County's target savings to be achieved by Direct Purchases is ten (10%) of the total overall cost of this Contract. Design-Build Firm agrees to make its best professional effort to achieve the County's target savings through Direct Purchases. Should the County determine that the Design-Build Firm 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 Design-Build Firm's ability to meet the target savings, then the County shall be entitled to recover from the Design-Build Firm, the amount of such missed tax savings.

2.16.3 For each direct purchase, the Design-Build Firm 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 Design-Build Firm 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. The Design-Build Firm's Fee shall not apply to the purchase price or the sales tax associated with the Direct Purchase Materials.

2.16.4 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 Design-Build Firm, 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 Design-Build Firm 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 Design-Build Firm shall provide County with a written list of all potential Direct Purchase Materials and any other information required by the County with respect to each direct purchase. The Design-Build Firm shall also provide the County with monthly reports pertaining to the "Direct Purchase Materials." Notwithstanding the fact that the Supplier's invoice must be issued directly to the County as provided above, the Design-Build Firm shall be responsible for obtaining a copy of all Direct Purchase Materials' invoices from the 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.

2.16.5 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 been applied. **ISSUANCE OF THE PURCHASE ORDERS BY THE COUNTY DOES NOT CHANGE ANY OF THE DESIGN-BUILD FIRM'S RESPONSIBILITIES REGARDING THE RECEIVING AND INSTALLATION OF THE MATERIALS PURCHASED.** The Design-Build Firm remains fully responsible for all other obligations it has under the terms of this Contract.

2.17 County's Separate Contractors

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

2.18 Post Construction Audit

2.18.1 Within six (6) calendar months of the County's certification of the Project being Substantially Complete, the County will have the option to request the Design-Build Firm must have a complete Post Construction Audit performed by a third-party acceptable to the County. The Design-Build Firm must comply with the Post Construction Audit requirements if requested by the County. The audit must include a complete review of the Design-Build Firm'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.

2.18.2 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 Design-Build Firm.

2.18.3 If the confirmed audit findings determine that Design-Build Firm overcharged the County, the Design-Build firm 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, Design-Build Firm shall pay the costs of the Audit, and shall pay

to the County the Overcharged Amount.

2.18.3.1 County may recover the Overcharged Amount and the costs of the Audit, if applicable, from any amount due or owing Design-Build Firm with regard to the Project or under any other agreement between the Design-Build Firm and the County. If such amounts owed Design-Build Firm are insufficient to cover the Overcharged Amount and costs of the Audit, as applicable, then Design-Build Firm 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 two (2) Phases as provided herein. The Work under this Contract is separated into two (2) Phases, which shall be completed in accordance with the following provisions:

3.1.1 Phase 1 Design and GMP Development. Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall submit the GMP Proposal to the County within **one hundred fifty (150)** consecutive calendar days from the commencement date of the Work. All Phase 1 Work shall be completed for Phase 1 within one hundred eighty (180) consecutive calendar days from the commencement date unless otherwise amended in accordance with the Contract.

3.1.2 Phase 2 Final Design, Construction, and Commissioning. Design-Build Firm shall commence the Work under Phase 2 within ten (10) calendar days following receipt of the fully executed GMP Amendment and Recorded Construction Bond and shall substantially complete all Work within **four hundred fifty (450)** consecutive calendar days (Substantial Completion) from the original commencement date for Phase 1 services. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion unless otherwise agreed to by the Parties in writing.

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

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

3.1.3.5 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act and provide to the Design-Build Firm within three (3) business days of certification of Substantial Completion. Unless otherwise mutually agreed, the punch list items shall be corrected by Design-Build Firm within the timeframe provided to reach Final Completion, and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Design-Build Firm to complete the Work pursuant to this Contract.

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

3.1.4 Design-Build Firm, prior to commencing Phase 2 Final Design, Construction, and Commissioning shall submit to the Project Manager for his/her information, Design-Build Firm's Project schedule for completing the Design Build Work. Design-Build Firm's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Phase 2 Design-Build Work. By way of illustration and not exclusion, Design-Build Firm's schedule shall: (1) contain sufficient activities to assure adequate planning for all phases of the Phase 2 Design-Build Work, (2) include approved changes to the Phase 2 Design-Build Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraphs 3.1.1 and 3.1.2 above, Design-Build Firm shall submit a request

for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Design-Build Firm to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

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

3.3 Liquidated Damages

3.3.1 Execution of this Contract by Design-Build Firm shall constitute Design-Build Firm’s acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Phase 2 Design-Build Work required is delayed beyond the time limit for achieving Substantial Completion and Final Completion as specified in Paragraphs 3.1.1 and 3.1.2 above. Design-Build Firm and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

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

Design-Build Work	Substantial Completion	Final Completion
Phase 2 Final Design, Construction, and Commissioning	\$4,687.00 per day	\$4,687.00 per day

The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Design-Build Firm failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County’s rights of termination and Design-Build Firm’s obligation to complete the Work.

3.3.3 The total amount of liquidated damages for delay associated with the Design-Build Firm’s failure to achieve Substantial Completion and/or Final Completion within the Contract Time, as may be extended pursuant to Paragraph 9.2 of this Contract, shall not exceed a cumulative total of **\$843,660.00**. Such Liquidated Damages are not intended to, and do not, liquidate Design-Build Firm’s liability under the indemnification provisions of Section 12.4 even though third-party Claims against the Indemnified Party may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

3.4 Disclaimer of Consequential Damages

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

3.5 DELAYS TO THE WORK

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

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

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

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

4.1.2 Compensation for Phase 1 Design and GMP Development Work shall be a lump sum amount not-to-exceed **One Million Two Hundred Sixty-Seven Thousand Five Hundred Fifty-Four Dollars and Zero Cents (\$1,267,554.00)**, as provided in Exhibit "A". Any lump sum amounts shall constitute full payment for satisfactory performance of the Phase 1 Work including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subcontractors (includes design consultants), and any other expense or cost of whatever nature incurred by the Design-Build Firm as may be required and/or necessary to complete the Phase 1 Work and agreed to in writing by both parties to this Contract. Design-Build Firm shall be entitled to monthly progress payments in proportion to the percentage of the completed Phase 1 Work. Payments made to Design-Build Firm pursuant to this Contract for Phase 1 Work shall be the sole and complete compensation to which Design-Build Firm is entitled.

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

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

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

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

4.1.3 Compensation for Phase 2 Final Design, Construction and Commissioning Work shall be a Guaranteed Maximum Price that shall consist of the sum of Allowable and Reimbursable Costs, Design-Build Firm's Fee, and Construction Contingency. The Guaranteed Maximum Price shall be developed and submitted to the County in accordance with the requirements set forth herein. Pursuant to Article II of this Contract, in the event the County elects to negotiate and/or accept the submitted Guaranteed Maximum Price Proposal, a GMP Amendment shall be issued and executed by both parties. The GMP as defined herein is the maximum price the County will pay to Design-Build Firm as payment for all of Phase 2 Design-Build Work and is guaranteed by the Design-Build Firm to be the maximum price it will charge to fully and satisfactorily complete all Phase 2 Design-Build Work of the Project.

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

- a) A list of drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;
- b) A list of assumptions and clarifications made by Design-Build Firm in preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;
- c) Detailed cost estimates by trade categories, contingency and other items and Design-Build Firm's Fee that

- comprise the GMP;
- d) Procurement Plan, Subcontract Plan, and Bidding Procedures;
 - e) The date of Substantial Completion upon which the proposed GMP is based, to the extent said date has not already been established under Article III of this Contract, and the Schedule for Work upon which the date of Substantial Completion is based;
 - f) A schedule of applicable alternate prices;
 - g) A schedule of unit prices and allowance items, provided however, that only such allowances as are agreed to by the County shall be included;
 - h) Submit Revised Exhibit "E," Design-Build Firm's Key Personnel designated for Phase 2 of the Project, including Design-Build Firm's Authorized Representative, if different than Phase 1;
 - i) Risk Registry; and
 - j) The timeframe by which the GMP Proposal shall remain valid for consideration by the County.

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

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

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

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

4.1.3.5 The County reserves the right to request, and Design-Build Firm 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 Design-Build Firm shall provide such reports to the County within five (5) business days of any such request.

4.1.4 Design-Build Firm's Fee. The Design-Build Firm's Fee shall not exceed **Six Percent (6%)** of the sum of the Allowable Costs provided in the GMP Proposal and included in the GMP Amendment. The Design-Build Firm's Fee rate established in the GMP Amendment shall be applied to approved Change Orders issued by the County. In the event however, that the cumulative adjustments to the Contract Price exceed twenty five percent (25%) of the original GMP, the Design-Build Firm's Fee shall be subject to renegotiation.

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

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

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

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

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

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

- (1) Wages of direct employees of Design-Build Firm performing the Work at the Jobsite, or with the County's agreement, at locations off the Jobsite, provided however, that the costs for those employees of Design-Build Firm performing design services shall be calculated on the basis of prevailing market rates for design professional performing such services, or, if applicable, those rates set forth in an exhibit to this Contract.
- (2) Wages or salaries of Design-Build Firm's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Jobsite or working off-site to assist in the production or transportation of material and equipment necessary for the Work.
- (3) Wages or salaries of Design-Build Firm's personnel stationed at Design-Build Firm's principal or branch offices and performing design and Project administration functions. However, such costs shall be excluded from Design-Build Firm's Fee.
- (4) Costs incurred by Design-Build Firm for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining Contracts, or which are customarily paid by Design-Build Firm, to the extent such costs are based on wages and salaries paid to employees of Design-Build Firm in performance of the Work on this Contract.
- (5) The reasonable portion of the cost of travel, accommodations and meals for Design-Build Firm's personnel necessarily and directly incurred in connection with the performance of the Work, provided the costs are agreed to by both Parties.
- (6) Payments properly made by Design-Build Firm to Subcontractors (including design consultants) for performance of portions of the Work, including bond premiums incurred by such Subcontractors for Subcontracts over \$100,000.
- (7) Costs of Design-Build Firm's self-performed Work to the extent such self-performed Work is identified in

Design-Build Firm's Procurement and Subcontract Plan and authorized by the County.

- (8) Costs incurred by Design-Build Firm in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work resulted from causes other than the fault or negligence of the Design-Build Firm, or those working by or through Design-Build Firm. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Design-Build Firm shall use its best efforts to obtain recovery from the appropriate source and credit County if recovery is obtained.
- (9) Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- (10) Costs of removal of all nonhazardous substances, debris and waste materials from the Jobsite.
- (11) Costs incurred in establishing, operating and demobilizing the Jobsite office and other temporary facilities necessary for the performance of the Work.
- (12) Rental charges for all necessary machinery and equipment rented from an outside company (exclusive of hand tools owned by the workers, used at the Jobsite), including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs at prevailing competitive rates for similar machinery and equipment in the Jobsite vicinity and incurred in the performance of the Work.
- (13) Rental charges for Design-Build Firm's equipment. Any such rental charges shall be solely based on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the County will be based on one-half the derived hourly rate under this subsection.
- (14) All fuel and utility costs incurred in the performance of the Work.
- (15) Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- (16) Costs for permits, royalties, licenses, tests and inspections incurred by Design-Build Firm as a requirement of the Contract Documents.
- (17) Anticipated costs for providing any extended warranties exercised by the County pursuant to Paragraph 12.3 below.
- (18) Legal costs and court costs reasonably arising from Design-Build Firm's performance of the Work, provided such costs do not arise from disputes between the County and Design-Build Firm.
- (19) The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by the County, paying legal judgments against Design-Build Firm resulting from such suits or claims, and paying settlements made with County's consent.
- (20) Deposits which are lost, as caused by the County.
- (21) Accounting and data processing costs related to the Work.

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

- (1) Performance and Payment Bonds;
- (2) Warranty Bonds;
- (3) Permit Fees;
- (4) Insurance Premiums

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

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

- (8) Costs due to the fault or negligence of the Design-Build Firm, its sub-contractors, and/or anyone directly or indirectly employed by Design-Build Firm or its sub-contractors, or for whose acts Design-Build Firm 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.

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

4.2 Schedule of Values

4.2.1 Prior to the commencement of Phase 1 Design and GMP Development (and within thirty (30) calendar days after receipt of the GMP Amendment for Phase 2 Final Design, Construction, and Commissioning), Design-Build Firm shall submit to the County and to the Project Manager a Schedule(s) of Values allocating the Contract Price to the various portions of the Work, if such Schedule of Values is not already provided in Exhibit "A" or the GMP Proposal. Design-Build Firm's Schedule(s) of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Design-Build Firm shall not imbalance the Schedule(s) of Values nor artificially inflate any element thereof.

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

4.3 Measurement and Payment

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

4.4 Progress Payments

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

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

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

4.4.2 On or before the fifteenth (15th) day of each calendar month, or as otherwise agreed to by the Parties, Design-Build Firm shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Design-Build Firm. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Design-Build Firm to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

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

4.4.4 The County may withhold from each progress payment made to Design-Build Firm an amount not to exceed five (5%) percent of payment as retainage until all Work is fifty percent (50%) complete, at which point the County shall not withhold additional retainage. Upon Substantial Completion, the County shall release all retainage withheld to the Design-Build Firm except for an amount equal to one hundred fifty percent (150%) of the cost of remaining work. As components of the Work are completed, the remaining retainage shall be released, provided there are no circumstances which would cause the County to withhold the retainage. In the event the County has issued a Notice of Default, or assesses liquidated damages, the County may elect not to reduce the amount of retainage withheld. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Design-Build Firm, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Design-Build Firm.

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

4.5 Application for Payment

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

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

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

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

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

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

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

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

4.5.4 Design-Build Firm must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Design-Build Firm, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Design-Build Firm's Subcontractors or suppliers without advance notice to or consent of Design-Build Firm. If joint checks are issued following claims by Design-Build Firm's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Design-Build Firm. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

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

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

4.6 Withheld Payment

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

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

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

4.7 Final Inspection (Phase 2 Design and Construction)

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

- a) All general construction completed, including but not limited to passing pressure and wire locate tests and any and all connections are documented;
- b) The pipeline is placed into service;
- c) Project Jobsite cleared of Design-Build Firm's excess equipment, storage shacks, trailers, and/or building supplies;
- d) Project record Drawings and Specifications submitted in accordance with the Contract Documents;
- e) Preliminary as-built drawings submitted;

- f) All applicable permits required for use provided and completed to the satisfaction of the issuing agency;
- g) The project corridor has been graded and grassed, where applicable, and cleaned of all trash;
- h) All operations and maintenance manuals, training literature, and software for all equipment provided;
- i) Maintenance of traffic barricades, cones, barrels, etc. have been removed; and
- j) Manufacturers' certifications and warranties provided; and
- k) All required spare parts and special tools provided.

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

4.8 Final Payment

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

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

- 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 Design-Build Firm;
- 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.

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

4.8.2.2 In the event Design-Build Firm fails to make a Final Application for Payment, or to resubmit a Final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Design-Build Firm. The County may set off against the

final payment any amounts due to County from Design-Build Firm arising out of or under this or any other Contract between them.

ARTICLE V DESIGN-BUILD FIRM RESPONSIBILITIES

5.1 Performance

5.1.1 Design-Build Firm warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Design-Build Firm's ability to satisfy its contractual obligations hereunder. Design-Build Firm warrants that neither it nor any Subcontractor is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Design-Build Firm shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

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

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

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

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

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

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

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Design-Build Firm shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Design-Build Firm ("Authorized Representative") during all phases of the Design-Build Work. All communications given to the Authorized Representative shall be binding upon Design-Build Firm. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 15.26 titled "Written Notice". Any such addition, removal or change is subject to the County's approval.

5.2.2 At all times during Phase 2 Final Design, Construction, and Commissioning, Design-Build Firm shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

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

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

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

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

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

5.3.6 Drug Free Workplace. By signing this Contract, Design-Build Firm agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Design-Build Firm's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

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

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

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

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

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

5.4 Ownership of Work Product

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

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

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

6.1.2 The County and Design-Build Firm shall communicate with each other in the first instance through the Project Manager.

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

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

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

Build Firm's expense.

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

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

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

7.1.3 Design-Build Firm shall retain full responsibility to the County for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Design-Build Firm.

7.1.4 Design- Build Firm shall give personal attention to fulfillment of the Contract and shall keep the Work under Design-Build Firm's control. When any Subcontractor fails to execute a portion of the Work in a manner not consistent with the Contract Documents and industry standards, County may provide written notice to Design-Build Firm that it desires the Subcontractor to be terminated unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Build Firm's receipt of such notice. If Design-Build Firm fails to cure, or reasonable commence to cure, such problem, then County may give a second written notice to Design-Build Firm, and Design-Build Firm shall remove such Subcontractor immediately, and the Subcontractor shall not again be employed on the Project. The County shall not be responsible for added costs to the Design-Build Firm, if any, of employing such replacement. The County will not entertain requests to arbitrate disputes among Subcontractors or between Design-Build Firm and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

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

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

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

- a) The name and address of the Contractor and any legal counsel; and
- b) The address to which the Director of Purchasing & Contracts should send their final decision; and
- c) Identification of the final adverse decision or document that is the subject of the contract claim; and
- d) Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome; and
- e) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- f) A statement of the grounds for each issue raised in the contract claim; and
- g) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Design-Build Firm deems applicable to the issues raised in the claim.

8.1.4 During the Director of Purchasing & Contracts' review of the contract claim, the Director of Purchasing & Contracts may request additional information from either party. The parties are to provide the Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of any party to timely comply may result in resolution of the claim without consideration of the requested information.

8.1.5 The Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Director of Purchasing & Contracts shall be sent to the Design-Build Firm to the notice address listed herein or by such other means as agreed to by the parties.

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

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Design-Build Firm agrees to promptly comply with such orders and proceed

with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Design-Build Firm believes that acts or omissions of the County constitute a change to the Work, Design-Build Firm shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Design-Build Firm's written notice must be furnished within seven (7) calendar days of the commencement of the event giving rise to the claim or Design-Build Firm's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Design-Build Firm's knowledge of the claim, Design-Build Firm shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Design-Build Firm shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Design-Build Firm is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Design-Build Firm if a claim for an extension is submitted in accordance with Section 9.1.2 above.

9.2.2 If Design-Build Firm is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Design-Build Firm's reasonable control and not attributable to Design-Build Firm or Design-Build Firm's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather or named storms shall be submitted as a request for a change in the Contract Time pursuant to paragraph 9.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Design-Build Firm's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Design-Build Firm shall take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Design-Build Firm to additional Contract Time.

9.3 Changes in the Contract Price

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

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

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

9.3.3 If no mutual agreement occurs between the County and Design-Build Firm, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Design-Build Firm shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or

equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Design-Build Firm that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Design-Build Firm's home office or other non-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 Design-Build Firm based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Design-Build Firm representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Design-Build Firm for claims of third parties, including Subcontractors, unless and until liability of Design-Build Firm has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

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

9.5 Notice to Sureties

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

9.6 Hazardous Waste Mitigation

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

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

9.7 Differing Site Conditions

If during the course of the Work, Design-Build Firm encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Design-Build Firm, without disturbing the conditions and before performing any Work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Design-Build Firm's written notice, investigate the site conditions identified by Design-Build Firm. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Design-Build Firm's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Design-Build Firm may submit a proposal for an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Design-Build Firm cannot agree

on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Director of Purchasing and Contracts for determination in accordance with the provisions of Article 8. No request by Design-Build Firm for an equitable adjustment to this Contract under this provision shall be allowed unless Design-Build Firm has given written notice to the Project Manager in strict accordance with the provisions of this Article. **NO REQUEST FOR AN EQUITABLE ADJUSTMENT OR CHANGE TO THE CONTRACT PRICE OR CONTRACT TIME FOR DIFFERING SITE CONDITIONS SHALL BE ALLOWED IF MADE AFTER THE DATE CERTIFIED BY THE PROJECT MANAGER AS THE DATE OF SUBSTANTIAL COMPLETION.**

The failure by Design-Build Firm to provide written notice as provided in this Paragraph 9.7 shall constitute a waiver by Design-Build Firm of any Claim arising out of or relating to such concealed or unknown condition.

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

10.1 Uncovering Work

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

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

10.2 Right to Stop Work

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

10.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Design-Build Firm to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Design-Build Firm's ability to meet the authorized Contract Time, Design-Build Firm and County shall negotiate and agree upon any Change Orders for Contract Time and/or Contract Price. Design-Build Firm shall not be entitled to an adjustment to the Contract Time to the extent

that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Design-Build Firm is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Design-Build Firm may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

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

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

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

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

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

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

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

11.2.5 For purposes of this Termination provision, Design-Build Firm shall be deemed in default if Design-Build Firm (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Design-Build Firm, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery

thereon owned by Design-Build Firm and may finish the Work by whatever methods it may deem expedient. In such case, Design-Build Firm shall not be entitled to receive any further payment until the Work is finished.

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

11.2.7 If, after termination by the County for Design-Build Firm's default, it is determined by a Court of competent jurisdiction that Design-Build Firm was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII STANDARD OF CARE, WARRANTY AND INDEMNITY

12.1 Standard of Care

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

12.2 Warranty

12.2.1 Design-Build Firm warrants to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only Work that is in compliance with the Contract Documents, aligns with industry standards, and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.2.2 Design-Build Firm warrants all Design Build Work, including all completed materials, equipment, systems and structures comprising the Project shall be free of defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Substantial Completion. Design-Build Firm shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Design-Build Firm shall act sooner as requested by the County in response to an emergency. In addition, Design-Build Firm shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Design-Build Firm's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work, but in no case shall be greater than two years from the date of Substantial Completion.

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

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

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

12.3 Extended Equipment Warranty

During Phase 1 Design and GMP Development, Design-Build Firm shall provide the County an option for extended warranties (in addition to a standard manufacturer's warranty) on certain materials, equipment, and/or systems ("Equipment") as requested by the County for Design-Build Firm furnished equipment. At the time of providing the option, Design-Build Firm also shall provide information as to the duration of such warranties, the price for such extended warranties (which shall be developed using the same pricing methodology as the pricing for the Equipment to which such extended warranties apply) and any special terms applicable to such extended warranties (each, an "Extended Equipment Warranty"). Design-Build Firm shall also include a provision whereby such Extended Equipment Warranty shall be assigned to the County at the end of the first year of the warranty phase. The County shall have the right to exercise its option for any such Extended Equipment Warranty within the time period specified for the exercise of the option by the Equipment vendor. The cost of the Extended Equipment Warranty shall be included in the GMP Proposals. Extended warranties for Direct Purchase Materials shall be included in the purchase orders described in Paragraph 2.16 above.

12.4 Indemnity

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

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

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

12.4.4 In Claims against any person or entity indemnified hereunder by an employee of Design-Build Firm, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.4 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Design-Build Firm or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

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

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

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

12.4.8 Design-Build Firm shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the operation or use of the Work, or any part thereof, or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights. Design-Build Firm agrees to keep the County informed of all developments in the defense of all such actions.

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

12.5 Indemnification and Subcontracts

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

ARTICLE XIII INSURANCE AND BONDS

13.1 Design-Build Firm's Insurance Requirements

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

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

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Design-Build Firm including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Design-Build Firm may have to the County or others. Nothing in this Contract limits Design-Build Firm to the minimum required insurance coverages found in this Article 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 include each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the additional insured endorsement for the required coverages must accompany the certificate of insurance.

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

13.3 Workers Compensation & Employers Liability

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

13.4 Commercial General Liability

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

13.5 Automobile Liability

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

13.6 Professional Liability

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

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

13.7 Builders Risk

13.7.1 Prior to commencing construction work, Design-Build Firm shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

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

13.7.3 The Builder's Risk insurance shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).

- a. cover, as insured property, at least the following:
 - i. the Work, which shall specifically include all pipeline work and associated underground work performed by Design-Build Firm, or any subcontractors, and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property;
 - ii. spare parts inventory required within the scope of the Contract; and
 - iii. temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- b. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- c. include (i) performance/start-up and hot testing; (ii) a minimum limit of \$250,000 of soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

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

13.8 Excess Liability

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

13.9 Other Requirements

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

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

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

13.10 Payment and Performance Bonds

Design-Build Firm shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount equal to the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder (including the costs of design and non-construction services), and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Design-Build Firm until Design-Build Firm has provided the County a certified copy of the recorded bond.

ARTICLE XIV DELIVERY OF DOCUMENTS

14.1 Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 15.26 below, the Design-Build Firm agrees all Submittals, Work Product and other documents required by the Contract Documents shall be submitted to the County electronically in any standard interchange software and file naming/format which the County may reasonably request to facilitate the administration and enforcement of this Contract. The cost for preparation and submittal of the foregoing documents is included in the Contract Price.

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

ARTICLE XV MISCELLANEOUS

15.1 Examination of Design-Build Firm's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers, records

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

15.2 Backcharges

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

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

15.3 Applicable Law

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

15.4 Governing Law & Venue

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

15.5 Arbitration

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

15.6 Enforcement Costs

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

15.7 Assignment and Arrears

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

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

15.8 Severability

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

15.9 Section Headings

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

15.10 Disclaimer of Third-Party Beneficiaries

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

15.11 Waiver; Course of Dealing

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

15.12 No Waiver of Sovereign Immunity

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

15.13 Execution in Counterparts

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

15.14 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Design-Build Firm relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

15.15 Survival

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

15.16 Scrutinized Companies Lists

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

or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

15.17 Employment Eligibility and Mandatory Use of E-Verify

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

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

15.18 Equal Employment Opportunity

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

15.18.1 Design-Build Firm will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identify or expression, familial status or genetic information. Design-Build Firm will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Design-Build Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

15.18.3 Design-Build Firm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have

access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Design-Build Firm's legal duty to furnish information.

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

15.18.5 Design-Build Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

15.18.8 Design-Build Firm will include the provisions of paragraphs 14.19.1 through 14.19.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Design-Build Firm will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Design-Build Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Design-Build Firm may request the United States to enter into such litigation to protect the interest of the United States.

15.19 Public Records

15.19.1 Design-Build Firm shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Design-Build Firm does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Design-Build Firm or keep and maintain for inspection and copying all public records required by the County to perform the Work.

15.19.2 If Design-Build Firm, upon expiration of this Contract or earlier termination thereof:

- i) transfers all public records to the County, Design-Build Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records,

Design-Build Firm shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF DESIGN-BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](https://www.sjcfl.us/500-SAN-SEBASTIAN-VIEW-ST-AUGUSTINE-FLORIDA-32084)

15.20 Confidentiality

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

15.21 Anti-Bribery

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

15.22 Truth-In-Negotiation Representation

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

15.23 Contingency Fee

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

15.24 Conflict of Interest

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

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

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

shall be deemed not in conflict of interest with respect to services provided to the County by the Design-Build Firm under the terms of this Contract.

15.25 COMPLIANCE WITH FLORIDA STATUTE 287.138

15.25.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Design-Build Firm access to personal identifiable information if: 1) the Design-Build Firm 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 Design-Build Firm 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.

15.25.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Design-Build Firm may access, receive, transmit, or maintain personal identifiable information under this Agreement, Design-Build Firm must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Design-Build Firm 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.

15.26 Written Notice

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

- i. Hand delivered to Design-Build Firm’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jamie Locklear
jlocklear@sjcfl.us

T B Landmark Construction, Inc.
11220 New Berlin Rd
Jacksonville, FL 32226
Attn: Martin Adams
Email Address: madams@tblandmark.com

With a copy to:

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

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

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

County

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

By: _____
Signature of Authorized Representative

Printed Name

Title

Date of Execution

ATTEST:
St. Johns County, Florida
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution

Design-Build Firm

T B Landmark Construction, Inc. (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	
Project Title:	

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

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

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

Dated _____, 20__

Design-Build Firm _____

By: _____
 (Signature)

By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

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

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)
 My commission expires:

FORM 2

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

County: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Design-Build Firm Name:
Project:	Design-Build Firm Address:
Project Address:	Design-Build Firm License No.:
Payment Amount:	Amount of Disputed Claims:

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

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

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

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

None

Signed this __ day of _____, 20__

_____ Design-Build Firm/Company Name

By:

_____ Signature

_____ Printed Name

_____ Title

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



July 24, 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: 1422 PHASE 1-PRELIMINARY DESIGN SERVICES

Dear Mr. Matus:

TB Landmark Construction, Inc., is pleased to provide the following draft documents as requested:

Exhibit A – Phase 1 Preliminary Design Services Proposal, dated July 24, 2024

Exhibit E – Key Personnel

We accept the proposed design-build firm fee of 6%.

We look forward to meeting with you to review the draft documents, refining the scope, and finalizing the fee.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Martin Adams', is written over a light blue horizontal line.

Martin Adams, General Manager
TB Landmark Construction, Inc.

EXHIBIT A

PHASE 1 PROPOSAL

- SCOPE
- FEE (EXHIBIT A1)
- SUBCONSULTANT QUOTES

Exhibit A
Phase 1 – Preliminary Design Services Proposal
July 24, 2024

Design-Build
Pre-Construction Phase Services

**Reclaimed Water Main Along State Road 16 From Elevation Parkway To The East
Side Of The County Road 2209 Corridor**

St. Johns County Utility Department
St. Augustine, Florida
Project No. 1422

INTENT

This proposal summarizes the services that will be performed by TB Landmark, the Design-Build firm (DB), and the deliverables that will be provided by the DB pursuant to the Agreement. The terms contained in this proposal have all the meanings set forth in the Agreement unless otherwise defined herein.

BACKGROUND

The Project will include design, permitting, clearing, grubbing, and debris removal for, and installation of, approximately 21,465 feet of 20" reclaimed water main (RCWM). The RCWM will extend from approximately 500 feet west of the Senior Living at The Greens facility to approximately 200 feet east of Tadpole Prep along SR16 west of I-95. Property easements along the proposed route will not be required. All pipe, appurtenances, and access roads will be constructed within the existing FDOT right-of-way. The proposed route of the new pipeline will be within an approximate 35-foot wide corridor adjacent to the northern most limits of the right-of-way to be cleared and grubbed by the DB. The pipeline construction traverses several wetlands and driveways which will require installation using the horizontal directional drill (HDD) method.

SCOPE OF SERVICES

The DB shall provide the following preconstruction phase services:

TASK 1 – PROJECT ADMINISTRATION

1.1 PROJECT MANAGEMENT

The DB will develop a Project Management Plan (PMP) and will set up a project specific electronic filing, or document management, system. Monthly invoicing and progress reporting templates will be established. The PMP will also include a template for weekly reporting of work performed.

Kick Off Meeting – The DB will lead a project kick-off meeting with the County. This will include an introduction of the DB team; discussion of County goals; reporting structure; project meetings; County expectations; review of preconstruction scope; review of electronic project document control site; and discussion of project schedule and budget. The DB will facilitate the meeting and document/distribute meeting minutes. The meeting will be held at the County's office.

Project Coordination Meetings – The DB will facilitate up to twelve (12) bi-weekly coordination meetings with the County. The DB will facilitate the meeting and document/distribute meeting minutes. Meeting formats may include in-person, virtual, and/or hybrid. In-person meetings will be held at the County's office.

Internal Design Meetings – The DB will hold internal review meetings with the project team on at least a bi-weekly basis. Meetings will discuss design updates, project updates, scope revisions, constructability, value engineering, schedule, budget and other items identified by the design team.

Risk Workshop – The DB will facilitate a risk workshop with the County. The goal of the workshop is to identify major project risks and evaluate how they should best be mitigated or assigned. The DB will create minutes from this meeting, including action plans, and distribute these to the County. The workshop will be held at the County's office.

Project administration shall also include maintenance of the electronic project document control site, preparation of monthly invoices, creation and distribution of weekly progress reports, and creation and distribution of minutes for the above referenced meetings and workshops.

TASK 2 – DATA REVIEW AND EVALUATION

2.1 DATA REVIEW AND EVALUATION

Site reconnaissance – The DB will conduct a visual and photographic reconnaissance of the proposed construction areas. Photos will be stored as electronic project documentation of pre-construction activities.

As-Built Review – DB shall review existing reports, as-built drawings, permits, permit applications, and survey information provided by the County. This includes hard copy documents and any electronic documents made available by the County (survey, drawings, borings, as-builts). DB will create a log of documents received and will submit a request for additional documents, as required.

TASK 3 – PERMITTING

3.1 PERMITTING

The DB will prepare permits for signature, where required, by the County. A pre-application meeting will be conducted with each regulatory agency prior to submission of the respective permit applications.

The following permits are anticipated:

- FDEP
- FDOT Right of Way
- Environmental Resource Permit
- State 404

The scope includes responses for up to two (2) Requests for Additional Information (RAI) for each permit application. The scope also includes payment of permit application fees.

TASK 4 – DESIGN AND CONSTRUCTABILITY REVIEW

4.1 DESIGN PHASE REVIEW

The design will be based on the route designated in the Design Criteria Package (DCP) provided by the County and assumes that all construction phase activities will occur within FDOT right-of-way. The County has requested 30%, 60%, 90%, and 100% design submittals and reviews.

30% Design

The horizontal alignment within the route designated by the County will be refined based on the results of visual field observations, wetlands delineation, and geotechnical reports. Recommended construction techniques (i.e., open cut or HDD) will be provided.

Proposed clearing/grubbing limits and locations of stabilized access roads for future operation and maintenance of the pipeline and valves will also be provided.

A conceptual level Guaranteed Maximum Price (GMP) will be provided with the 30% review set.

60% Design

Contract documents will be advanced to a 60% review set based on County input from the 30% review meeting. The drawings will include plan and profile views of the proposed RCWM. Locations of proposed valves, including air release valves, will also be proposed for acceptance by the County.

DB to utilize BoreAid®, or similar design software, for each proposed HDD to optimize geometry and minimize potential for inadvertent releases (Frac-Out).

Technical specifications for materials or work products not included as part of the County's standards will be provided for County review and acceptance. Materials and work products that are included in the County's standards will be noted on the drawings. Full technical specifications

are not included in the scope.

Locations of proposed SUE designates, and test holes will be prepared for County review.

The design does not include hydraulic or transient modeling and assumes the pipe size requested by the County is adequate for the intended purpose.

90% Design

Contract documents will be advanced to a 90% review set based on County input from the 60% review meeting and comments received from regulatory agencies as part of the permitting process. The 90% set will also include proposed maintenance of traffic (MOT) plans for critical segments that may impact the community.

A GMP will be prepared based on the accepted 90% review set. The GMP will include recommendations for potential early works packages and owner direct purchases.

100% Design

Contract documents will be advanced to a 100% review set based on County input from the 90% review meeting. The 100% set will include MOT revisions based on input from community outreach activities, if applicable.

Subsequent to each design submittal the DB will perform the following reviews of the documents to assist with the design progression:

- Constructability review
- Value engineering review
- Options to gain efficiency in project delivery

The DB will provide "field spot checks" to corroborate the general accuracy of the survey provided by the County. This will be required as the Successor Engineer of Record for the preliminary design provided by the County in the Design Criteria Package. However, the DB is not responsible for the overall accuracy of the survey or design/construction issues related to errors or omissions in the work product performed by others. The scope also assumes that written consent will be provided by the licensed surveyor that performed the existing survey to allow the DB to reuse the work product pursuant to F.A.C. 5J-17.

An allowance has been provided that includes additional services, surveying, geotechnical investigations, and/or SUE if needed, for additional details to support permitting or design; resolve potential conflicts; and/or to document changed conditions.

4.2 ENVIRONMENTAL

DB shall include the services of an environmental firm to delineate wetlands and determine the existence of threatened /endangered species along the proposed route of the new RCWM. Refer to Attachment A for a proposal that delineates proposed services. The scope assumes that wetland mitigation will not be required.

A limited field survey to locate wetland delineation flags will be provided by the DB.

4.3 GEOTECHNICAL

DB shall include the services of a geotechnical firm to perform soil testing along the proposed route of the new RCWM. It is anticipated the DB will perform 12 – 25 feet deep borings and 24 – 10 feet deep borings. The borings will support HDD design, evaluate the presence of suitable fill, and provide approximate groundwater elevations. Refer to Attachment B for a proposal that delineates proposed services. The scope assumes that boring locations for proposed open cut will be accessible by a standard drill rig. Boring locations for proposed HDD will be accessible by a wide track crawler drill rig to minimize the disturbance. It is anticipated that less than 0.5 acres of wetlands will be disturbed therefore it is assumed that no environmental permits will be required for this work. Clearing will be limited to an area from the FDOT roadway to the set up and staging of the drilling investigations.

A limited field survey to locate boring locations will be provided by the DB. No MOT will be required for access of the soil boring locations.

4.4 SUBSURFACE UTILITY EXPLORATION (SUE)

DB shall perform Subsurface Utility Exploration (SUE) in select areas where the RCWM may be in conflict with existing utilities. DB shall coordinate with franchise agencies and public utility owners identified within the route. A maximum of 40 test holes are included in the scope and assumes that SUE locations will be accessible by a 4-wheel drive vehicle. Additional locates may be performed as an Allowance of \$800 per hole for Hard Surfaces and \$600 per hole for Soft Surfaces with a minimum of 5 Holes to be explored per mobilization.

4.5 MAINTENANCE OF TRAFFIC

Proposed Maintenance of Traffic (MOT) plans will be developed for critical segments that may impact the community. This includes ingress and egress of construction equipment and material suppliers. Refer to Attachment C for a proposal that delineates proposed services.

TASK 5 – GUARANTEED MAXIMUM PRICE SUBMITTAL

5.1 GMP PROPOSAL

The DB will submit a Guaranteed Maximum Price (GMP) proposal with the 90% design submittal. The GMP will include assumptions, clarifications, pricing breakdown, reference documents, a project schedule, and other items requested by the County. The DB and the County will meet to review the proposal. The meeting will be held in conjunction with one of the bi-weekly progress meetings.

TASK 6 – PUBLIC ENGAGEMENT

6.1 PUBLIC ENGAGEMENT COORDINATION

The DB will support the County in developing a public engagement strategy for this project. During the 30% design, the DB will support one (1) public meeting conducted by the County to engage stakeholders. DB will:

- Create a PowerPoint presentation using the County's template and messaging to address project needs, intent and benefits, project location, schedule/next steps, and the process/schedule for receiving community input.
- Create two (2) 24" x 36" foam core display boards for the meeting showing the project location and site layout.
- Attend the meeting and document stakeholder input.
- Assist in set-up and tear-down as needed.

During the 90% design, the DB will support one (1) public meeting conducted by the County to engage stakeholders. DB will:

- Create a PowerPoint presentation using the County's template and messaging to address project needs, intent and benefits, project location, how community input received to date has been evaluated and implemented, and what to expect during construction.
- Create two (2) 24" x 36" foam core display boards for the meeting showing the project location and site layout.
- Attend the meeting and document stakeholder input.
- Assist in set-up and tear-down as needed.

The County will provide a venue for the public meetings.

SCHEDULE

All Phase 1 work will be completed within one hundred eighty (180) consecutive calendar days from the Notice to Proceed.

PAYMENT

The DB will be paid a lump sum amount of \$700,190.00, as provided in Exhibit A-1, Preconstruction Fee Matrix.

Subconsultant allowances are included at a cost of \$192,364.

In addition to the above amounts, a Phase 1 allowance of \$75,000 has been established for additional or unforeseen design or permitting services.

An allowance of \$300,000 has been established for clearing and grubbing of the proposed pipeline route within the upland areas.

The total of the Phase 1 Preliminary Design Services is \$1,267,554

Additional SUE test holes can be made for \$800 each for Hard Surface investigations and \$600 each for Soft Surface investigations with a minimum of 5 investigation holes requested per mobilization.

STUDIOS COVERED INFORMATION

Estimate Name: **Along Road Road 11 new driveway** Estimate No: **11** The Road of The Camp Road 250' Center
 Estimate Date: **11/14/2011**

ITEM	DESCRIPTION	11 Landmarks		11 Subcontractors		11 Materials & Labor		11 Equipment		11 Other		11 Summary	
		QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT
1	11.1	1	1	1	1	1	1	1	1	1	1	1	1
2	11.2	1	1	1	1	1	1	1	1	1	1	1	1
3	11.3	1	1	1	1	1	1	1	1	1	1	1	1
4	11.4	1	1	1	1	1	1	1	1	1	1	1	1
5	11.5	1	1	1	1	1	1	1	1	1	1	1	1
6	11.6	1	1	1	1	1	1	1	1	1	1	1	1
7	11.7	1	1	1	1	1	1	1	1	1	1	1	1
8	11.8	1	1	1	1	1	1	1	1	1	1	1	1
9	11.9	1	1	1	1	1	1	1	1	1	1	1	1
10	11.10	1	1	1	1	1	1	1	1	1	1	1	1
11	11.11	1	1	1	1	1	1	1	1	1	1	1	1
12	11.12	1	1	1	1	1	1	1	1	1	1	1	1
13	11.13	1	1	1	1	1	1	1	1	1	1	1	1
14	11.14	1	1	1	1	1	1	1	1	1	1	1	1
15	11.15	1	1	1	1	1	1	1	1	1	1	1	1
16	11.16	1	1	1	1	1	1	1	1	1	1	1	1
17	11.17	1	1	1	1	1	1	1	1	1	1	1	1
18	11.18	1	1	1	1	1	1	1	1	1	1	1	1
19	11.19	1	1	1	1	1	1	1	1	1	1	1	1
20	11.20	1	1	1	1	1	1	1	1	1	1	1	1
21	11.21	1	1	1	1	1	1	1	1	1	1	1	1
22	11.22	1	1	1	1	1	1	1	1	1	1	1	1
23	11.23	1	1	1	1	1	1	1	1	1	1	1	1
24	11.24	1	1	1	1	1	1	1	1	1	1	1	1
25	11.25	1	1	1	1	1	1	1	1	1	1	1	1
26	11.26	1	1	1	1	1	1	1	1	1	1	1	1
27	11.27	1	1	1	1	1	1	1	1	1	1	1	1
28	11.28	1	1	1	1	1	1	1	1	1	1	1	1
29	11.29	1	1	1	1	1	1	1	1	1	1	1	1
30	11.30	1	1	1	1	1	1	1	1	1	1	1	1
31	11.31	1	1	1	1	1	1	1	1	1	1	1	1
32	11.32	1	1	1	1	1	1	1	1	1	1	1	1
33	11.33	1	1	1	1	1	1	1	1	1	1	1	1
34	11.34	1	1	1	1	1	1	1	1	1	1	1	1
35	11.35	1	1	1	1	1	1	1	1	1	1	1	1
36	11.36	1	1	1	1	1	1	1	1	1	1	1	1
37	11.37	1	1	1	1	1	1	1	1	1	1	1	1
38	11.38	1	1	1	1	1	1	1	1	1	1	1	1
39	11.39	1	1	1	1	1	1	1	1	1	1	1	1
40	11.40	1	1	1	1	1	1	1	1	1	1	1	1
41	11.41	1	1	1	1	1	1	1	1	1	1	1	1
42	11.42	1	1	1	1	1	1	1	1	1	1	1	1
43	11.43	1	1	1	1	1	1	1	1	1	1	1	1
44	11.44	1	1	1	1	1	1	1	1	1	1	1	1
45	11.45	1	1	1	1	1	1	1	1	1	1	1	1
46	11.46	1	1	1	1	1	1	1	1	1	1	1	1
47	11.47	1	1	1	1	1	1	1	1	1	1	1	1
48	11.48	1	1	1	1	1	1	1	1	1	1	1	1
49	11.49	1	1	1	1	1	1	1	1	1	1	1	1
50	11.50	1	1	1	1	1	1	1	1	1	1	1	1
51	11.51	1	1	1	1	1	1	1	1	1	1	1	1
52	11.52	1	1	1	1	1	1	1	1	1	1	1	1
53	11.53	1	1	1	1	1	1	1	1	1	1	1	1
54	11.54	1	1	1	1	1	1	1	1	1	1	1	1
55	11.55	1	1	1	1	1	1	1	1	1	1	1	1
56	11.56	1	1	1	1	1	1	1	1	1	1	1	1
57	11.57	1	1	1	1	1	1	1	1	1	1	1	1
58	11.58	1	1	1	1	1	1	1	1	1	1	1	1
59	11.59	1	1	1	1	1	1	1	1	1	1	1	1
60	11.60	1	1	1	1	1	1	1	1	1	1	1	1
61	11.61	1	1	1	1	1	1	1	1	1	1	1	1
62	11.62	1	1	1	1	1	1	1	1	1	1	1	1
63	11.63	1	1	1	1	1	1	1	1	1	1	1	1
64	11.64	1	1	1	1	1	1	1	1	1	1	1	1
65	11.65	1	1	1	1	1	1	1	1	1	1	1	1
66	11.66	1	1	1	1	1	1	1	1	1	1	1	1
67	11.67	1	1	1	1	1	1	1	1	1	1	1	1
68	11.68	1	1	1	1	1	1	1	1	1	1	1	1
69	11.69	1	1	1	1	1	1	1	1	1	1	1	1
70	11.70	1	1	1	1	1	1	1	1	1	1	1	1
71	11.71	1	1	1	1	1	1	1	1	1	1	1	1
72	11.72	1	1	1	1	1	1	1	1	1	1	1	1
73	11.73	1	1	1	1	1	1	1	1	1	1	1	1
74	11.74	1	1	1	1	1	1	1	1	1	1	1	1
75	11.75	1	1	1	1	1	1	1	1	1	1	1	1
76	11.76	1	1	1	1	1	1	1	1	1	1	1	1
77	11.77	1	1	1	1	1	1	1	1	1	1	1	1
78	11.78	1	1	1	1	1	1	1	1	1	1	1	1
79	11.79	1	1	1	1	1	1	1	1	1	1	1	1
80	11.80	1	1	1	1	1	1	1	1	1	1	1	1
81	11.81	1	1	1	1	1	1	1	1	1	1	1	1
82	11.82	1	1	1	1	1	1	1	1	1	1	1	1
83	11.83	1	1	1	1	1	1	1	1	1	1	1	1
84	11.84	1	1	1	1	1	1	1	1	1	1	1	1
85	11.85	1	1	1	1	1	1	1	1	1	1	1	1
86	11.86	1	1	1	1	1	1	1	1	1	1	1	1
87	11.87	1	1	1	1	1	1	1	1	1	1	1	1
88	11.88	1	1	1	1	1	1	1	1	1	1	1	1
89	11.89	1	1	1	1	1	1	1	1	1	1	1	1
90	11.90	1	1	1	1	1	1	1	1	1	1	1	1
91	11.91	1	1	1	1	1	1	1	1	1	1	1	1
92	11.92	1	1	1	1	1	1	1	1	1	1	1	1
93	11.93	1	1	1	1	1	1	1	1	1	1	1	1
94	11.94	1	1	1	1	1	1	1	1	1	1	1	1
95	11.95	1	1	1	1	1	1	1	1	1	1	1	1
96	11.96	1	1	1	1	1	1	1	1	1	1	1	1
97	11.97	1	1	1	1	1	1	1	1	1	1	1	1
98	11.98	1	1	1	1	1	1	1	1	1	1	1	1
99	11.99	1	1	1	1	1	1	1	1	1	1	1	1
100	12.00	1	1	1	1	1	1	1	1	1	1	1	1

**ATTACHMENT A
CARTER
ENVIRONMENTAL SERVICES**



42 Masters Drive
St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

PROJECT PROPOSAL / AUTHORIZATION FORM

To: Charles Hill, PE Company: McKim & Creed
Date: October 7, 2021 Address: 139 Executive Cir, Ste 201, Daytona Beach, FL 32114
Project Name: McKim 2015 SR 16 Project Location: Volusia County, FL
Fax No: -- Email: chill@mckimcreed.com CES Ref #: 5.24406

Charles Hill is authorizing Carter Environmental Services, Inc., to conduct services for the above referenced project. The services will be billed on the following basis:

Table with 4 columns: Service Type, Amount, Limit, and Retainer. Rows include Time & Material, Fixed Fee, Not to Exceed, and Retainer.

Services to be provided:

Task 1: Wetland Delineation, GPS & Mapping - \$3,500

CES will field delineate the extent of jurisdictional wetlands per the current methodologies of the U.S. Army Corps of Engineers [(ACOE) 1987 Corps of Engineers Wetland Delineation Manual], Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District [(SJRWMD) Florida Unified Wetland Delineation Methodology, Chapter 62-340, F.A.C.]. CES will use a Global Positioning System (GPS) to locate the wetland line in the field and will depict the boundaries on an aerial photograph or provide GIS data on request*.

The GPS data is not as accurate as survey data and should be used for planning purposes only. CES will coordinate with your land surveyor with a flagging key map showing the approximate location of the jurisdictional line for the formal mapping of the wetland boundary.

Task 2: Protected Species Assessment - \$1,500

CES will survey the property for the presence of any state or federally protected wildlife species and their habitat. If protected species or habitats are encountered, CES will perform preliminary mapping of the potential habitat area.

Implications to development for any identified protected species will be discussed in a Due Diligence Report.

Carter Environmental Services, Inc., will work on the tasks described above using the outlined cost as the fixed fee for each task. Our fee for Tasks 1 & 2 is \$5,000. We are prepared to begin work within 20 business days upon receipt of the signed contract.

TERMS:

- List of terms including: CES will complete the work in a timely manner unless delayed by client's request; Client assures CES of permission to work; Insurance requirements; Billing and payment terms; Dispute resolution.

Signature of Ryan A. Carter

Vice President Ryan A. Carter
July 18, 2024
Date

Client
Date

If you have difficulty in receiving this message, please call (904) 540-1786 and request to speak to the person listed below.

Contact: Ryan Carter

ATTACHMENT B
MESKEL & ASSOCIATES
ENGINEERING | GEOTECHNICAL

July 18, 2024



Mr. Charles Hill P.E.
McKim & Creed
139 Executive Circle, Suite 201
Daytona Beach, Florida 32114

Subject: Revised Proposal for Geotechnical Exploration and Environmental Services
SJCUD SR 16 Reclaimed Water Main
St. Johns County, Florida
MAE Proposal No. 240274

Dear Mr. Hill:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. We understand that the St. Johns County Utility Division (SJCUD) has proposed to construct a Reclaimed Water Main (RWM) pipeline from the SR 16 Water Reclamation Facility (WRF) to I-95. This phase of the project includes approximately 21,465 linear feet (LF) of 20-inch DR25 PVC and HDPE RWM pipe from about Station 541+00 to 756+00 (Baseline SR 16). Open-cut and trenchless (Horizontal Directional Drilling, HDD) techniques will be used to install the RWM throughout the limits of the RWM alignment.

Based on the plans provided, the alignment will be within the SR 16 right-of-way on the north side of SR 16 in areas designated for clearing and grubbing. Clearing and grubbing will be performed by the Contractor considerably after the geotechnical exploration, therefore this proposal includes clearing to each boring location from the closest point to SR 16 edge of pavement.

Based on the concepts provided by McKim & Creed titled, "Phase 1 Approach: Preliminary Design Services", prepared as part of a Technical Submittal from TB Landmark Construction, the open-cut and HDD segments are approximately 11,935 LF and 9,530 LF, respectively. HDD methods will likely be preferred in wetland areas.

GEOTECHNICAL EXPLORATION AND ENGINEERING

The objective of the geotechnical exploration is to provide sufficient information to evaluate the subsurface conditions at the site for the proposed construction. For the open cut portion of the alignment, we plan to locate soil borings along each segment of the RWM pipeline route spaced approximately every 200 feet between borings or at least one boring within each segment. Each boring will be advanced to a depth of 10 feet below existing grade. For the HDD portion of the alignment, one boring will be performed in each of the 12 segments, each advanced to a depth of 50 feet. The field services are summarized in the table below.

Segment Number	Total Pipe Length (LF)	Open Cut Borings ¹	HDD Borings ^{1,2}
1, 1A	80 & 1,550	1	1

Segment Number	Total Pipe Length (LF)	Open Cut Borings ¹	HDD Borings ^{1,2}
2, 2A	110 & 1,000	1	1
3, 3A	270 & 350	2	1
4, 4A	1,150 & 400	6	1
5, 5A	1,910 & 400	10	1
6, 6A	1,080 & 875	6	1
7, 7A	60 & 1,430	1	1
8, 8A	3,250 & 1,350	17	1
9, 9A	1,200 & 410	6	1
10, 10A	1,220 & 1,525	7	1
11, 11A	275 & 530	2	1
12, 12A	730 & 375	4	1
TOTAL	21,465	63	12

1. It is recommended that a 20% to 30% contingency of 13 borings for open-cut segments and 4 to 5 borings for HDD segments be budgeted due to potential near-surface unsuitable soils within the open-cut segments or variable subsurface conditions which could cause difficult pipe installation within the HDD segments. MAE utilized a similar approach to the SR 207 WRF and Pipeline Progressive Design-Build project within the past 12 months and contingency borings were needed.
2. Boring depths of 25 feet were requested for the HDD borings, however SJUD has preferred borings to 50 feet on similar projects to mitigate the chances of encountering unknown or variable subsurface conditions.

In accordance with Florida law, we will attempt to locate existing underground utilities along the pipeline route by utilizing the Sunshine State One-Call (SSOC) system. In addition, we may need to contact FDOT for utilities within their ROW that may not be registered with the SSOC.

We plan to mobilize multiple rigs to the project, including track-mounted and ATV-mounted rigs. Clearing has been included in our estimate for the pipeline open-cut and trenchless (HDD). All borings will be performed in general accordance with ATM D1586 and sampled continuously to a depth of 10 feet, then sampled at 2.5-foot intervals to the termination depth. Once the SPT borings are completed, they will be backfilled with a lean cement grout.

The recovered soil samples will be classified in the field by the field crew. The field logs will be returned to our office where subsurface soil profiles will be prepared for submittal to the design team for review.

The samples will be delivered to our laboratory for soil classification and index property tests to be performed by a geotechnical engineer as necessary to confirm the soil classification and provide

engineering characteristics to estimate compressibility. No soil corrosion tests will be run on samples from the borings as we understand that PVC and HDPE pipe materials will be used.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface conditions encountered at the boring locations. The results of the exploration and engineering evaluation will be documented in a report that will include:

- Our understanding of the planned construction;
- The observed site conditions, such as topography, surface vegetation, etc. as it relates to the anticipated construction;
- The field and laboratory test procedures used, and the results obtained;
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary;
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction;
- Recommendations for pipe bedding and backfilling; and
- Recommendations for testing required during site preparation and earthwork construction.

FDEP GENERIC PERMIT FOR THE DISCHARGE OF GROUNDWATER

On February 10, 2015, the Florida Department of Environmental Protection (FDEP) issued revised rules for acquiring a Generic Permit for the Discharge of Groundwater from Dewatering Operations (Chapter 62-621.300(2)(a)). The revisions of the rule significantly changed the 'due-diligence' process necessary to receive authorization from the FDEP to file a Notice of Intent (NOI) to discharge groundwater to surface waters of the State. Moreover, the liability for 'non-compliance' of the rule has now been shifted firmly to the owner of the Permit, since the FDEP will not engage in the "approval" of requisite pre-dewatering site evaluations, but will engage in enforcement of the regulations, should the mandated activities not be met.

Therefore, MAE has developed a staged approach necessary to procure the obligatory environmental information to make an informed decision of site conditions in a manner that satisfies the FDEP regulations. The proposed stages necessary to develop a compliant dewatering permit, will consist of: (1) Regulatory File Review: a detailed file review of impacted sites within the area of proposed dewatering, (2) Groundwater Sampling and Testing: field investigation and methodologies, (3) Development of a best management practices plan, and (4) Submittal of NOI/Permit Request with supporting documentation to receive a Dewatering Permit.

Based on a preliminary review of the FDEP Contamination Locator Map, we propose that up to five groundwater samples be collected for pre-discharge groundwater laboratory analysis.

PROPOSED SCOPE OF WORK

The proposed scope of work will include the following:

- Mobilization to the site.
- Installation of 5 temporary monitoring wells.
- Groundwater sampling with field measurement of pH and turbidity, and laboratory analysis of the samples using USEPA Method 8260 Volatile Organic Compounds.

- Preparation of a letter report presenting methods and the results of the analysis and supporting documentation.

All groundwater sampling will be performed in accordance with the FDEP's Standard Operating Procedures (SOPs) and all laboratory analysis will be performed by a State of Florida-approved laboratory.

COMPENSATION

Based on the scope of the services outlined above, we propose to complete our services for a not-to-exceed fee of **\$ 103,899.99 (Open-Cut RWM Segments) and \$ 58,999.02 (HDD RWM Segments)** for a total of **\$ 162,899.01**. As previously noted, a 10% contingency (\$16,000.00) is recommended to be included should additional borings be necessary.

An itemization of this fee is attached. These fees include submittal of draft reports for each portion for your review, and a digitally signed PDF copy of each final report.

We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

CLOSURE

A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

We anticipate mobilizing drilling and clearing equipment within 30 days of NTP, pending FDOT permitting approval for work within FDOT right-of-way. A utility locate request will be submitted prior to mobilization, which is contingent on all utilities at the site being located and marked. We anticipate that the fieldwork will take approximately 15 rig days to complete, weather permitting. Laboratory testing will be ongoing during the field-testing program and is expected to be complete one week following completion of the field work. We anticipate that preparation of the draft geotechnical report for the pipelines will take about 3 weeks following completion of the field and lab testing programs. A separate draft geotechnical data report for the HDD will take about 2 weeks following completion of the field and lab testing programs. Final reports for both the pipelines and HDD portions would be provided one to 2 weeks following receipt of all comments to the draft reports.

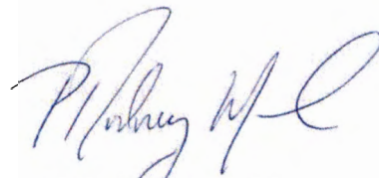
We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact us.

Sincerely,

MESKEL & ASSOCIATES ENGINEERING, PLLC



Brett Harbison, P.E.
Director, Geotechnical Services



P. Rodney Wank, P.E.
Principal Engineer

Attachments: Geotechnical Estimate Sheet – Open-Cut Segments
Geotechnical Estimate Sheet – HDD Segments

Distribution: Mr. Charles Hill, P.E. – McKim & Creed

One (1) e-mail copy

PROPOSAL AUTHORIZATION

For Geotechnical Exploration and Environmental Services
SJCUD SR 16 Reclaimed Water Main
St. Johns County, Florida
MAE Proposal No. 240274

Billing Information:

Company Name: _____

Attention: _____

Company _____

Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

Additional Reports: Please List Below Any Additional Parties To Receive Reports.

1. _____

No. of Reports Required: _____

2. _____

No. of Reports Required: _____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$50 for each additional copy.

MAE invoices should be received by you by the _____ of each month (date required for your processing)

The Client representative named below has read the General Conditions that are attached and made a part of this proposal, and agrees to be bound to the terms of the General Conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

Meskel & Associates Engineering, PLLC (MAE) (MAE) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). MAE will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by MAE. Client will be invoiced for additional services at MAE's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by MAE with respect to the Project, MAE shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by MAE (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in MAE's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by MAE (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. MAE's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. MAE's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications, and other documents applicable to the contractor's obligations, MAE shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by MAE.

Neither site visits for any purpose nor the observation by MAE of any contractor's work are included in MAE's scope of services unless specifically set forth in this Agreement. If MAE is engaged to visit the site and conduct observations of a contractor's work, MAE shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as MAE deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. MAE shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, MAE shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor, or material supplier, against either the Client or MAE.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of MAE personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

MAE will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. MAE shall furnish insurance certificates, lien waivers, affidavits, or other reasonably available documents as and when requested by Client provided all amounts due to MAE have been paid.

Payment is due within thirty (30) days after the receipt of the invoice. MAE shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay MAE for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify MAE within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and MAE shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If MAE is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, MAE shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

MAE is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of MAE, nor the presence of MAE's employees and subcontractors shall be construed to imply MAE has any responsibility for job safety or any activities on site performed by personnel other than MAE's employees or subcontractor.

5. STANDARD OF CARE

Service performed by MAE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, MAE shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, MAE. Client acknowledges that MAE's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client.

6. INSURANCE

MAE represents that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that MAE has insurance coverage under public liability and property damage insurance policies. MAE shall, at its own cost and not as a reimbursable expense, secure and maintain insurance policies as required. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by MAE, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by MAE or responsible for any other activities relating to MAE's services, to hold harmless, indemnify and defend MAE, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, MAE as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its



contract and to provide MAE with a Certificate of Insurance so naming MAE as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and MAE shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, shall be decided by litigation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of MAE's Services, whichever date shall occur earlier. All mediation or litigation shall take place in Duval County, Florida, unless the parties agree otherwise. The fees of the mediator and the costs of transcription and other costs incurred by the mediator shall be apportioned equally between the parties. Thereafter, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs, and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event will MAE be responsible for delays in the work which are beyond our reasonable control or caused by Client or its agents, consultants, contractors, or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors, or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, MAE shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, MAE shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to MAE's completion of all reports contemplated by this Agreement, MAE may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of MAE in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from MAE, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that MAE may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MAE, as instruments of service, shall remain the property of MAE and shall retain all common law, statutory and other reserved rights, including copyrights ("MAE Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, MAE grants Client a non-exclusive license to use the final and complete versions of the MAE Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by MAE, unless expressly set forth herein. If MAE Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of MAE Documents solely and exclusively for use in performing their services or construction for the Project. MAE Documents shall only be used for their intended purpose. MAE Documents are not to be used on other projects, for alternations, extensions, or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to MAE. If Client is granted a license with respect to any CADD files or 3D models, Client

agrees to be bound to the terms of the MAE License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever. MAE will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by MAE, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without MAE's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

12. FAILURE TO FOLLOW RECOMMENDATIONS

MAE will not be held liable for problems that may occur if MAE's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of MAE in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by MAE under this Agreement or \$50,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither MAE nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party. If MAE is considered to be liable jointly with any third parties, the portion of damages payable by MAE shall be limited to the portion of liability which is attributable to MAE's breach of the Standard of Care on a comparative fault basis.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless MAE, and its officers, directors, agents and employees and any of them (collectively, the "MAE Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of MAE's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the MAE Parties), up to an amount not to exceed the greater of \$50,000 or the amount of the fees charged for the services provided by MAE in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by MAE and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the MAE Parties shall not be entitled to indemnification hereunder for any Losses resulting from the MAE Parties' gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the MAE Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any MAE Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of MAE's employees or agents to any hazardous materials at the jobsite.

Upon notice by the MAE Parties, Client shall defend the MAE Parties with counsel chosen by MAE Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the MAE Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the MAE Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that MAE's scope of services does not include any

services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event MAE or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of MAE's services, MAE may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify MAE Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. NON-HAZARDOUS SAMPLE DISPOSAL

Unless other arrangements are made, MAE will dispose of all soil and rock samples remaining at the time of report completion. MAE will store test samples and specimens, or the residue thereof, for up to 90 days free of charge at Client's prior written request. Additional storage time may be obtained at a mutually agreeable cost. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such an event, MAE shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for MAE to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although MAE will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless MAE in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate MAE for any time spent and expenses incurred in defense of any such claim.

18. DAMAGE TO EXISTING MAN-MADE OBJECTS

It shall be the responsibility of the Client, property Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveals the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

19. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of MAE to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: MAE's opinion is based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by MAE. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit MAE to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

20. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that MAE's services under this

Agreement shall not subject MAE's individual employees, officers, shareholders, managers, members, or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against MAE, a Florida limited liability company, and not against any of MAE's employees, officers, managers, members, or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, MANAGER, DIRECTOR, OR AGENT OF MAE SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

21. FORCE MAJEURE/COVID.

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties, state or national emergencies, including the occurrence of any epidemic or pandemic, including coronavirus and the like or any other causes beyond Architect's or Owner's reasonable control. Architect and Owner shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, suspension, or termination and work together to mutually determine going forward strategies including schedule concerns.

22. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified, or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then MAE (and all MAE Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with MAE and take all necessary and appropriate actions to qualify MAE (and the MAE Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

MAE Employees: Client agrees not to recruit or hire any MAE employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, MAE shall have the right of injunctive relief, and Client shall pay MAE \$25,000 or 25% (percent) of the employee's current annual base salary, whichever is greater, with payment being made within 15 days of MAE's written notice to Client of said violation.

GEOTECHNICAL ESTIMATE SHEET

Project: SJCUD RFQ 1422 Design-Build RWM-SR 16 WRF to I-95 (OPEN-CUT SEGMENTS)

Proposal No.: 240274

Date: July 18, 2024

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
<u>FIELD WORK</u>				
Mobilization/Demobilization of Equipment				
Track-mounted Rig	2	LS	\$ 1,750.00	\$ 3,500.00
Crew Support Truck	8	DAY	\$ 250.00	\$ 2,000.00
Mobilization of Asphalt Coring Eq.	0	LS	\$ 425.00	\$ -
SPT Boring				
0-50'	630	FT	\$ 15.00	\$ 9,450.00
51'-75'	0	FT	\$ 19.00	\$ -
Asphalt Pavement Coring, 4" Dia.	0	EA	\$ 170.00	\$ -
Temporary Casing, 4-inch, 0-50'	0	FT	\$ 11.50	\$ -
Additional Split-Spoon Samples, 0-50 feet	0	EA	\$ 45.00	\$ -
Additional Split-Spoon Samples, 50-100 feet	0	EA	\$ 56.00	\$ -
Undisturbed (Shelby) Tube Samples	0	EA	\$ 155.00	\$ -
Machine Auger Borings	0	FT	\$ 12.00	\$ -
Grouting of SPT Borings, 0-50'	630	FT	\$ 6.00	\$ 3,780.00
Grouting of SPT Borings, 51-100'	0	FT	\$ 7.50	\$ -
Site Cleanup, Layout, Difficult Moving	31.5	HR	\$ 235.00	\$ 7,402.50
SPT Borings & Grouting - CONTINGENCY	0	FT	\$ 21.00	\$ -
Right-of-Way Permitting	8	HR	\$158.24	\$ 1,265.92
<u>CLEARING</u>				
Mobilization of Clearing Equipment	2	EA	\$ 780.00	\$ 1,560.00
Clearing Access	7	DAY	\$ 2,400.00	\$ 16,800.00
<u>MOT</u>				
Attenuator Truck	0	DAY	\$ 1,320.00	\$ -
Lane Closure/Flagging Operation	0	DAY	\$ 1,620.00	\$ -
Additional Flaggers	0	DAY	\$ 330.00	\$ -
<u>GROUNDWATER SAMPLING</u>				
Mobilization of Track Rig	5	LS	\$ 675.00	\$ 3,375.00
Monitor Well, 0-25' Incl. Supplies & Develop.	125	LF	\$ 36.00	\$ 4,500.00
Permit Cost	5	EA	\$ 300.00	\$ 1,500.00
Concrete Pad & Cover	5	EA	\$ 400.00	\$ 2,000.00
			Total Field Work:	\$ 57,133.42
<u>LABORATORY TESTING</u>				
Natural Moisture Content	120	EA	\$ 20.00	\$ 2,400.00
Percent Fines	0	EA	\$ 50.00	\$ -
Organic Content	12	EA	\$ 48.00	\$ 576.00
Grain Size, NO Hydrometer	120	EA	\$ 75.00	\$ 9,000.00
Grain Size with Hydrometer	0	EA	\$ 185.00	\$ -
Soil Unit Weight	0	EA	\$ 75.00	\$ -
Atterberg Limits	4	EA	\$ 115.00	\$ 460.00
Standard Proctor Test (ASTM D698)	0	EA	\$ 130.00	\$ -
Corrosion Series with Redox Potential	0	EA	\$ 305.00	\$ -
Groundwater Sampling - per sample set	5	EA	\$ 550.00	\$ 2,750.00
Groundwater Sampling - Equipment Rental	5	DAY	\$ 550.00	\$ 2,750.00
			Total Laboratory Testing:	\$ 17,936.00
<u>ENGINEERING</u>				
Staff Engineer, E.I.	48	HR	\$102.44	\$ 4,917.12
Project Engineer, PE	48	HR	\$150.65	\$ 7,231.20
Senior Engineer, P.E.	10	HR	\$248.87	\$ 2,488.70
Principal Engineer, P.E.	3	HR	\$253.09	\$ 759.27
Senior Engineering Technician	20	HR	\$158.24	\$ 3,164.80
Drafting	18	HR	\$106.46	\$ 1,916.28
Secretary	10	HR	\$74.32	\$ 743.20
Groundwater Sampling Report	1	LS	\$7,600.00	\$ 7,600.00
			Total Engineering:	\$ 28,820.57
			GRAND TOTAL:	\$ 103,889.99

GEOTECHNICAL ESTIMATE SHEET

Project: SJCUD RFQ 1422 Design-Build RWM-SR 16 WRF to I-95 (HDD SEGMENTS)

Proposal No.: 240274

Date: July 18, 2024

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
<u>FIELD WORK</u>				
Mobilization/Demobilization of Equipment				
Track-mounted Rig	1	LS	\$ 1,750.00	\$ 1,750.00
Crew Support Truck	6	DAY	\$ 250.00	\$ 1,500.00
Mobilization of Asphalt Coring Eq.	0	LS	\$ 425.00	\$ -
SPT Boring				
0-50'	600	FT	\$ 15.00	\$ 9,000.00
51'-75'	0	FT	\$ 19.00	\$ -
Asphalt Pavement Coring, 4" Dia.	0	EA	\$ 170.00	\$ -
Temporary Casing, 4-inch, 0-50'	360	FT	\$ 11.50	\$ 4,140.00
Additional Split-Spoon Samples, 0-50 feet	96	EA	\$ 45.00	\$ 4,320.00
Additional Split-Spoon Samples, 50-100 feet	0	EA	\$ 56.00	\$ -
Undisturbed (Shelby) Tube Samples	0	EA	\$ 155.00	\$ -
Machine Auger Borings	0	FT	\$ 12.00	\$ -
Grouting of SPT Borings, 0-50'	600	FT	\$ 6.00	\$ 3,600.00
Grouting of SPT Borings, 51-100'	0	FT	\$ 7.50	\$ -
Site Cleanup, Layout, Difficult Moving	12	HR	\$ 235.00	\$ 2,820.00
SPT Borings & Grouting - CONTINGENCY	0	FT	\$ 21.00	\$ -
Right-of-Way Permitting	0	HR	\$158.24	\$ -
<u>CLEARING</u>				
Mobilization of Clearing Equipment	1	EA	\$ 780.00	\$ 780.00
Clearing Access	3	DAY	\$ 2,400.00	\$ 7,200.00
<u>MOT</u>				
Attenuator Truck	0	DAY	\$ 1,320.00	\$ -
Lane Closure/Flagging Operation	0	DAY	\$ 1,620.00	\$ -
Additional Flaggers	0	DAY	\$ 330.00	\$ -
<u>GROUNDWATER SAMPLING</u>				
Mobilization of Track Rig	0	LS	\$ 675.00	\$ -
Monitor Well, 0-25' Incl. Supplies & Develop.	0	LF	\$ 36.00	\$ -
Permit Cost	0	EA	\$ 300.00	\$ -
Concrete Pad & Cover	0	EA	\$ 400.00	\$ -
			Total Field Work:	\$ 35,110.00
<u>LABORATORY TESTING</u>				
Natural Moisture Content	24	EA	\$ 20.00	\$ 480.00
Percent Fines	0	EA	\$ 50.00	\$ -
Organic Content	6	EA	\$ 48.00	\$ 288.00
Grain Size, NO Hydrometer	24	EA	\$ 75.00	\$ 1,800.00
Grain Size with Hydrometer	0	EA	\$ 185.00	\$ -
Soil Unit Weight	0	EA	\$ 75.00	\$ -
Atterberg Limits	4	EA	\$ 115.00	\$ 460.00
Standard Proctor Test (ASTM D698)	0	EA	\$ 130.00	\$ -
Corrosion Series with Redox Potential	0	EA	\$ 305.00	\$ -
Groundwater Sampling - per sample set	0	EA	\$ 550.00	\$ -
Groundwater Sampling - Equipment Rental	0	DAY	\$ 550.00	\$ -
			Total Laboratory Testing:	\$ 3,028.00
<u>ENGINEERING</u>				
Staff Engineer, E.I.	47	HR	\$102.44	\$ 4,814.68
Project Engineer, PE	47	HR	\$150.65	\$ 7,080.55
Senior Engineer, P.E.	10	HR	\$248.87	\$ 2,488.70
Principal Engineer, P.E.	3	HR	\$253.09	\$ 759.27
Senior Engineering Technician	20	HR	\$158.24	\$ 3,164.80
Drafting	17	HR	\$106.46	\$ 1,809.82
Secretary	10	HR	\$74.32	\$ 743.20
Groundwater Sampling Report	0	LS	\$7,600.00	\$ -
			Total Engineering:	\$ 20,861.02
			GIRAND TOTAL:	\$ 58,999.02

2 Phase 1 Approach: Preliminary Design Services

IMPROVED ROUTE - ACHIEVES MILESTONE



Total Length
21,465 lf

Total Open Cut
11,935 lf



9,530 lf
Total HDD



9.59 Acres
Clearing &
Grubbing

ATTACHMENT C
C&ES
MAINTENANCE OF TRAFFIC



July 23, 2024

Mr. Charles Hill, P.E.
Senior Project Manager
McKim & Creed
139 Executive Circle
Suite 201
Daytona Beach, FL 32114-7102

**Re: Proposal for Consulting Services
Temporary Traffic Control (TTC) and Permitting
JEA SR 16 Proposed 20" Reclaimed Water Main (RWM)
From Senior Living at the Greens to Tadpole Prep
St. Johns County Florida**

Mr. Hill:

Construction & Engineering Services Consultants, Inc. (C&ES) is pleased to submit the following fee proposal to McKim & Creed (THE CLIENT) for consulting services for the referenced project. The site is in St. Johns County, Florida and the connection starts approximately 4,500 feet east intersection of International Golf Pkwy and SR 16. Based on information provided by THE CLIENT, the proposed project will consist of installation of approximately 21,465 L.F of a new 20" RWM. The installation is a combination of an open cut and horizontal directional drill (HDD). The location of the new 20" RWM is at north right-of-way of SR 16 approximately 105' from the edge of pavement.

SCOPE OF WORK:

Task 1 - Engineering Design and Plan Preparation: C&ES will prepare final TTC engineering plans based upon the GST plans prepared by THE CLIENT.

The final TTC engineering plans will include the following drawings or as may be necessary:

- a. General Notes and Legend Sheet
- b. Plan View along SR 16
- c. Plan View at 7 Pavement Driveway and Roadway Crossings
- d. TTC Details

Task 2 – Permitting and Project Meeting:

1. C&ES will prepare and submit Temporary Traffic Control (TTC) Plans to THE CLIENT for permitting to St. Johns County Development Review Division.
2. C&ES will attend review meetings with THE CLIENT after each milestone.

THE CLIENT shall pay for all application fees for approvals and permitting.

SCHEDULE OF WORK:

C&ES will commence the work immediately upon being given notice to proceed.

COMPENSATION: See attachment "A" for detailed proposal fee.

C&ES proposes to perform the work for the Tasks described above for the following fees:

Task 1	\$ 20,231.68	Lump Sum
Task 2	\$ 2,132.40	Lump Sum
TOTAL	\$ 22,364.08	Lump Sum

These amounts do not include the cost of courier services, express mailings, blueprinting, permit application fees or other reimbursables that shall be invoiced at 1.15 times cost.

This proposal will remain in effect for a period of 60 days from the date of this letter. Acceptance after that period is subject to a review of the conditions stated herein, and possible revision by C&ES in response to changed conditions.

If this proposal meets with your approval, please execute one copy of the agreement, and send it back to us and retain one copy for your files. Once the executed agreement is received, we will consider it our Notice to Proceed and will perform this work on a timely matter. We look forward to the opportunity of working with you on this project.

If you have any questions, please do not hesitate to contact our office at 904-652-1186.

By signing below, I certify that I agree with the terms of this proposal letter:	
<hr/>	
Authorized Representative Signature	Date
<hr/>	
Print Name	

If you have any questions, please do not hesitate to contact our office at 904-652-1186.

Sincerely,

CONSTRUCTION & ENGINEERING SERVICES CONSULTANTS, INC.

Claro N. Magpantay, P.E.

Principal Civil Engineer

Director of Engineering

cc: **Mr. Steven Davis**

CEO/President



Construction & Engineering Services Consultants, Inc.

Project Name: JEA SR 16 Proposed 20" RWM
Temporary Traffic Control (TTC)
St. Johns County, Florida

ATTACHMENT "A"
Date: July 23, 2024

Description	Number of sheets	Estimated hours/sheet	Total Man-Hours
<i>Task 1 - Design</i>			
General Notes, and Legend	1	4	4
TTC Plan View Plan along SR 16	3	24	72
TTC Plan View Plan at 7 Pavement Driveway and Roadway Crossings	2	24	48
TTC Details	1	4	4
			0
Number of sheets	7		
TOTAL HOURS			128

	5%	15%	30%	48%	2%
	HOURS				
	Principal	Project Manager/EOR	TTC/MOT Engineer	Cadd Tech	Admin
\$	237.00	\$ 215.00	\$ 180.00	\$ 122.00	\$ 70.00
	0.2	0.6	1.2	1.92	0.08
	3.6	10.8	21.6	34.56	1.44
	2.4	7.2	14.4	23.04	0.96
	0.2	0.6	1.2	1.92	0.08
	0	0	0	0	0
	6	19	38	61	3
COST	\$ 1,516.80	\$ 4,128.00	\$ 6,912.00	\$ 7,495.68	\$ 179.20
TOTAL LABOR COST	\$ 20,231.68				

<i>Task 2 - Permitting Assistance and Project meeting</i>	Number of unit(s)	Estimated hours/unit	Total Hours
St. Johns County Development Review Division Submittal	1	8	8
Project Meetings	2	2	4
TOTAL HOURS			12

	0%	10%	80%	10%	0%
	HOURS				
	0	0.8	6.4	0.8	0
	0	0.4	3.2	0.4	0
	0	1.2	9.6	1.2	0
COST	\$ -	\$ 258.00	\$ 1,728.00	\$ 146.40	\$ -
TOTAL LABOR COST	\$ 2,132.40				

GRAND TOTAL HOURS	140
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GRAND TOTAL COST: \$ 22,364.08

EXHIBIT E
KEY PERSONNEL



🎯 Key Personnel Focus

Getting the right team for the project is the first step in exceeding your expectations. We have assembled a highly-qualified, experienced team with expertise in all technical areas needed for the County's Reclaimed Watermain project.



Martin Adams
Project Manager

Martin will serve as the overall Project Manager for the project. He will be the primary point of contact for the County and will concentrate on project delivery. With all construction services performed in-house, Martin will oversee both Trenchless and Open Cut installation. Martin will focus on the management of team resources to ensure compliance with the Design Criteria Package and achieve the County's goals for this project.

Unique Qualifications

- ✔ With all construction services performed in-house, Martin can better control the project schedule and budget while ensuring quality service to make this project successful a success for St. Johns County.
- ✔ Proven Experience Installing Long Distance Ductile Iron and Welded Steel Mains up to 48 Inches in Diameter.
- ✔ Directed and/or Managed 7 Local Pipeline Design-Build Projects in Congested Corridors and Directed/Managed 25 St. Johns County Projects.

Martin understands the local construction market and has assembled a team that has the local resources available to be responsive to St. Johns County on this project.



BJ Bourgholtzer
CONSTRUCTION MANAGER

BJ will oversee the daily management of operations in the field and will also be involved during preconstruction, supporting estimating, constructibility and value engineering efforts. During construction, BJ's responsibilities will include client relations on site, material approval and procurement, handling submittals, site preparation, subconsultant management and documentations; scheduling deliveries and attending meetings.

Unique Qualifications

- ✔ Diverse open cut and trenchless experience in the St. Johns County.
- ✔ Skilled field ambassador to manage stakeholder expectations and resolve issue in the field.

BJ will manage the construction of the project from start to finish, ensuring that it meets the quality, safety, and budget standards. He will oversee two construction superintendents, Sead Kajtezovic for open cut installation and Orlando Torres for Trenchless installation. BJ will keep track of the construction progress, address any challenges that come up, and maintain clear communication with all stakeholders.



Robert Garland, PE, DBIA, ENV SP
Design Manager

Robert will serve as the Design Manager for this project, bringing almost 40 years of professional experience. Robert boasts a multifaceted profile, encapsulating roles as a licensed engineer, geologist, and contractor. As a Designated Design-Build Professional (DBIA), he embodies the principles of efficient and collaborative project delivery, fostering environments where teamwork and innovation thrive. Additionally, Garland's involvement in the Dale Mabry Diversion Force Main and Reclaimed Water project illustrates his ability to navigate complex design and construction challenges seamlessly. As the Design Manager, his leadership was pivotal in the successful design and installation of large diameter mains through a design-build approach that minimized environmental and community impacts.

Unique Qualifications

- ✔ Experience as both an engineer and contractor provides a unique perspective, enabling him to drive projects that are not only innovative but also practical and sustainable.
- ✔ Through his involvement with the Design Build Institute of America, Robert has remained at the forefront of industry best practices to promote a holistic and integrated approach to project delivery.

Robert's extensive design-build experience includes holding pivotal roles in projects exceeding \$1 billion in constructed value, demonstrating a profound ability to manage risk, engage stakeholders, and adhere to stringent quality standards.



David Wehner, PE
Project Engineer

With over 23 years of experience designing over 125 miles of local pipeline systems, David will serve as the lead engineer and will manage the design group to achieve schedule and budget milestones. He was the project manager for the FL Chapter APWA award winning Dale Mabry Diversion Force Main and Reclaimed Water project which received the FL Chapter "project of the year" award from both APWA and the DBIA in 2017.

Unique Qualifications

- ✔ Proven history of leading design groups to achieve schedule and budget milestones in design-build projects.
- ✔ Specialization in the design and construction of pipelines up to 42 inches in diameter utilizing open-cut and trenchless construction technologies.
- ✔ Over 20 years of FDOT and FDEP compliance, experience, proficiency in securing and managing necessary permits.

David has led design-build projects for McKim & Creed for over 20 years, with having completed multiple reclaimed water main projects. He understands the level of effort required to communicate design intent to our staff to deliver quality, cost-effective, and sustainable pipeline projects delivered by progressive design-build.



Blake Peters, PE
Trenchless Engineer

Blake has diverse, local experience in the planning and design of utilities through challenging corridors and is our firm's trenchless design specialist. Blake is proficient in using the BoreAid™ modeling tool to optimize pipe geometry, calculate pullback forces, and select the right pipe material for complex HDD projects. He is a regionally recognized HDD and pipeline specialist and is viewed as the "go to engineer" in Florida by HDD contractors.

Unique Qualifications

- ✔ Extensive experience with pipelines installed by trenchless technologies up to 60-inch
- ✔ Proficient In use of BoreAid® model for HDD design.
- ✔ Engineer for over 100 miles of large-diameter pipeline installation - identifies and resolves risks during design.

Blake is active in the trenchless industry and has published and presented papers at the NASTT No-Dig Conference and ASCE UESI Pipelines Conference. He has successfully obtained federal, state, and local permits for HDD projects by demonstrating steps have been taken to effectively mitigate project risks.



Sead Kajtezovic
Open Cut Superintendent

Sead has more than 13 years of experience in the underground construction industry with project experience that includes water, wastewater and reclaimed pipeline projects. As Pipeline Superintendent, Sead will be responsible to direct, guide and mentor foremen and crews; maintain project schedules; prepare quantities for monthly pay applications; work with engineers to maintain a set of "As-Builts"; ensure proper job cost reporting; and implementation of TBL's safety policy in the field.

Unique Qualifications

- ✔ Excess of 13 years in the underground construction industry, including design-build projects.
- ✔ Experience constructing reclaimed water mains in St. Johns County.

Sead is directly in charge of project construction, while supervising all trades and subcontractors toward safe, quality performance and timely completion.



Orlando Torres
Trenchless Superintendent

Orlando has over 25 years of construction experience. He has built a strong understanding of the drilling industry through many years of hard work and accomplishments. He will supervise the trenchless installations and coordinate the crews to ensure high-quality, safe, and efficient production. Orlando's expertise enables him to lead his drilling crews to complete projects successfully.

Unique Qualifications

- ✔ Supervised crews and subcontractors on numerous trenchless and directional drilling pipeline installations.
- ✔ Experience with slurry design used in trenchless installations in granular and abrasive soils.

Orlando's main responsibility will be ensuring that the trenchless construction work is completed safely and in a timely manner as outlined in the project's specifications. He will be directly communicating and coordinating with the design and construction teams.

We propose a minimum of two (2) design teams so we have the flexibility to design Segments #1 and #2 in parallel with each other, overlapping, or independently. This will provide us the ability to absorb potential schedule delays associated with easement, right-of-way, or property acquisition.



Charles Hill, PE
Design Team 1 Leader

Charles is a seasoned engineering professional with over 33 years of experience in utility infrastructure projects, including pipeline expertise. His approach to design follows a strong commitment to innovation, constructability, ensuring the delivery of sustainable, reliable infrastructure projects. He has successful local experience in employing trenchless technologies such as Horizontal Directional Drilling and Jack and Bore methods.

Unique Qualifications

- ✔ Extensive experience with design and installation of pressurized pipelines up to 60".
- ✔ Significant project management experience, particularly with municipality utility projects.



Omar Khan, PE
Design Team 2 Leader

Omar has over 15 years of utility design experience, with a particular emphasis on pipeline. He has successfully managed pipeline projects in complex sites such as established subdivisions/neighborhoods, high-traffic areas, and congested urban environments.

Unique Qualifications

- ✔ Significant experience in utility design and roadway restoration.
- ✔ Engineered and managed multi-million-dollar utility pipeline/distribution projects.

⊗ Critical Factors of Successful Collaborative Delivery Projects

The Water Design-Build Council (WDBC) published findings of the typical characteristics of successful collaborative delivery projects. Their research identified key “control points” that should be included in a team’s approach to ensure the success of a design-build project. Critical factors to success include:

- ✔ Experience of Key Individuals Working Together
- ✔ Value Engineering During Design for Value-Added Change Orders
- ✔ 30% & 90% Design/Contract Compliance Reviews
- ✔ Clear Definition of Roles & Authorities

We have put together a team that has a depth of experience working together and experience utilizing the design-build process to add value engineering and applying a risk management approach for St. Johns County to get the best return while also protecting their investment on this reclaimed watermain project.

⊗ Team Members Unique Qualifications

Unique qualifications of the team members presented above and on previous pages, and additional team members are presented below in **Table 2.2**. On the proceeding pages we have included resumes, demonstrating that our team includes experienced construction and engineering professionals that will provide innovative and cost-effective solutions for this critical project.

Table 2.2 | Key Team Member Experience

PERSONNEL	ROLE	Scope of Services								
		Design-Build Projects	Risk Registers / Mitigation	Urban Pipeline Projects	Utility Coordination	Trenchless Installation	Quality Control Plans	Permitting	Maintenance of Traffic	Public Outreach
Martin Adams	Project Manager	●		●	●	●	●	●		●
Billy Landers	Safety Director	●		●	●	●	●	●	●	●
Robert Garland, PE, DBIA	Design Manager	●	●	●	●	●	●	●	●	●
BJ Bourgholtzer	Construction Manager	●		●	●	●	●			●
David Wehner, PE	Project Engineer	●	●	●	●	●	●	●	●	●
Sead Kajtezovic	Open Cut Superintendent	●		●	●				●	
Orlando Torres	Trenchless Superintendent	●		●	●	●			●	
Charles Hill, PE	Design Team 1 Lead	●	●	●	●	●	●	●	●	●
Omar Khan, PE	Design Team 2 Lead	●	●	●	●	●	●	●	●	●
Blake Peters, PE	Trenchless Engineer	●	●	●	●	●	●	●	●	●
Brian Hickox	Crew Leader 1	●		●	●	●			●	
Russell (Red) Powers	Crew Leader 2			●	●				●	
Spencer Taylor	Restoration Crew Leader			●	●	●				

Resumes are presented on the following pages. >



Martin Adams

PROJECT MANAGER

Martin "Marty" Adams is a highly experienced Project Director with over 30 years in the underground construction industry, specializing in reclaimed water main projects. His expertise extends from design-build projects to a diverse range of utility projects. Since joining T B Landmark in 2011, he has demonstrated exceptional leadership in various roles, including his current position overseeing reclaimed water main projects. Marty's commitment to safety and industry leadership is reflected in his extensive training and past presidency of NUCA in North Florida.

► Project Experience

St. Augustine Lakes - Offsite Utilities, St. Augustine, FL: TBL constructed an offsite water main and force main for a new subdivision. Installation of 100 LF of 6" PVC WM, 2,680 LF of 10" PVC FM and 1,640 LF of 12" WM by open cut. 120 LF of 12" HDPE WM, 7,250 LF of 12" HDPE FM, and 4,050 LF of 16" WM installed by HDD.

Old Kings Road Force Main and Transmission Main, City of Palm Coast, FL: Construction of more than 13,000 LF of multiple sizes of force main including numerous directional drills of 18" HDPE pipe. TBL made connections to existing force mains, assembled air release valves, and constructed a triplex submersible pump station.

Halifax River Force Main Improvements, Daytona Beach, FL: As prime contractor, TBL installed by subaqueous directional drill 2,500 LF of wire lined 30" FPVC. This project also included open cut installation of 1,700 LF of 30" DIP, 2 wet taps (24" and 30"), tie-ins to existing force main, 2- 24" insert valves, as well as all restoration of all disturbed areas.

Greenland WRF Pipelines, JEA - Jacksonville, FL: Installation of 15 wire lined horizontal directional drills ranging from 30"- 42" including 5 of these drills going under 9B in the FDOT ROW in single pulls are 1,697' of 30" HDPE RWM, 1,697 LF of 42" HDPE RWM, 1,713' of 30" HDPE FM, 1,767' of 42" HDPE FM, and 1,729' of 36" HDPE Raw WM. The other 10 drills completed in single pull are 1,800 LF, 900 LF, 900' and 1,200 LF of 30" HDPE Water Main, 1,300 LF, 1,300 LF, 700 LF, 800 LF, 900 LF and 1,000 LF of 36" Reclaim Water Main. The total drill footage on job is 19,403 LF.

Pritchard Road Water Main, Jacksonville, JEA - Jacksonville, FL: Project Director for the detailed route evaluation, permitting, and design of over 7,000 LF of new 16 inch Ductile iron water main in the North Grid area west of I-295 in Duval County. Project includes the design to install 350 LF (plan quantity) of 18-inch HDPE by Horizontal Directional Drill beneath existing storm drains. This project is part of a series of future water main extensions that will ultimately provide improved interconnection within the water grid on the west side of Duval County.

Greenland Reclaim Water Main Project, JEA - Jacksonville, FL: JEA is installing a reclaimed water main from the Greenland Water Reclamation Facility to the Nocatee area, to provide sustainable and clean energy for current and future customers.

US-1 South 20" Water Main, JEA - Jacksonville, FL: Installation of 3,200 LF of 20" DI water main by open cut, as well as 1,790 LF of 24" HDPE water main by HDD. This project also included at 60 LF jack and bore of 30" steel casing.

QUALIFICATIONS

- ✔ Proven Experience Installing Long Distance Ductile Iron and Welded Steel Mains up to 48 Inches in Diameter
- ✔ Directed and/or Managed 7 Local Pipeline Design-Build Projects in Congested Corridors and Directed/Managed 25 St. Johns County Projects.

EDUCATION

Hutchinson Community College,
Hutchinson, KS

Florida Community College,
Jacksonville, FL – Advanced
Underground Construction

LICENSURE / CERTIFICATES

Marine Contractor License, State
of Maryland Marine Contractors
Licensing Board – License #438E

Estimating & Bid Strategy –
Associated Builders & Contractors

Accident Reduction Training – NUCA

Leadership for Crew Leaders –
NUCA



Robert Garland, PE, DBIA, ENV SP

DESIGN MANAGER

As a Designated Design-Build Professional (DBIA), he embodies the principles of efficient and collaborative project delivery, fostering an environment where teamwork and innovation thrive. Garland's signature approach is evident in his role as a Pre-Construction Manager and Design Manager across various high-profile projects, where his ability to intuitively navigate the complexities of design and construction under the design-build contract has led to successful project outcomes. His extensive experience includes holding pivotal roles in projects exceeding \$1 billion in constructed value, demonstrating a profound ability to manage risk, engage stakeholders, and adhere to stringent quality standards.

► PROJECT EXPERIENCE

Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main, Hillsborough County, FL: Design Manager for the design of over 72,600 LF of 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission and FDOT's expansion of the Veterans Expressway. This project was recognized as the 2017 Environmental Project of the Year by the Florida Chapter, APWA based on the team implementing ENVISION Gold standards throughout the planning, design, and construction process.

Pritchard Road Water Main, JEA - Jacksonville, FL: Design Manager for the detailed route evaluation, permitting, and design of over 7,000 LF of new 16 inch Ductile iron water main in the North Grid area west of I-295 in Duval County. The project includes the design to install 350 LF (plan quantity) of 18-inch HDPE by Horizontal Directional Drill beneath existing storm drains. This project is part of a series of future water main extensions that will ultimately provide improved interconnection within the water grid on the west side of Duval County.

Halifax River Force Main Improvements, City of Daytona Beach, FL: Project Manager for the design, permitting and construction phase services for the installation of 2,300 LF of 30-inch diameter FPVC force main by a subaqueous horizontal directional drill (HDD) under the Halifax River (Intracoastal Waterway). The project included federal and local permits including acquisition of a sovereign submerged lands easement. To protect the surrounding homes from excessive noise a noise, a sound barrier was installed around the perimeter of the drill rig staging area. This project was presented at the ASCE UESI Pipeline 2018 Conference.

Lift Station 10 Improvements, City of Daytona Beach, FL: Design manager for design, permitting, bidding and construction services for this improvement project that included 10,050 LF of new 30-inch force main and 1,000 LF of 24-inch force main, and installation of 8,170 LF of cured-in-place liner in an existing 30-inch PCCP pipeline. The 30-inch ductile iron pipe was installed via horizontal directional drill (HDD) at the US Hwy 92 (International Speedway Boulevard), I-95 and the Tomoka River crossings. This portion of the project also included two jack-and-bore installations under I-95 and US Hwy 92. The construction methods were selected to minimize traffic impacts.

FY19 CIP Watermain Improvements Program, City of Tampa, FL: Design Manager. This project involved the design, permitting, and construction of approximately 102,000 LF of watermains located within 20 project areas throughout the City of Tampa to replace aged watermains and improve water service and quality.

QUALIFICATIONS

- ✔ DBIA Credentialed Professional
- ✔ Approved DBIA Credential Instructor
- ✔ Former Licensed Contractor

EDUCATION

B.E. / Civil Engineering, Vanderbilt University

LICENSURE

DBIA Professional

Professional Engineer: FL #64329

Professional Geologist: KY

Credentialed Envision Sustainability Professional



David Wehner, PE

PROJECT ENGINEER

David is a seasoned civil engineer with over 23 years of experience specializing in municipal utility systems, particularly on design-build methodologies and reclaimed water and transmission main projects. Mr. Wehner's proficiency extends to the intricate arena of permitting and environmental compliance, ensuring projects not only meet their technical and operational goals but also align with regulatory requirements and community standards. **His projects, such as the Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main project received recognition from both the Florida American Public Works Association and the Design-Build Institute of America, Florida Region, for its innovative design and construction approach.**

PROJECT EXPERIENCE

Dale Mabry Force Main & Reclaimed Transmission Main, Hillsborough County, FL: Mr. Wehner served as Senior Project Manager and Engineer-of-Record, overseeing construction of over 72,600 LF of 20-inch to 36-inch force main and reclaimed water transmission main through environmentally sensitive areas. The project utilized 16 horizontal directional drills totaling more than 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission, and FDOT's expansion of the Veterans Expressway.

Falkenburg Reclaimed Water, Hillsborough County, FL: Project Engineer on this design-build project that consisted of approximately 73,000 LF of 24-inch ductile iron reclaimed water pipeline following a predetermined route and a 2,300 LF 36-inch HDPE directional drill. It was the responsibility of design-builder to prepare the final specification and construction drawings, based on the Design Criteria Package for the installation of the new pipeline. Design-builder was also responsible for obtaining all relevant and necessary permits related to the installation of this pipeline. All work was subject to rigorous QC/QA, and MOT plans and dust control measures were maintained throughout.

North to Southeast Reclaimed Water Interconnect Project, Manatee County, FL: Project Engineer for the design of 83,000 LF of 30-inch ductile iron reclaimed water main as part of the Manatee Agricultural Reuse System (MARS). The majority of the pipe was installed using open-cut trench installation, approximately 15,000 LF of which was along SR 64, a major east-west corridor into the City of Bradenton as well as connecting to an existing utility at US 75.

Skycrest Reclaimed Water System, City of Clearwater, FL: Project manager for the design and permitting of approximately 17,300 LF of 24-inch reclaimed transmission piping, a 7.2 mgd reclaimed water booster pump station and 5 mg storage facility, and 52,500 LF of 4- and 8-inch distribution piping. The project also included design of two potable water main extensions within the construction area of a concurrent Del Oro Groves reclaimed water project.

South County Water Main, Hillsborough County, FL: Lead Pipeline Engineer for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains. Services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.

QUALIFICATIONS

- ✔ Significant experience (23+ years) managing projects of similar scope
- ✔ Proven Execution of Time-Sensitive Design-Build Projects
- ✔ Recognized Open Cut and Trenchless Design and Permitting Specialist

EDUCATION

B.S., Civil Engineering

University of South Florida -
Magna Cum Laude

LICENSURE

Professional Engineer, FL #59541



Charles Hill, PE

DESIGN TEAM 1 LEADER



QUALIFICATIONS

- ✔ Extensive experience with design and installation of pressurized pipelines up to 60"
- ✔ Significant project management experience, particularly with municipality utility projects.

EDUCATION

B.S., Civil Engineering,
Mississippi State University

LICENSURE

Professional Engineer, FL #81509

Charles is an experienced project manager for complex pipeline projects and has led planning, design, permitting, and construction phase activities for clients throughout the southeast. He is serving in the same role for JEA's Prichard Road Water Main project. Charles brings significant project management experience on the design of 100 miles of pipelines with diameters ranging up to 60 inches. This experience provides him with extensive knowledge and understanding of managing risks when designing pipelines through congested or environmentally sensitive corridors. As senior project manager, Charles will serve as your daily point of contact. He has full contract authority to act on behalf of McKim & Creed to monitor and adjust team resources to protect the project's budget and schedule. Charles is fully responsible and dedicated for the success of this project.

► PROJECT EXPERIENCE

Pritchard Road Water Main, JEA - Jacksonville, FL: Project Manager for the detailed route evaluation, permitting, and design of over 7,000 LF of new 16 inch Ductile iron water main in the North Grid area west of I-295 in Duval County. Project includes the design to install 350 LF (plan quantity) of 18-inch HDPE by Horizontal Directional Drill beneath existing storm drains. This project is part of a series of future water main extensions that will ultimately provide improved interconnection within the water grid on the west side of Duval County.

Capitol Street Water Distribution and Wastewater Collection System Rehabilitation, City of Jackson, MS: Project Manager for new water/sewer lines. Water system improvements included replacement of an existing 8-inch pipe with 2,250 LF or new 12-inch ductile iron water main. The sanitary sewer improvements of the project included over 1,600 LF of 12-inch, and 18-inch CIPP sanitary sewer pipe rehabilitation, lining of sewer laterals with a "top hat" transition piece, 24 new manhole liners, and 200 LF of new 15-inch PVC SDR-26 sanitary sewer pipe to improve flow and reduce Infiltration and Inflow (I & I) problems.

Force Main Renewal and Replacement Packages, Continuing Engineering Services, Orange County, FL: Project Manager for the design, permitting, bidding, and construction for the total replacement of over 18,000 LF of wastewater force main under three separate design, bidding, permitting, and construction packages, South Area Packages 1 and 2 and East Area Package 1. Project objectives included maintaining wastewater service, maintenance of vehicular and pedestrian traffic, and mitigating all other impacts during construction.

Halifax River Force Main Improvements, City of Daytona Beach, FL: Project Engineer for the design, permitting and construction phase services for the installation of 2,300 LF of 30-inch diameter FPVC force main by a subaqueous horizontal directional drill (HDD) under the Halifax River (Intracoastal Waterway). The project included federal and local permits including acquisition of a sovereign submerged lands easement. To protect the surrounding homes from excessive noise a noise, a sound barrier was installed around the perimeter of the drill rig staging area. This project was presented at the ASCE UESI Pipeline 2018 Conference. ES

FY19 CIP Water Main Improvements, City of Tampa, FL: Project Engineer. This project involved the design, permitting, and construction of approximately 102,000 LF of water mains located within 20 project areas throughout the City of Tampa to replace aged water mains and improve water service and quality. The project included extensive tree surveys to identify grand and protected trees within the project area to safeguard the City's assets. Services also included site assessment, limited remediation, and the development of revised construction methods to safely install the utilities through an unforeseen contaminated zone.



QUALIFICATIONS

- ✔ Significant experience in pipe replacement projects
- ✔ Engineered and managed multimillion-dollar utility pipeline projects
- ✔ Cross-trained to provide design of water main, roadway, and drainage improvements

EDUCATION

BS, Environmental Engineering
Florida Atlantic University

LICENSURE

Professional Engineer, FL #75524

Omar Khan, PE

DESIGN TEAM 2 LEADER

Omar has over 15 years of utility design experience, with a particular emphasis on pipeline projects. He has successfully managed pipeline projects in complex sites such as established subdivisions/neighborhoods, high-traffic areas, and congested urban environments. While working on these projects, he provided feasibility studies, design reports/plans, specifications, cost estimates, permitting/bidding assistance, and engineering services during construction. Omar has engineered and managed multi-million-dollar utility pipeline projects.

▶ PROJECT EXPERIENCE

Miscellaneous Water Main Improvements, City of Coral Springs, FL: Project engineer for design services, permitting/bidding assistance, and engineering services during construction for the installation of 16,200 LF of potable water transmission main. Trenchless technologies were used to directional drill 700 LF of 16-inch FPVC. The remaining portions of the project were installed with DIP.

Sample Road Water Main Phases I & II, City of Coral Springs, FL: Engineering services for preliminary design, final design, permitting, bidding and services during construction. In an effort to increase water distribution capabilities throughout the City of Coral Springs' service area. Additionally, as an add alternate to this project, a new water main was also designed along Coral Hills Drive from Sample Road to NW 31st Court. The project consisted of approximately 1,500 feet of 16-inch ductile iron water main along Sample Road and 950 feet of 12-inch ductile iron water main along Coral Hills. Eckler Engineering was responsible for construction services such as daily site evaluations and inspections.

Water Distribution Main and Sidewalk Replacement, Town of Wingate, NC: Project manager for the design and permitting of three (3) water distribution main pipelines and a new sidewalk. Project included approximately 550 LF of 2-inch galvanized water with 2-inch PVC water pipe, 1,100 LF of galvanized waterline with 6-inch PVC water pipe, approximately 260 LF of 2-inch galvanized waterline with 2-inch PVC water pipe, and new construction of approximately 1,300 LF of sidewalk. All projects included development of design drawings and specifications, system pressure evaluation, opinion of probable construction costs, and permitting. Project included coordination with the Centralina Council of Governments (CCOG) as the Town received funding through the Community Development Block Grant (CDBG).

NW 110th Water Main Replacement, City of Coral Springs, FL: In response to the City's concern for operational issues associated with cast iron pipe in the distribution system. The project consisted of installing approximately 5,280 feet of 8-inch ductile iron pipe alongside the old cast iron main which was abandoned and grouted. There were five existing fire hydrants that were removed and replaced along with three new fire hydrants installed. The project also consisted of replacing forty-two water services that serve the surrounding neighborhood. Project also included site visit evaluations and field-testing inspections during construction.

Lift Station 21C Reconstruction and New Force Main, City of Coral Springs, FL: Project manager for the planning, design, permitting and construction engineering of 1,400 LF of 10-inch force main to replace the aging 6-inch force main which would ultimately reduce the horsepower required for the new lift station.



Blake Peters, PE

TRENCHLESS ENGINEER



QUALIFICATIONS

- ✔ Designed over 100,000 LF of directional drills
- ✔ Extensive experience with large diameter pipeline installation by open cut and trenchless technologies
- ✔ He is a regionally recognized HDD and pipeline specialist and is viewed as the “go to engineer” in Florida by HDD contractors

EDUCATION

B.S., Civil Engineering, California State Polytechnic, University, Pomona

LICENSURE

Professional Engineer, FL #64429

Pipeline Assessment Certification Program (PACP)

Blake has designed numerous HDD projects ranging from 4-inch to 30-inch diameter and up to 3,450 feet long, including the award-winning Siesta Key to Casey Key Water Main project, APWA Emergency Repair Project of the Year. He is active in the trenchless industry and has published and presented papers at the NASTT No-Dig Conference and ASCE UESI Pipelines Conference. He has successfully obtained federal and local permits for HDD projects by demonstrating how the design identifies all project risks and steps have been taken to effectively mitigate those risks. He is also experienced in obtaining sovereign submerged lands easements to support HDDs that cross waters of the state.

► PROJECT EXPERIENCE

Dale Mabry Diversion Force Main & Reclaimed Transmission Main, Hillsborough County, FL: Project Engineer for the design and construction of over 64,000 LF of 20-inch through 36-inch force main and reclaimed water transmission through environmentally sensitive areas, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts.

Reclaimed Water Interconnect Phase 1 Route Analysis and Design, Sarasota County, FL: Project Engineer for reclaimed water pipeline design support services. McKim & Creed assisted with the development of three technical memorandums and a Basis of Design Report that included a water balance analysis, hydraulic modeling, pump station, pipeline design, and integrated monitoring/control strategy as the first phase of a project to design 12 miles of 24-inch reclaimed water transmission main.

Halifax River Force Main Improvements, City of Daytona Beach, FL: Sr. Project Engineer for design, permitting and construction services for installation of 2,300 LF of 30-inch diameter FPVC force main by a subaqueous horizontal directional drill (HDD) under the Halifax River (Intracoastal Waterway). The project required federal and local permits, including acquisition of a sovereign submerged lands easement. A noise barrier was installed around the drill rig staging area to protect the surrounding homes from excessive noise. This project was presented at the ASCE UESI Pipeline 2018 Conference.

Old Kings Road Force Main and Transmission Main, City of Palm Coast, FL: Project Engineer for the planning, design, and construction of a new force main and transmission mains. Initial work included a hydraulic analysis of the manifolded force main system that included multiple pump stations within the Old Kings Road service area. The reclaimed water main and potable water main hydraulic models were also updated under a separate task order and improvements were recommended for both transmission mains to meet future demands. The final design included an extension of the reclaimed water and potable water mains and the addition of a parallel force main. The three (3) utility improvement projects were bundled to reduce overall program costs and to minimize disruption to the community.

Key West to Sunset Key Directional Bore | Sunset Island Utility Corp., Key West, FL: Project Manager for this challenging design-build project to replace aging utility lines serving Sunset Key, a privately-owned island. The work included replacing a sewer force main, potable water main, and electric, telephone, data and television cables. An efficient and cost-effective design bundled the proposed utilities together for installation into a single 2,700 LF HDD bore hole using various pipe materials.



BJ Bourgholtzer

CONSTRUCTION MANAGER

BJ Bourgholtzer brings with him a wealth of experience, spanning over 26 years in the construction industry. He has also made significant contributions to the construction of underground facilities, particularly in the management of horizontal directional drilling (HDD) operations. As a Construction Manager for design-build utility pipeline projects at T B Landmark, BJ's responsibilities include overseeing project execution, scheduling crews, and ensuring customer satisfaction. His strong commitment to open communication facilitates the successful and timely completion of projects.

► Project Experience

D/B- Crawford Diamond Development Water & Sewer Facilities, Town of Callahan, FL: Design and Installation of 20 LF of 4" PVC FM, 15,251 LF of 8" PVC FM, and 4,260 LF of 12" PVC FM by open cut, 250 LF of 14" HDPE FM via HDD, 10,000 LF of 10" HDPE FM via HDD with the longest drill totaling 1,200 LF in a single pull. 300 LF of 12" PVC WM via open cut. Project also included 200 LF of 24" Steel Casing FM J/B, 200 LF of 24" Steel Casing WM J/B both under CSX Railroad and Building a Wastewater Treatment Plant and a Water Treatment Plant.

St. Augustine Lakes - Offsite Utilities, St. Augustine, FL: TBL constructed an offsite water main and force main for a new subdivision. Installation of 100 LF of 6" PVC WM, 2,680 LF of 10" PVC FM and 1,640 LF of 12" WM by open cut. 120 LF of 12" HDPE WM, 7,250 LF of 12" HDPE FM, and 4,050 LF of 16" WM installed by HDD.

Greenland WRF Pipelines, JEA - Jacksonville, FL: Installation of 15 wire lined horizontal directional drills ranging from 30" - 42" including 5 of these drills going under 9B in the FDOT ROW in single pulls are 1,697' of 30" HDPE RWM, 1,697 LF of 42" HDPE RWM, 1,713' of 30" HDPE FM, 1,767' of 42" HDPE FM, and 1,729' of 36" HDPE Raw WM. The other 10 drills completed in single pull are 1,800 LF, 900 LF, 900' and 1,200 LF of 30" HDPE Water Main, 1,300 LF, 1,300 LF, 700 LF, 800 LF, 900 LF and 1,000 LF of 36" Reclaim Water Main. Total drill footage on job is 19,403 LF.

Old Kings Road Force Main and Transmission Main, City of Palm Coast, FL: Construction of more than 13,000 LF of multiple sizes of force main including numerous directional drills of 18" HDPE pipe. TBL made connections to existing force mains, assembled air release valves, and constructed a triplex submersible pump station.

Grand Oaks- Offsite Water Main Extension, St. Augustine, FL: Installation of 12,260 LF of 20" PVC water main by the open cut method. This project also included 500 LF and 1,000 LF of 24" HDPE water main by HDD. A portion of this project was completed in the FDOT ROW.

Reunion Resort Reclaimed Water Main Extension, Davenport, FL: This project consisted of installation of 2,800 LF of 24" PVC reclaimed water main by open cut, 1,190 LF of 24" FPVC reclaimed water main by directional drill, and construction of a reclaimed water delivery station and discharge structure. The connection to the existing main was made by a 24"x36" tapping sleeve and valve. All associated golf course restoration was included on this project.

West Grid- Wilson to Timuquana- 30" Force Main, JEA - Jacksonville, FL: This project included open cut, HDD and jack and bore installation of a new force main from Timuquana Blvd west to Wilson Avenue. 12,630 LF of 30" PVC was installed by open cut, 900 LF of 36" HDPE was installed by subaqueous HDD, and 908 LF of 6" HDPE was installed by HDD. The jack and bore consisted of 160 LF of 48" casing with 30" DR25 PVC inside. This project also included 234 LF of 30" stainless steel aerial crossing, installation of an 8 foot diameter Type G manhole, 250 LF of 16" FM bypass system to set the manhole, grout filling 12,000 LF of existing DI force main, and complete mill and overlay of project area.

QUALIFICATIONS

- ✓ Turn-key project management from pre-construction through project close-out
- ✓ Estimation
- ✓ Contract administration
- ✓ Sub-contractor screening, evaluation and selection
- ✓ Crew assignments

EDUCATION

Florida State College of Jacksonville
-- General Education Coursework --

LICENSURE / CERTIFICATIONS

Firefighter Training - January 2002-
October 2002

Emergency Medical Care Training -
April 2004 - July 2004



Orlando Torres

TRENCHLESS SUPERINTENDENT

Orlando Torres is a drilling supervisor with over 25 years of experience in underground utility construction. He possesses extensive knowledge of directional drilling and open lay operations in natural gas pipeline and water/wastewater infrastructure.

► Project Experience

Halifax River Force Main Improvements, Daytona Beach, FL: As prime contractor, TBL installed by subaqueous directional drill 2,500 LF of wire lined 30" FPVC. This project also included open cut installation of 1,700 LF of 30" DIP, 2 wet taps (24" and 30"), tie-ins to existing force main, 2- 24" insert valves, as well as all restoration of all disturbed areas.

D/B- Crawford Diamond Development Water & Sewer Facilities, Town of Callahan, FL: Design and Installation of 20 LF of 4" PVC FM, 15,251 LF of 8" PVC FM, and 4,260 LF of 12" PVC FM by open cut, 250 LF of 14" HDPE FM via HDD, 10,000 LF of 10" HDPE FM via HDD with the longest drill totaling 1,200 LF in a single pull. 300 LF of 12" PVC WM via open cut. Project also included 200 LF of 24" Steel Casing FM J/B, 200 LF of 24" Steel Casing WM J/B both under CSX Railroad and Building a Wastewater Treatment Plant and a Water Treatment Plant.

St. Augustine Lakes - Offsite Utilities, St. Augustine, FL: TBL constructed an offsite water main and force main for a new subdivision. Installation of 100 LF of 6" PVC WM, 2,680 LF of 10" PVC FM and 1,640 LF of 12" WM by open cut. 120 LF of 12" HDPE WM, 7,250 LF of 12" HDPE FM, and 4,050 LF of 16" WM installed by HDD.

Greenland WRF Pipelines, JEA - Jacksonville, FL: Installation of 15 wire lined horizontal directional drills ranging from 30"- 42" including 5 of these drills going under 9B in the FDOT ROW in single pulls are 1,697' of 30" HDPE RWM, 1,697 LF of 42" HDPE RWM, 1,713' of 30" HDPE FM, 1,767' of 42" HDPE FM, and 1,729' of 36" HDPE Raw WM. The other 10 drills completed in single pull are 1,800 LF, 900 LF, 900' and 1,200 LF of 30" HDPE Water Main, 1,300 LF, 1,300 LF, 700 LF, 800 LF, 900 LF and 1,000 LF of 36" Reclaim Water Main. Total drill footage on job is 19,403 LF.

South County AWTF DB- HDD- Ruskin, FL: Installation of 2,300 LF of 30" DR 11 HDPE by HDD in a single pull and 180 LF of 30" by open cut.

Reunion Resort Reclaimed Water Main Extension, Davenport, FL: This project consisted of installation of 2,800 LF of 24" PVC reclaimed water main by open cut, 1,190 LF of 24" FPVC reclaimed water main by directional drill, and construction of a reclaimed water delivery station and discharge structure. The connection to the existing main was made by a 24"x36" tapping sleeve and valve. All associated golf course restoration was included on this project.

Old Kings Road Force Main and Transmission Main, City of Palm Coast, FL: Construction of more than 13,000 LF of multiple sizes of force main including numerous directional drills of 18" HDPE pipe. TBL made connections to existing force mains, assembled air release valves, and constructed a triplex submersible pump station.

US-1 South 20" Water Main, JEA - Jacksonville, FL: Installation of 3,200 LF of 20" DI water main by open cut, as well as 1,790 LF of 24" HDPE water main by HDD. This project also included at 60 LF jack and bore of 30" steel casing.



QUALIFICATIONS

- ✔ Supervised crews and subcontractors on numerous trenchless and directional drilling pipeline installations.
- ✔ Experience with slurry design used in trenchless installations in granular and abrasive soils
- ✔ Large diameter trenchless installation experience
- ✔ Rig mechanics and Drilling fluids
- ✔ Drill plan submittals
- ✔ Inadvertent Returns prevention
- ✔ Drill pipe & tooling
- ✔ Pipe fusion - HDPE & FPVC

LICENSURE / CERTIFICATIONS

Veriforce Operator Qualifications

Competent Person in Excavation Safety

Advanced MOT Certified

Trench Shoring

Fusion Certification - Consolidated Pipe

Class I Fusion - Underground Solutions

First Aid / CPR



Sead Kajtezovic

OPEN CUT SUPERINTENDENT

QUALIFICATIONS

- ✔ Oversee aspects of field management for water/wastewater infrastructure projects.
- ✔ Construction of mainlines up to 48" in diameter. DPE, PVC, Ductile iron and steel piping.
- ✔ Competent person- trench excavation & safety.

LICENSURE

CPR / First Aid Certified

FDOT Advanced MOT Certified

OSHA 10

Mr. Kajtezovic has more than 13 years of experience in the underground construction industry. As Pipeline Superintendent, Sead will be responsible to direct, guide and mentor foremen and crews, oversee crews and subcontractors, maintain project schedule, prepare quantities for monthly pay application, work with the Construction Manager to maintain a set of "As-Builts", ensure proper job cost reporting, maintain a correspondence file with related information, and implementation of T B Landmark's safety policy in the field. Sead is also versatile in operating several types of heavy equipment. His project experience includes water, wastewater and reclaimed pipeline projects.

► Project Experience

D/B- Crawford Diamond Development Water & Sewer Facilities, Town of Callahan, FL: Design and Installation of 20 LF of 4" PVC FM, 15,251 LF of 8" PVC FM, and 4,260 LF of 12" PVC FM by open cut, 250 LF of 14" HDPE FM via HDD, 10,000 LF of 10" HDPE FM via HDD with the longest drill totaling 1,200 LF in a single pull. 300 LF of 12" PVC WM via open cut. Project also included 200 LF of 24" Steel Casing FM J/B, 200 LF of 24" Steel Casing WM J/B both under CSX Railroad and Building a Wastewater Treatment Plant and a Water Treatment Plant.

Old Kings Road Force Main and Transmission Main, City of Palm Coast, FL: Construction of more than 13,000 LF of multiple sizes of force main including numerous directional drills of 18" HDPE pipe. TBL made connections to existing force mains, assembled air release valves, and constructed a triplex submersible pump station.

St. Johns Avenue Downtown District Water Main, Palatka, FL: Installation of 950 LF of 10" PVC, 8,400 LF of 8" PVC, and 3,334 LF of 6" PVC water main by open cut. 500' of 8" FPVC water main by HDD and 2,000 LF of 4" FPVC water main by HDD. Project also included 100 LF of 20" steel casing jack and bore.

Players Club WRF to Sawgrass WRF Interconnects, St. Johns County, FL: Installation of 1,967 LF of 10" PVC DR18 and 14 LF of 6" PVC DR18 Reclaimed Water Main by open cut. 1,913 LF of 12" PVC DR18 force main by open cut. Three shots of 12" HDPE DR9 (DIPS) Reclaimed water main (542 LF, 776 LF, and 654 LF) and three shots of 16" HDPE DR9 (DIPS) Force Main (571 LF, 771 LF, and 675 LF) by HDD. This project also included 2 Jack and bores- 180' of 20" Steel cased RWM and 180' of 24" Steel cased FM.

Reunion Resort Reclaimed Water Main Extension, Davenport, FL: This project consisted of installation of 2,800 LF of 24" PVC reclaimed water main by open cut, 1,190 LF of 24" FPVC reclaimed water main by directional drill, and construction of a reclaimed water delivery station and discharge structure. The connection to the existing main was made by a 24"x36" tapping sleeve and valve. All associated golf course restoration was included on this project.



Brian Hickox

CREW LEADER 1

29 years of experience in civil and underground utility construction with extensive knowledge of Trenchless construction, horizontal directional drilling and open lay operations in Natural Gas pipelining and Water / Wastewater infrastructure.

QUALIFICATIONS

- ✔ Oversee aspects of field management for Water/ Wastewater infrastructure projects.
- ✔ Construction of mainlines up to 48" in diameter.
- ✔ HDPE, PVC, Ductile Iron and Steel piping
- ✔ Pulling multiple pipes through the same hole
- ✔ Competent Person – trench excavation & safety
- ✔ Advanced MOT certified

EDUCATION

Florida Community College – Jacksonville, FL

CERTIFICATIONS

Advanced MOT certified

▶ Project Experience

CR 2209 FM & Reclaimed WM from IGP to SR 16- St. Augustine, FL: Installation of 4,590 LF of 20" DR 11 HDPE force main by HDD, 20' of 12", 260' of 16", and 60' of 20" DR20 PVC force main by open trench. Project also included 3,400' of 24" DR 11 HDPE reclaimed water main by HDD and 260' of 20" DR 25 PVC reclaimed water main by open trench.

International Golf Pkwy Reclaimed Water & Force Main, St. Augustine, FL: Installation of 13,700' of 24", 20" & 16" RWM and 7,900' of 20" & 16" FM. This project was installed using both open trench and horizontal directional drilling.

West Grid- Wilson to Timuquana- 30" Force Main, JEA - Jacksonville, FL: This project included open cut, HDD and jack and bore installation of a new force main from Timuquana Blvd west to Wilson Avenue. 12,630 LF of 30" PVC was installed by open cut, 900 LF of 36" HDPE was installed by subaqueous HDD, and 908 LF of 6" HDPE was installed by HDD. The jack and bore consisted of 160 LF of 48" casing with 30" DR25 PVC inside. This project also included 234 LF of 30" stainless steel aerial crossing, installation of an 8 foot diameter Type G manhole, 250 LF of 16" FM bypass system to set the manhole, grout filling 12,000 LF of existing DI force main, and complete mill and overlay of project area.

US-1 South 20" Water Main, JEA - Jacksonville, FL: Installation of 3,200 LF of 20" DI water main by open cut, as well as 1,790 LF of 24" HDPE water main by HDD. This project also included at 60 LF jack and bore of 30" steel casing.



QUALIFICATIONS

- ✔ Trench Shoring Competent Person
- ✔ CPR, First Aid, & Bloodborne pathogen Certified
- ✔ Confined Space Entry Technician
- ✔ OSHA 30 Hour
- ✔ OSHA Excavation Competent Person

LICENSURE

Advanced MOT Certified

Russell (Red) Powers

CREW LEADER 2

Russell (Red) Powers has been in the underground construction industry for over 37 years. He is proficient in the implementation of best practices that are incorporated to mitigate the impacts to surrounding utility assets, the natural environment and of equal importance, the safety of his crews and the general public. In addition to overall site management, Red is able to operate heavy machinery, fuse pipe, perform deep underground cuts & tie-ins and perform MOT / work-zone safety.

► Project Experience

Halifax River Force Main Improvements: Daytona Beach, FL: As prime contractor, TBL installed by subaqueous directional drill 2,500 LF of wire lined 30" FPVC. This project also included open cut installation of 1,700 LF of 30" DIP, 2 wet taps (24" and 30"), tie-ins to existing force main, 2- 24" insert valves, as well as all restoration of all disturbed areas.

Blackrock Cove Offsite: Yulee, FL: Installation of 3,300' of 12" PVC WM & 2,600' of 10" PVC by open cut, 400' of 16" HDPE WM & 400' of 12" HDPE FM by HDD. Both drills were by a subaqueous drill under a creek.

Darby- Offsite Water Main, Jacksonville, FL: Installation of 6,000' of 16" water main and 12,600' of 12" force main via open cut and HDD.

St. Augustine Lakes - Offsite Utilities, St. Augustine, FL: TBL constructed an offsite water main and force main for a new subdivision. Installation of 100 LF of 6" PVC WM, 2,680 LF of 10" PVC FM and 1,640 LF of 12" WM by open cut. 120 LF of 12" HDPE WM, 7,250 LF of 12" HDPE FM, and 4,050 LF of 16" WM installed by HDD.

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Grand Oaks- Offsite Water Main Extension, St. Augustine, FL: Installation of 12,260 LF of 20" PVC water main by the open cut method. This project also included 500 LF and 1,000 LF of 24" HDPE water main by HDD. A portion of this project was completed in the FDOT ROW.



C Specialized Subconsultants

A design-build team that has local experience providing integrated design, permitting, land acquisition, and construction services will be critical for achieving the County's goals on this fast-track project. Team members who have diverse expertise in the design and construction of large-diameter pressure mains in congested corridors is preferred by the County.

We propose to execute this project using a core group of local, design-build professionals who have a proven history of successfully addressing similar challenges. These local resources have been added to the team to complement our local services and to give us the ability to proactively identify and resolve potential permitting, design, operational, or land acquisition conflicts upfront to protect the project's construction schedule.

Our fully integrated team understands the progressive design-build process, offers the right balance of innovation and cost competitiveness, and will commit the dedicated, in-house resources required to meet St. Johns County goals.

Meskel & Associates Geotechnical Engineering



Since its founding in 2008, MAE has grown from a one-person firm to a respected geosciences firm with 3 offices, 35+ staff members, a certified materials testing lab, and multiple drill rigs.

At MAE, their senior staff averages over 25 years of experience and are dedicated to meeting client needs and schedules. On every project, their collaborative approach ensures quality, reliable and cost-effective technical services every time. Mae's engineering staff has the expertise and drilling equipment to thoroughly assess subsurface conditions and potential risks at your site, enabling your team to prepare a cost-effective and safe structural design for your project.

MAE has provided geotechnical services to St. Johns County projects, including the Players Club WRF to Sawgrass WRF Interconnects and the CR 2209 Force Main Reclaimed Water Main. Both projects were constructed by T B Landmark.

UNIQUE QUALIFICATIONS

- ✔ St. Johns County experience with utility pipeline projects.
- ✔ Established relationship and working experience with T B Landmark.

TB Landmark | St. Johns County - DB Reclaimed Watermain

Carter Environmental Services Environmental



Carter Environmental Services (CES) is a full-service ecological consulting firm in northeast Florida. Core services include wetland delineation and assessments, Environmental Resource Permitting, threatened and endangered species surveys, wildlife permitting and relocation, mitigation planning and monitoring and preliminary due diligence/ecological assessments. CES will provide environmental and ecological support, as needed, for applications associated with any necessary Environmental Resource Permits. Carter Environmental will play a critical role for any potential ecological or wetlands impacts related to tributary crossings along the project route.

Carter Environmental Services, Inc., (CES), has a history of working smoothly and efficiently with St. John's Water District Management on Environmental Permitting on not only delineation and determination, but wetlands mitigation, which makes them an excellent addition to our team.

UNIQUE QUALIFICATIONS

- ✔ Completed numerous FDEP, SWFWMD, EPC, and USACE permits with McKim & Creed - expedited permitting process with no surprises.
- ✔ Mutually respectful relationships with local regulatory agencies - practical solutions for environmental challenges

Construction & Engineering Services (C&ES) Maintenance-of-Traffic



C&ES brings experience in roadway design, construction, and maintenance of traffic planning to ensure construction phasing minimizes impacts to the community and maintains traffic operability. C&ES specializes in roadway / drainage design and temporary traffic control plans (TTCP) including detours and road closures. All plans and installations will be designed and implemented to the highest FDOT standards.

D Project Organizational Chart

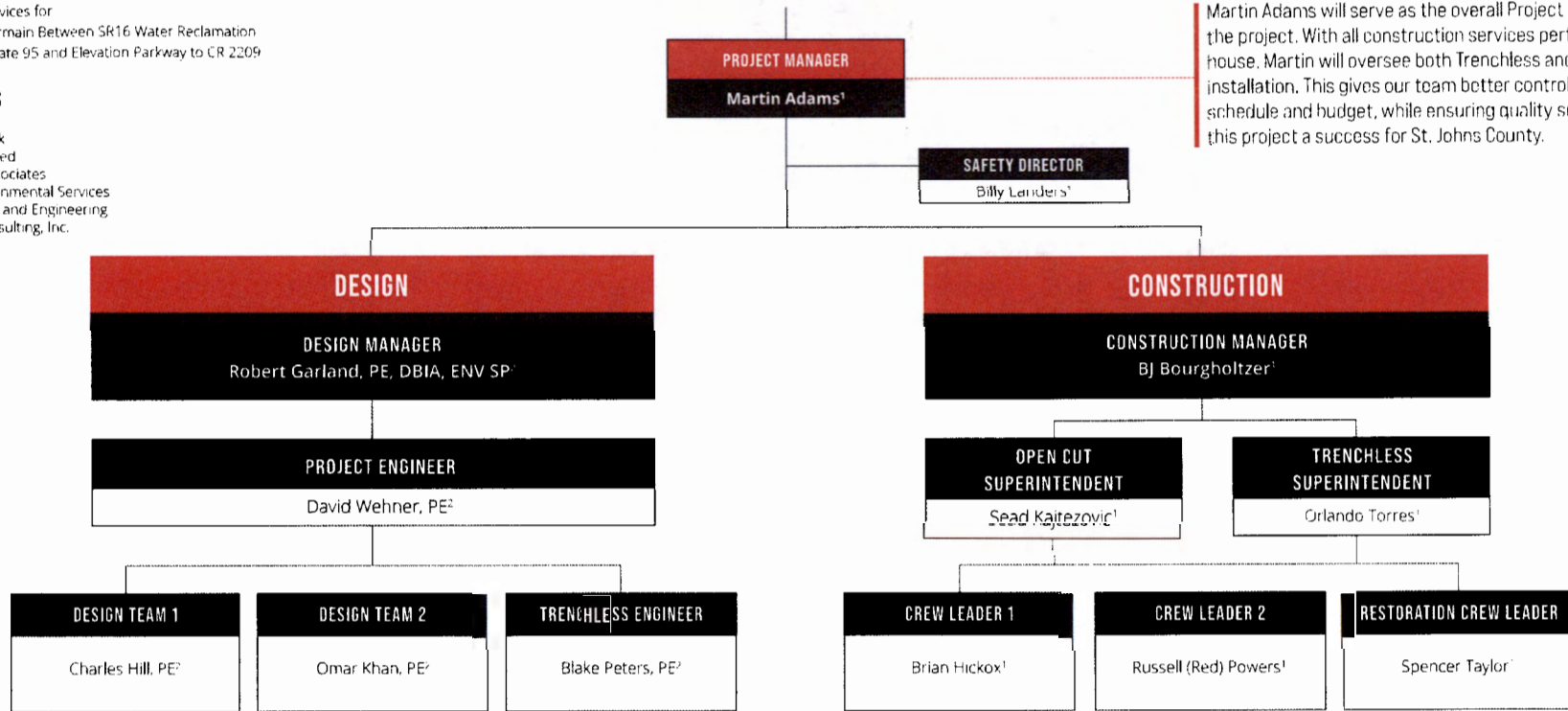
St. Johns County

Design-Build Services for Reclaimed Watermain Between SR16 Water Reclamation Facility to Interstate 95 and Elevation Parkway to CR 2209

TEAM MEMBERS

1. T B Landmark
2. McKim & Creed
3. Meskel & Associates
4. Carter Environmental Services
5. Construction and Engineering Services Consulting, Inc.

ST. JOHNS COUNTY



Martin Adams will serve as the overall Project Manager for the project. With all construction services performed in-house, Martin will oversee both Trenchless and Open Cut installation. This gives our team better control of the project schedule and budget, while ensuring quality service, to make this project a success for St. Johns County.

SUPPORT SERVICES					
HYDRAULIC MODELING Chase Dickinson, PE ²	TRENCHLESS Mike Nixon, PE ¹	ROADWAY / DRAINAGE Tracey Webb, PE ¹	GEOTECHNICAL Brett Harbison, PE ¹	ESTIMATOR Martin Adams	SCHEDULING BJ Bourgholtzer
ENV. / WETLANDS PERMITTING Ryan Carter ²	SURVEY Matt LaLuzerne, PSM ²	PERMITTING Scott Spooner ⁴	SUE Jonathan Welker ¹	CEI Peter Hughes ²	MAINTENANCE-OF-TRAFFIC Claro Magpantay, PE ¹



NOTICE OF INTENT TO AWARD

March 08, 2024 .

RFQ No: 1422; Design-Build Services for Reclaimed Watermain Between SR 16 Water Reclamation Facility to Interstate 95 and Elevation Parkway to CR 2209

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Ric-Man Construction, FL, Inc, as the highest ranked firm, based upon evaluation of submitted Qualifications and subsequent Technical Proposal & Presentation under RFQ 1422.

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.

Leigh Daniels, CPPB
Purchasing Manager
ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: _____

3/8/24

Protest

3/8/24

3

Purchasing Division

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



**EVALUATION SUMMARY SHEET
2nd STAGE-- TECHNICAL PROPOSAL AND PRESENTATION
ST. JOHNS COUNTY, FLORIDA**

Date: March 7, 2024

RFQ No: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED
WATERMAIN BETWEEN SR 16 WATER RECLAMATION
FACILITY TO INTERSTATE 95 AND ELEVATION PARKWAY TO
CR-2209

FIRM	ALAN FLOOD	ERECK BROWN	GORDON SMITH	JARED TAYLOR	LARRY MILLER	AVERAGE RANK	RANK	COMMENTS
Ric-Man Construction, Fl, Inc.	2	2	1	1	1	1.40	1	The Evaluation Committee Recommends entering into negotiations with the top-ranked firm.
T B Landmark Construction, Inc.	1	1	3	3	2	2.00	2	
Metro-Equipment Services, Inc.	3	3	2	2	3	2.60	3	

DEPARTMENT APPROVED:

Scott Trigg: *[Signature]*

PURCHASING APPROVED:

Leigh Daniels: *[Signature]*

Posted to Demandstar:

[Signature]

3/8/24

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.



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

Date: February 26, 2024
**1422; DESIGN-BUILD SERVICES FOR RECLAIMED
 WATERMAIN BETWEEN SR 16 WATER RECLAMATION
 FACILITY TO INTERSTATE 95 AND ELEVATION PARKWAY TO
 CR 2209**

FIRM	EVALUATOR Alan Flood	EVALUATOR Ereck Brown	EVALUATOR Gordon Smith	EVALUATOR Jared Taylor	EVALUATOR Larry Miller	AVERAGE RANK	RANK	COMMENTS
T B Landmark Construction, Inc.	2	1	2	1	2	1.60	1	Shortlisted
Ric-Man Construction, Fl, Inc.	3	5	1	3	1	2.60	2	Shortlisted
Metro-Equipment Services, Inc.	1	3	3	2	5	2.80	3	Shortlisted
DBE Management, LLC	5	2	4	5	3	3.80	4	
Ruby-Collins, Inc.	4	4	5	4	4	4.20	5	

DEPARTMENT APPROVED: Neal Shinkre: *[Signature]*
 PURCHASING APPROVED: leigh Daniels: *[Signature]*
Jamie Locklear: *[Signature]*
 Posted to Demandstar: 2/27/24 2:30PM

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.

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ADDENDUM #1

February 8, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1422 Design-Build Services for Reclaimed Watermain Between SR 16 Water Reclamation Facility to Interstate 95 And Elevation Parkway to CR 2209

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 "I", acknowledging all issued addenda.**

Revisions/Clarifications:

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

1. Part II: Scope of Work; Section A. Project Description is revised to state the following:

The scope of work for this project shall include the Design, permitting and installation of one (1) segment of major reclaimed water transmission pipelines as described below:

- **Route along SR 16 from Elevation Parkway (just north of the North Outlet Mall entrance) to the east side of the County Road 2209 corridor:**
Design, permit, and construct a 20" DR25 PVC reclaimed watermain from the north entrance of the outlet mall to the south side of the CR2209 corridor on the north side of the SR16 right of way. Roads, driveways, and water features will be crossed using a 24" DR11 HDPE HDD. Portions of the route will need to be timbered, cleared and grubbed with all materials hauled off-site, and portions of the route may need to be stabilized for future pipeline maintenance access.

Estimated Budget: \$7,000,000

The County is currently in the process of securing easements for an additional segment that could potentially be included in this contract at a later date. It is important to note that there is no assurance that the SR16 Water Reclamation Facility (WRF) to the west side of the I-95 segment, as outlined below, will be added to the contract in the future. However, if a mutual agreement is reached, the County plans to amend the contract to encompass the specified segment, contingent upon obtaining the necessary easements and project funding. Information regarding this segment is being shared solely for informational purposes:

- **Route from the existing SR16 Water Reclamation Facility (WRF) to the west side of I-95:**
Design, survey, permit, and construct a 16" DR18 PVC reclaimed watermain south from the WRF, 20" DR11 HDPE horizontal directional drill (HDD) under Cowan Swamp, west through the Green Acres neighborhood, 20" DR11 HDPE horizontal directional drill (HDD) under I-95,



and connect to an existing stub out near the entrance to the St. Johns County Sheriff's property. Portions of the route will need to be timbered, cleared and grubbed with all materials hauled off-site, and portions of the route may need to be stabilized for future pipeline maintenance access.

Estimated Budget: \$4,000,000

2. Part IV: Evaluation and Award; Section F. Second Stage – Technical Proposal – Shortlisted Firms Only; Subsection 1. Proposed Schedule; is revised to state the following:

Proposed Schedule – Respondent shall submit a proposed schedule for accomplishing Phase 1 and Phase 2 under the specified Project, as well as the means and methods to be used by the Respondent in order to accomplish Substantial Completion of the entire project (Phase 1 and 2) within **four hundred and fifty (450) consecutive calendar days**.

3. Part V: Contract Requirements; Section A. Contract Agreement & Term; 2nd Paragraph; is revised to state the following:

A Design-Build contract will be negotiated for the identified SR 16 from Elevation Parkway to the east side of the County Road 2209 corridor segment, with the intent of the County to issue a separate Guaranteed Maximum Price (GMP) amendment upon successful completion of Phase 1 – Preliminary Design Services and any County approved early works, contingent upon availability of funds. The County will have the option to incorporate the SR16 Water Reclamation Facility (WRF) to the west side of I-95 segment through a negotiated change order. The negotiated change order will involve initiating Phase 1 – Preliminary Design Services, with the intention of issuing a separate Guaranteed Maximum Price (GMP) amendment upon the completion of Phase 1 – Preliminary Design Services. There is no guarantee that the County will add the SR16 Water Reclamation Facility (WRF) to the west side of I-95 segment to the Design-Build contract.

4. Part V: Contract Requirements; Section Q. Completion Time and Liquidated Damages; 2nd and 3rd Paragraph; is revised to state the following:

Design-Build Firm shall be required to substantially complete the design and construction of the segment within **four hundred and fifty (450) consecutive calendar days** from execution of the Design-Build Contract with an additional **thirty (30) consecutive calendar day**; to reach final completion.

The Design-Build Firm and the County shall work collaboratively to determine and define "Final Completion", but it shall mean, at a minimum, the operation of the Reclaimed Watermain segment at the capacity specified in the Contract and Design Documents.

Questions/Answers:

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

1. For our Statement of Qualifications submittal for RFQ NO: 1422, we would like to request the use of an 11" x 17" project organizational chart to provide our response to Part III, H. Qualification



Submittal Instructions, Section 2: Company, Staff & Team Qualifications – Project Org Chart, if possible.

Answer: Respondents are required to follow Part III: Submittal Instructions & Format provided in the RFQ Document.

2. Please clarify the anticipated schedule of submission for the Shortlist Technical Proposal. Currently, the Shortlist Technical Proposal Presentation & Evaluation date is shown in the RFP as March 7th, 2024, which is 2 weeks after the Evaluation Meeting February 22nd, 2024. We would like to kindly request a 2-week duration to provide the technical proposal submittal (submission on March 7th) and a 1-week duration after the technical proposal submission to prepare for presentations (March 14th). Thank you for your consideration.

Answer: The schedule provided in the RFQ document is for planning purposes only and is subject to change. Once the shortlisted firms are identified, further instructions and a schedule will be provided to the shortlisted firms at that time.

3. Please advise whether or not this project will be subject any Domestic Material requirements such as the American Iron and Steel (AIS) requirements or Buy America requirements.

Answer: No.

4. The RFQ Documents indicate that Substantial Completion for the Project is 365 calendar days from Notice to Proceed. In our opinion, this timeframe is extremely tight. We anticipate that this project would require certain materials such as valves, pipe, fittings, etc. with long lead time for procurement/fabrication. Additionally, the design and permitting efforts will also require extended time which would exacerbate the critical timeframe for the release of the aforementioned long lead materials. Therefore, we suggest that the County may consider establishing a Two-NTP system, as follows :

NTP # 1 (Limited NTP) : This NTP will authorize the D&B Team to proceed with the Engineering Design, Permitting and procurement/fabrication of long lead materials.

NTP # 2 (Full NTP) : To be issued after completion of the activities included in NTP # 1. This NTP will authorize the D&B Team to proceed with Construction activities. Project Substantial Completion to be 365 calendar days form NTP # 2.

Answer: See the Revisions/Clarification for the revised completion time.

5. At the Pre-proposal meeting, the County indicated that Segment # 2 will be prioritized since the County is still pursuing the procurement of certain easements required for the pipeline route in Segment # 1. For planning purposes, please indicate when the County anticipates the acquisition of the aforementioned pending easements.

Answer: See the Revisions/Clarification for the revised scope of work.

6. RFQ Document, Part II : Scope of work indicates “Portions of the route will need to be stabilized for future pipeline maintenance access” for both Segments 1 & 2. Please provide information regarding the extent of the specific areas which will require stabilization as well as details on the specific scope of work which will be required for the areas requiring stabilization.



Answer: A ten feet (10') wide route centered on the pipe will be compacted to 90% proctor measured every 1,000'. Move sample locations outside of HDD extents.

7. Please advise whether or not a Field Office would be required for this Project.

Answer: A field office is not required for this project.

8. Please confirm that the County will reimburse the D&B firm for any required permit fees through the Construction Contingency fund.

Answer: Please refer to the Construction Contingency requirements that can be found in Part II: Scope of Work; Section B. Phase 1 – Preliminary Design Services; Subsection 4. Guaranteed Maximum Price (GMP) and Schedule. Permit fees will be included as part of the negotiated GMP.

9. Regarding Section 4: Current and Projected Workloads – Is it the County's intent for the respondents to provide workload information for the entire company or for only the participating offices?

Answer: Participating offices and specific personnel proposed to actually work on the project.

10. Will the County allow another period for questions after the shortlisted firms are selected and prior to submittal of the Technical Proposals?

Answer: No formal period for questions will be added. Once further instructions are provided to the shortlisted firms, the County may answer general questions regarding the requirements of the Technical Proposals.

11. On the west side of I-95, State Road 16 has undergone widening and is currently being widened in certain places. Will the entirety of SR 16A from the stub-out at the north entrance to the outlet mall to the terminus near Senior Living at the Greens be widened during performance of this contract? If so, what is the known schedule at this time that we must integrate with?

Answer: The widening of SR16 from I-95 to International Golf Parkway (IGP) is not currently a project for St. Johns County (SJC) Public Works or the Florida Department of Transportation (FDOT).

12. The DCP plans indicate the outer limits of clearing for the new ROW extend 130 LF from the centerline of SR-16A. Since portions of the road have been widened, please clarify that the centerline is and will remain the center of the existing, old roadway.

Answer: This project is in the SR16 right of way (ROW); not SR16A. The limit of clearing is 35' from the eastern ROW line for SR16.

13. During the pre-bid meeting, a statement was made that the County was looking to obtain laydown yards for the project. Will the County please share those potential locations for our consideration of use?

Answer: Materials could be stored in the CR 2209 corridor on the north end of the project. This section of CR 2209 will not be built for 18-24 months. Possible private sites are located along SR 16 and could include in front of Grand Oaks, Calvary Baptist Church, or other parcels closer to the Outlet Mall. These property owners have not been contacted by County. The locations



provided are for informational purposes only and are not being recommended by the County. It is up to the awarded Design-Build firm to secure laydown yards for the materials.

14. The DCP plans provide only for the west side of I-95, Phase II. Will DCP plans be provided from the plant to the sheriff's office property, Phase I?

Answer: See the Revisions/Clarification for the revised scope of work.

15. We understand that not all easements have been obtained between the water treatment plant and I-95. Will the County please share which easements it has obtained? What date does SJC anticipate obtaining the final easement that Design-Builder would follow for Phase I?

Answer: See the Revisions/Clarification for the revised scope of work.

16. In the RFQ, Item H. Tentative Schedule of Events, and Part IV: Evaluation and Award, C. Evaluation Criteria and Ranking – upon review and during the pre-bid meeting, there is some ambiguity on how the process will work. First Stage is clear. Is the intent that shortlisted firms from First Stage will be notified February 22, 2024 that they will proceed in preparing Second Stage Technical Proposals, which will be presented on March 7, 2024? Please identify Third Stage and what date will apply to potential shortlisted firms who may be interviewed.

Answer: See answer to Question #2.

17. RFQ Part IV: (F) Second Stage – Technical Proposal. Please confirm the intent of the solicitation, that if shortlisted, there will be no formal written submission of team approach and GMP proposal, but instead will be an in-person presentation to the Evaluation Committee. If confirmed, how much time will be allowed for presentation, Q&A?

Answer: During the second stage, the shortlisted firms will be required to submit a written technical proposal, which will be presented in person to the evaluation committee at a later date. The general requirements of the technical proposal are outlined in the RFQ Document. Once the shortlisted firms are identified, further instructions and a schedule will be provided to the shortlisted firms at that time.

18. The Tentative Schedule of Events references a Negotiated Contract will be presented to SJC BOCC May 7, 2024, whereas Part IV (F)(3) references a negotiated GMP (Guaranteed Maximum Price). There is not a bid form included with the solicitation. Please describe what elements of the GMP will be negotiated?

Answer: The Technical Proposal does not consider cost. The elements described in the Technical Proposal is the approach to completing a project based upon a future negotiated GMP. The negotiated contract identified for a tentative May 7, 2024, BOCC approval is for Phase 1 Preliminary Design Services with the top ranked Design-Build firm.

19. Part IV: (F)(4) "...highlighting a minimum of 5 major risk categories and how those risks should be addressed and how Respondent proposes the economic impacts of the risks should be shared." Please elaborate on the County's definition of the design-builder sharing economic impacts of risk. There are many other construction projects underway along the route. Alternatively, if those activities economically impact our permitting, approvals, or progress, how will that risk be shared or reimbursed as an uncontrolled factor impacting the design-builder?



Answer: This will be part of the Technical Proposal for the shortlisted firms only. The risk registry is a project management tool to identify potential risk that could affect the execution of the project. The intent of this section is for the shortlisted firms to identify potential risk and provide recommendations on how they should be addressed.

20. If NTP is issued in June, what activities constitute commencement, and if obtaining Phase I easements is delayed, will SJC extend the 365 day completion requirement?

Answer: Activities identified in Phase 1 Preliminary Design Services will commence the project upon successful negotiation and execution of a design-build contract. See the Revision/Clarifications section for the revised completion time and scope of work.

21. Regarding Phase I, if no survey currently exists, not all easements are obtained, and there are no DCP plans, do we need to achieve design and construction of both phases in 365 days without the aforementioned items in-hand?

Answer: See the Revision/Clarifications section for the revised completion time and scope of work.

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, FEBURARY 15, 2024 AT 4:00 PM
EST**

END OF ADDENDUM NO. 1



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

REQUEST FOR QUALIFICATIONS

RFQ NO: 1422

**DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR 16
WATER RECLAMATION FACILITY TO INTERSTATE 95 AND ELEVATION
PARKWAY TO CR 2209**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904-209-0150**

www.sjcfcl.us/Purchasing/Index.aspx

FINAL: 1/10/2024

RFQ NO: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR 16 WATER RECLAMATION FACILITY TO INTERSTATE 95 AND ELEVATION PARKWAY TO CR 2209

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 – Design Criteria Package Reclaimed Watermain Plan

EXHIBIT B –Utility Connection Details (Sheet C-22)

EXHIBIT C – Aerials of Segments

EXHIBIT D – Cost Share Agreement with the St. Johns River Water Management District

RFQ NO: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

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.

B. PURPOSE & INTENT

The purpose of this RFQ is to solicit Qualifications from Respondents who are licensed to perform Design-Build services in the State of Florida, in accordance with Florida Statute § 287.055, in order to provide Design-Build services for two (2) reclaimed watermain to improve the transmission capacity of the existing infrastructure.

The intent of the County is to select the most qualified Respondent, based upon evaluation of submitted Qualifications, Technical Proposal, and if applicable presentations/interviews with shortlisted Respondents, for the purposes of negotiating and awarding a Contract for completion of the Design-Build Services.

C. SUBMITTAL DEADLINE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Department by or before **four o’clock (4:00PM EST) on Thursday, February 15, 2024** submittal deadline. Any Qualifications received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

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

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

D. DESIGNATED POINT OF CONTACT

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

Designated Point of Contact: Bryan Matus, Sr. 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-QUALIFICATIONS MEETING

A Non-Mandatory Pre- Qualifications Meeting will be held on **Wednesday, January 24, 2024 at 10:00 AM** in the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084. Respondents are not required to attend the Pre- Qualifications Meeting, but it is strongly recommended by the County. Respondents and sub-contractors are encouraged to review the solicitation documents prior to the Pre- Qualifications Meeting in order to familiarize themselves with the solicitation requirements. Attendees are requested not to park in designated Customer Service parking spots.

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, January 31, 2024**. 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	January 11, 2024
Deadline for Questions	January 31, 2024
Issuance of Final Addendum	February 7 2024
Submittal Deadline for Qualifications	February 15, 2024
Evaluation Meeting	February 22, 2024
Shortlist Technical Proposal Presentations & Evaluation	March 7, 2024
Presentation of Negotiated Contract to SJC BOCC	May 7, 2024
Execution of Design Build Contract	10 days from BOCC approval

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 Qualifications by including **Attachment "I"** 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, the work issued under this solicitation is 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. Local Preference shall not be applicable for this project.

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 a contract, 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, Design-Build Firm 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 July 1, 2023.

1. Design-Build Firm shall require each subconsultant and subcontractor to provide Design-Build Firm with an affidavit stating that the subconsultant or subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Design-Build Firm, 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 Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.

4. Design-Build Firm acknowledges that, in the event that the County terminates the awarded Contract for Design-Build Firm's breach of these provisions regarding employment eligibility, then Design-Build Firm may not be awarded a public contract for at least one (1) year after such termination. Design-Build Firm further acknowledges that Design-Build Firm is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Contract for breach of these provisions regarding employment eligibility.

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

Respondents 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 Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body may not give preference to a Respondents based on the Respondent's social, political, or ideological interests.

R. COMPLIANCE WITH FLORIDA STATUTE 287.138

1. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Contractor 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 Contractor 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.
2. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor 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.

PART II: SCOPE OF WORK

A. PROJECT DESCRIPTION

The scope of work for this project shall include the Design, permitting and installation of two (2) segments of major reclaimed water transmission pipelines as described below:

- **Segment #1 Route from the existing SR16 Water Reclamation Facility (WRF) to the west side of I-95** Design, permit, and construct a 16" DR18 PVC reclaimed watermain south from the WRF, 20" DR11 HDPE horizontal directional drill (HDD) under Cowan Swamp, west through the Green Acres neighborhood, 20" DR11 HDPE horizontal directional drill (HDD) under I-95, and connect to an existing stub out near the entrance to the St. Johns County Sheriff's property. Portions of the route will need to be timbered, cleared and grubbed with all materials hauled off-site, and portions of the route may need to be stabilized for future pipeline maintenance access. SJCUD is still pursuing a needed easement for this Segment.

Estimated Budget: \$4,000,000

- **Segment #2 - Route along SR 16 from Elevation Parkway (just north of the North Outlet Mall entrance) to the east side of the County Road 2209 corridor** Design, permit, and construct a 20" DR25 PVC reclaimed watermain from the north entrance of the outlet mall to the south side of the CR2209 corridor on the north side of the SR16 right of way. Roads, driveways, and water features will be

crossed using a 24" DR11 HDPE HDD. Portions of the route will need to be timbered, cleared and grubbed with all materials hauled off-site, and portions of the route may need to be stabilized for future pipeline maintenance access. The route survey and preliminary drawings will be provided. Segment #2 will be prioritized.

Estimated Budget: \$7,000,000

B. PHASE 1 – PRELIMINARY DESIGN SERVICES

1. Pre-Design Work

The Design-Build Firm will be responsible for all site evaluation, any additional geotechnical investigation that may be needed, and providing County-approved solutions for any and all site challenges identified.

2. Design Services

The Design-Build Firm will be responsible for completion of site and engineering design.

3. Permitting

The Design-Build Firm will be responsible for determining what permits may need to be modified based on value engineering decisions as well as acquisition of and compliance with all permits and modifications.

4. Guaranteed Maximum Price (GMP) and Schedule

The Design-Build Firm shall commit to a GMP for all Phase 2 – Construction Services no later than the ninety percent (90%) project design of each segment. Each GMP amendment shall be negotiated between the County and the Design-Build Firm, and authorized via GMP Amendment, if the County and Design-Build Firm come to agreement on each individual GMP. 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 Design-Build Firm and County shall discuss and agree upon alternative items for inclusion in the GMP.

Design-Build Firm shall be responsible for resolving all assumptions and clarifications prior to submitting a GMP. The negotiation of one (1) GMP amendment is not to hold up the execution of others.

As part of the GMP submittal, the Design-Build Firm 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 segments.

- **Construction Contingency:**

The GMP shall include a Construction Contingency which sum shall be established by the Design-Build Firm, with County approval, to be included the GMP Amendment. Construction Contingency shall be used by Design-Build Firm to pay for miscellaneous Work items which are required to complete the Project including 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.

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

5. Early Works

Design-Build firm shall work with the County to identify scope items for the development of Early Works Packages for site clearing/grubbing, access, utilities, ordering of necessary materials, etc. Upon mutual agreement of the scope of the early works, the authorization for the Design-Build Firm to perform any approved early works will be at the sole discretion of the County. Early works to be performed during Phase 1 – Preliminary Design Services.

C. PHASE 2 – CONSTRUCTION SERVICES

1. Construction

The Design-Build Firm will be responsible for all site and watermain construction, providing full time on-site supervision, quality control, quality assurance, keeping the County Project Manager apprised of progress and schedule, maintenance of traffic (MOT) (if required), conducting and documenting monthly progress meetings, and providing red-line as-built drawings at each monthly progress meeting. The Design-Build Firm will demonstrate good project management practices while working on this project. These include communication with the County Project Manager as the point of contact, communication with permitting agencies as necessary, management of time and resources, and documentation.

2. Post-Construction

The Design-Build Firm shall be responsible for providing a substantial completion walk through with the County Project Manager, completing owner-compiled punch list, and permit/project close-out on or before the date indicated in their proposal. Permit close-out will include, but not be limited to, providing as-built surveys and /or drawings in the number and format specified by each permitting agency, with as many resubmittals as required for agency approval and permit closure. In addition to the permitting agency requirements, the Design-Build Firm will provide to the County Project Manager an electronic copy of all as-builts. The Design-Build Firm will provide a specification book listing all project manuals and warranties.

3. UTILITIES STANDARDS MANUAL

All improvements under this solicitation shall comply with the St. Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual, latest version located here:

<http://www.sjcfl.us/Utilities/media/DevGroup/FY-23-SJCUD-Standards-Manual-Revisions.pdf>

Items not contained in the above Manual shall be submitted for approval. Fittings shall be restrained based on Detail G-4 or Engineer of Record restraint table. Ten (10) horizontal valves with bevel gear operators, valve boxes and marker balls shall be installed along the route in locations to be provided by the County.

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 qualify as a Design-Build Firm as defined by Florida Statute § 287.055(2)(h), and:
 - i. Must be licensed in the State of Florida as a Certified General Contractor or Utility Underground Contractor in accordance with Florida Statute § 489.119; OR
 - ii. Must be licensed in the State of Florida as an Engineer in accordance with Florida Statute § 471.023.
2. Must have an active registration with the State of Florida, Department of State, Division of Corporations (www.sunbiz.org); 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 bonding capacity of at least **\$11 million dollars**.

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 Design-Build Firm's performance under the awarded Contract constitutes an act on behalf of the County, Design-Build Firm shall comply with all requirements of Florida's public records law. Specifically, if Design-Build Firm is expressly authorized, and acts on behalf of the County under the awarded Agreement, Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm or keep and maintain public records required by the County to perform the Services.

If the Design-Build Firm transfers all public records to the County upon completion of the awarded Agreement, the Design-Build Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Build Firm keeps and maintains public records upon completion of the awarded Agreement, the Design-Build Firm 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 Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

IF THE DESIGN-BUILD FIRM 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@SJCFI.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. Focus on the Prime and HDD Contractor's Project Manager and Superintendent and the Engineer's Project Manager and Project Engineer (at least 6 persons).

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.

List of Proposed Sub-Contractors – Provide any Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Respondent must complete **Attachment “H”**, and must include any and all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor or Supplier, including but not limited to licenses, certifications, and other credentials. All proposed Sub-Contractors or Suppliers are subject to approval by the County. If Respondent does not intend to utilize any Sub-Contractors, Respondent must state as such in the submitted Qualifications.

If not all Sub-Contractors or Suppliers are identified at the time of submittal, the Respondent will provide a procurement plan on how the Respondent will competitively solicit the remaining work to ensure the best value is being provided to the County.

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 \$11 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

The Respondent must submit a list of all experience performed within the last five (5) years that is similar in size and scope as the scope of work provided herein, which must include, but is 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.

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).

Respondent must also sufficiently demonstrate the availability of personnel and proposed team to take on the design and the construction upon an award of a design-build 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 Department shall review each submitted Qualifications for responsiveness to the requirements provided herein, and responsibility to perform the work. Any Qualifications that are 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 AND SHORTLIST

All responsive Qualifications will be evaluated by an Evaluation Committee of no less than three (3) representatives, as determined by the SJC Purchasing Department. Evaluators will review and rank the Qualifications individually, with no interaction or communication with any other individual, except any such communication which occurs at the Evaluation Meeting. Evaluators' rankings 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 RANKING

The County Evaluation Committee will evaluate and rank Respondents Qualifications within each evaluation stage listed below:

- First Stage – Overall Qualification Package
- Second Stage – Technical Proposal (Shortlisted Firms Only)
- Third Stage – Additional Interview/Presentation (If Applicable)

D. DETERMINING RANKINGS

During each evaluation stage, the Evaluators will review the respective Qualifications, Proposals, or interviews/presentations (if applicable) and will individually rank the Respondents numerically, with a ranking of 1 being the best/most qualified Respondent. The Evaluators' rankings will be averaged to determine the total ranking for each evaluation stage, with the lowest average determining the most qualified Respondent in each stage.

Evaluators will be responsible for justifying their rankings by providing a narrative for the rankings assigned to each Respondent Qualifications, Proposals, or interviews/presentations in comparison to the other Respondents within that specific stage. The evaluation narrative must include statements identifying specific strengths and weaknesses determined by the Evaluator to justify the ranking assigned to each Respondent.

The average ranking **will not** carry over into each subsequent stage. The final recommendation of an award will be presented to the Design-Build Firm with the lowest natural ranking order average during the last County approved evaluation stage (2nd or 3rd Stage).

E. FIRST STAGE – OVERALL QUALIFICATION PACKAGE

The Respondents Qualifications will be ranked for completeness, related experience, qualifications (company, staff, and team), and current and project workloads demonstrating the ability and capability to perform services described in this RFQ.

F. SECOND STAGE – TECHNICAL PROPOSAL – SHORTLISTED FIRMS ONLY

The Respondents shortlisted by the County, through the evaluation of qualifications (1st Stage), 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 project. Information that must be provided for in the Technical Proposal includes, but is not limited to the following:

1. Proposed Schedule – Respondent shall submit a proposed schedule for accomplishing Phase 1 and Phase 2 under the specified Project, as well as the means and methods to be used by the Respondent in order to accomplish Substantial Completion of the entire project (Phase 1 and 2) within **three hundred sixty-five (365) consecutive calendar days**.
2. Phase 1 Approach – Respondent shall submit a narrative detailing their proposed approach to performing the required services under Phase 1 – Preliminary Design Services and any County approved early works to accomplish a satisfactory Guaranteed Maximum Price (GMP) Proposal. Information shall include approach to review of opportunities for savings, efficiencies in the design for construction, 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 Guaranteed Maximum Price (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.
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.

G. THIRD STAGE – ADDITIONAL INTERVIEW/PRESENTATIONS (IF APPLICABLE)

The Evaluation Committee may ask the shortlisted firms to participate in additional

interviews/presentations, in accordance with Florida Statute 287.055 upon the completion of the evaluation of Qualifications and Technical Proposals if deemed necessary by the Evaluation Committee in order to determine a final decision for a recommendation of award. The makeup of the interview/presentation shall be provided to the shortlisted Respondents after the technical proposal evaluation.

H. TIE BREAKER

If there is a tie between two or more responsive and responsible top-ranked Firms after all three (3) evaluation stages have been exhausted, the County will conduct a chance drawing during a public meeting to select the recommended Design-Build Firm.

I. NEGOTIATIONS & AWARD

The County intends to select the Respondent with the lowest natural ranking order average, during the last County approved evaluation stage (2nd or 3rd Stage), for the award based on the evaluation of the overall qualification package, the shortlisted firms' Technical Proposal, and any additional presentations or interviews 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 not obligated to award a Contract as a result of this RFQ. Any award of a Contract shall be contingent upon the availability of lawfully appropriated funds for this purpose.

The County intends to enter into negotiations with the Respondent that has the lowest natural ranking order average, provided no documentable justification is provided that would prohibit the County from proceeding with the Respondent that has the lowest natural ranking order average. If the County and the selected Respondent can 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 cannot reach an agreement, the County shall cease negotiations with the Respondent with the lowest natural ranking order average 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 County's best interest.

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.

J. 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 Design-Build 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.

A Design-Build contract will be negotiated for the overall project, for both identified segments, with the intent of the County to issue a separate Guaranteed Maximum Price (GMP) amendment for each segment upon successful completion of Phase 1 – Preliminary Design Services and any County approved early works, contingent upon availability of funds.

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) to 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 Design-Build Firm, 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 Design-Build Firm 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 Design-Build Firm to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded Design-Build Firm 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 Design-Build Firm 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. OFF-RAMP

In the event the County determines that the Design-Build Firm's GMP Proposal(s) are not in the best interest of the County or if the County and Design-Build Firm are unable to negotiate a GMP amendment(s) 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 Design-Build Firm, and terminates this Agreement. A termination of this Agreement under the Off-Ramp shall be for convenience unless the Design-Build Firm otherwise defaults under the provisions of this Agreement. In such event, Design-Build Firm acknowledges and agrees that the County's rejection of the

Design Build Firm's GMP Proposal shall not entitle the Design-Build Firm 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 the Design-Build Firm.

E. OWNER DIRECT PURCHASES

The County reserves the right to purchase equipment, materials, and/or supplies directly in order to achieve sales tax savings where such equipment, materials and/or supplies are included in the cost of a construction project in accordance with Florida Statute 212.08 (6).

F. 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 Services barring any delays due to force majeure events which are events that are not reasonably foreseeable and are beyond the control of both the awarded Design-Build Firm and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

G. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Design-Build Firm 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.

This includes comply with all applicable manuals and standards. The tank and foundation shall be designed and constructed in accordance with the latest applicable standards by ASTM, ACI, AWWA, US ACOE, Florida Building Code, OSHA, CRSI, and 62-555 F.A.C. All site, civil, and utility work shall be in accordance with the St. Johns County Utility Department Water, Wastewater, and Reuse Design Standards and Specifications (<http://www.sjcf.us/Utilities/DevelopmentGroup2023.aspx>) and all applicable environmental protection laws and regulations for the construction operations under this Contract. Latest applicable standard is defined as the edition in place at the date of advertisement of this RFQ. It shall be the Design-Build team's responsibility to acquire and utilize the necessary manuals and standards that apply to the work required to complete this project whether listed herein or not. The services will include preparation of all documents necessary to complete the project as described herein and in supporting documentation.

H. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

The awarded Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm. All Personal Protective Equipment used by the awarded Design-Build Firm, their employees, as well as personnel supplied by any sub consultants and subcontractors shall be ANSI certified and meet OSHA standards.

I. LICENSES, PERMITS, FEES

The awarded Design-Build Firm 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 Design-Build Firm.

J. INSURANCE REQUIREMENTS

The awarded Design-Build Firm shall not commence work under the awarded Contract until Design-Build Firm 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 Design-Build Firm shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the awarded Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm or by anyone directly employed by or contracting with the awarded Design-Build Firm.

The awarded Design-Build Firm shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The awarded Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm or by anyone directly or indirectly employed by the awarded Design-Build Firm.

The awarded Design-Build Firm 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 \$1,000,000.

The awarded Design-Build Firm 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.

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

K. INDEMNIFICATION

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

To the extent permitted by, and in accordance with Florida Statute § 725.08, Design-Build Firm further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Design-Build Firm and persons employed or utilized by awarded Design-Build Firm 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 Design-Build Firm” shall be construed to include, but not be limited to, Design-Build Firm, 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 Design-Build Firm.

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.

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

Design-Build Firm will ensure that Design-Build Firm 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) Electrocutation Hazards.

M. 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 Design-Build Firm 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.

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

The Design-Build Firm 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. Design-Build Firm 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.

O. PAYMENT AND PERFORMANCE BONDS

Design-Build Firm shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount 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 (including the costs of design and non-construction services), and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Design-Build Firm until Design-Build Firm has provided the County a certified copy of the recorded bond.

P. WARRANTY BOND

As a condition to the release of Payment and Performance Bonds provided by Design-Build Firm, Design-Build Firm 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 Design-Build Firm'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.

Q. COMPLETION TIME AND LIQUIDATED DAMAGES

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

Design-Build Firm shall be required to substantially complete the design and construction of two (2) segments within **three hundred thirty-five (365)** consecutive calendar days from execution of the Design-Build Contract with an additional **thirty (30)** consecutive calendar days to reach final completion.

The Design-Build Firm and the County shall work collaboratively to determine and define "Final Completion", but it shall mean, at a minimum, the operation of the two (2) Reclaimed Watermain segments at the capacity specified in the Contract and Design Documents.

In the event the Design-Build Firm fails to achieve Substantial Completion or Final Completion of the project by the applicable date, then the County shall be entitled to withhold from any amounts otherwise due to the Design-Build Firm or to be paid as a debt due in the amount of **\$4,687.00** per each calendar day as 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 Design-Build Firm failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Design-Build Firm obligation to complete the Work.

Should Design-Build Firm 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 Design-Build Firm 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.

RFQ NO: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

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: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

**ATTACHMENT A
QUALIFICATION CERTIFICATION**

The Undersigned presents this submitted Qualifications to be considered as a Qualified Design-Build Firm to perform Design-Build services for the specified project.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

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

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

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

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

(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: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

**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: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

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: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

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 Qualifications 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: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR 16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209.**

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: _____

RFQ NO: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

**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: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

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: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR 16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209** ("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 Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR 16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

**ATTACHMENT H
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Respondent shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Services

RFQ NO: 1422; DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209

ATTACHMENT I

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 Qualifications. 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 AGENT	TITLE OF RESPONDENT AGENT	SIGNATURE OF RESPONDENT 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.:	1422
RFQ TITLE:	DESIGN-BUILD SERVICES FOR RECLAIMED WATERMAIN BETWEEN SR16 WRF TO I-95 AND ELEVATION PARKWAY TO CR 2209.
DUE DATE/TIME:	By 4:00 PM EST– February 15, 2024
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