

RESOLUTION NO. 2024 - 337

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ 1374R; DESIGN-BUILD SERVICES FOR WELLS TO CDM CONSTRUCTORS, INC. AND JACOBS PROJECT MANAGEMENT CO., AND TO EXECUTE DESIGN-BUILD AGREEMENTS, IN SUBSTANTIALLY THE SAME FORM AND FORMAT AS ATTACHED, FOR THE COMPLETION OF DESIGN, PERMITTING, AND CONSTRUCTION OF NEW PUBLIC SUPPLY WATER WELLS FOR THE SJC UTILITY SERVICE AREA, AND TO NEGOTIATE AND EXECUTE TASK ORDERS FOR PHASE 1 DESIGN SERVICES AND CHANGE ORDERS TO TASK ORDERS FOR PHASE 2 CONSTRUCTION SERVICES OF EACH WELL, IN ACCORDANCE WITH COUNTY PURCHASING POLICY.

RECITALS

WHEREAS, the Purchasing Department issued a Request for Qualifications (“RFQ”) in order to select a Design-Build Firm for the design, permitting, and construction of up to twelve (12) new public supply water wells for the utility service area, as well as the well header, electrical and instrumentation and control (I&C) equipment, generator and fuel tank, and associated concrete pads to convey raw water flow to the existing Northwest, CR214, Hastings, Northeast, Inlet Beach, Bannan Lakes, and the future CR208 West Water Treatment Plants (WTPs) ; and

WHEREAS, two (2) responses were submitted and were evaluated based on qualifications; and

WHEREASE, during the evaluation process, the Utility Department, in the process of renewing a Consumption Use Permit (CUP NO. 1109) with St. Johns River Water Management District to supply water to SJC Customers, identified four (4) to eight (8) additional wells that may be required to be designed, permitted, and constructed over the next two (2) to four (4) years to supplement existing wells to provide for the growth that has been planned and to maintain the water quality parameters from the County’s groundwater source; and

WHEREAS, both Design-Build Firms are well qualified, and the SJC Utility Department requested to place both firms under contract to assist the County with installing the wells required to comply with CUP NO. 1109 and meet the County’s critical project schedule; and

WHEREAS, the County staff has negotiated the terms and conditions for Task-Order Based Design-Build Agreements, for submittal to the Board for approval in accordance with the Purchasing Policy, to execute the Agreements; and

WHEREAS, County Staff shall negotiate the scope, fee, and schedule Proposals and execute Task Orders for Phase 1 - Design Services for each well, in accordance with the Purchasing Policy; and

WHEREAS, County Staff shall negotiate and execute Change Orders to Task Orders for Phase 2 – Construction Services for each well project, in accordance with the Purchasing Policy; and

WHEREAS, the County finds that issuing contracts to both Design-Build Firms for this work serves a public purpose, and the contracts will be in substantial conformance with the attached draft; and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ No. 1374R to CDM Constructors, Inc. and Jacobs Project Management Co.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft for the completion of the project as specifically provided in RFQ No. 1374R.

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, this 20th day of August, 2024.

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

Rendition Date AUG 20 2024

By: _____
Sarah Arnold, Chair

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

By: Robin J. Platt
Deputy Clerk





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

Design Build Agreement No: 24-MCA-JAC-20089

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This Design-Build Agreement (“Contract”) is made this ___ day of _____, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **JACOBS PROJECT MANAGEMENT CO.** (“Design-Build Firm”), a company authorized to do business in the State of Florida, with its principal offices located at: 200 W. Forsyth Street, Suite 1520, Jacksonville, FL 32202, Phone: (904) 813-1274, and E-mail: Dustin.Dykes@Jacobs.com, for **RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS**, hereinafter referred to as the “Project”. When referenced together, the County and Design-Build Firm shall collectively be referred to as the “Parties”.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

- a) Fully Executed Change Orders to Task Orders;
- b) Notice to Proceed (Task Orders);
- c) Fully Executed Task Order;
- d) Fully Executed Amendments to this Agreement;
 - i. Exhibit A – Key Personnel;
- e) This Design-Build Agreement and all exhibits and/or Attachments hereto;
- f) Field Orders signed by County’s Project Manager;
- g) Bonds furnished by the Design-Build Firm;
- h) Insurance furnished by Design-Build Firm;
- i) Design Criteria Package, dated 08/19/2023;
- j) Request for Qualifications (RFQ) Documents and RFQ Forms with all addenda thereto for RFQ No. 1374R.

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, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of 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. Design-Build Firm shall not be responsible for the County's reuse of the Contract Documents on other projects.

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 having jurisdiction over and 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 or Task Order, adjusting contract price, scope of work, or completion time.

1.2.7 Contract Price: The sums set forth in each project-specific Task Order 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 of this Contract, as may be amended by Change Order. Each project-specific Task Order shall set a specific commencement and completion date for the specified work.

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 a fully executed Task Order. 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 a Project, as authorized by Task Order, by licensed professional engineering, architectural, and surveying firms, and other engineering and design-related services, including permitting, specified in the Task Order 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: During Phase 1 Design, 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, that the parties agree should be performed in advance of the establishment of the Phase 2 Final Design, Construction, and Commissioning Proposal 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 Final Completion: Completion of all Work in compliance with the project-specific Task Order and Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.16 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.

1.2.17 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.

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

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

1.2.20 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.

1.2.21 **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.

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

1.2.23 **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.

1.2.24 **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 the project-specific Task Order and Contract Documents 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.

1.2.25 **Task Order:** A separate written order to Design-Build Firm executed by the County, issued after execution of this Agreement, authorizing Design-Build Firm to commence Work. Task Orders shall document the scope, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Agreement.

1.2.26 **Work:** See Design Build-Work above.

1.2.27 **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 08/19/2023. 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 individual project(s) will include Florida Aquifer public water supply wells, their associated wellhead and raw watermain connection to an existing header or water treatment plant, electrical connection with a transformer and controls, concrete pads for the well and piping, transformer, and generator (if present), and fencing. A stand-alone power generator and separate fuel tank may be required, along with stabilized access to several of the proposed well sites will be required with the raw watermain and electrical conduit installed. The Work may include the augmentation wells.

2.1.1.1 The County intends to construct up to twelve (12) new public supply water wells for the utility service area, as well as the well header, electrical and instrumentation and control (I&C) equipment, generator and fuel tank, and associated concrete pads to convey raw water flow to the existing Northwest, CR214, Hastings, Northeast, Inlet Beach, Bannon Lakes, and the future CR208 West Water Treatment Plants (WTP), with the potential of additional water well(s) being added at the County's Discretion to be designed and constructed within the term of this Contract.

2.1.2 Award of Work: Separate project-specific Task Orders will be awarded for the design of the wells on an as-needed basis, with the final design, construction, and commissioning services being incorporated by separate Change Orders. The County will request one (1) or more Proposal(s) for Phase 1 Design Services with the intent to award Phase 2 Final Design, Construction, and Commissioning to the Design-Build Firm that performed the original Phase 1 Design Services. The Phase 1 proposal shall include a scope, fee, and schedule for the respective Project in the format requested by the County. The Design-Build Firm shall not perform any Work under this Agreement until a Task Order for such Work has been executed by the Design-Build Firm's authorized representative and the County Administrator or authorized designee, in accordance with County Purchasing Policy.

2.1.2.1 All Task Orders under this Agreement shall be issued on a form the County provides. Each Task Order shall set forth a description and summary of the agreed Work to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the Work. Any modification to an executed Task Order shall be in writing and shall be executed by the County Administrator or authorized designee.

2.1.3 Phase 1 Design Services. The Design-Build Firm shall perform such Design Services to the level of completion required for the Design-Build Firm to develop a Proposal for Scope 2 Final Design, Construction, and Commissioning, as set forth in Section 2.1.5 below and in accordance with the executed Task Order for Phase 1 services. The Design-Build Firm will submit the Scope 2 Proposal to the County no later than ninety percent (90%) completion of the design. Phase 1 may also include Early Work when agreed to by the Parties or as authorized by an approved Change Order.

2.1.3.1 Upon receipt of Design-Build Firm's Proposal for Phase 2 Services, the County, in its sole discretion, may (a) accept Design-Build Firm's Proposal and initiate a Change Order for Scope 2 Design-Build Work, or (b) enter into a negotiation with Design-Build Firm to achieve a mutually acceptable cost, scope and/or schedule on which to proceed.

2.1.4 Phase 2 Final Design, Construction, and Commissioning.

2.1.4.1 Phase 2 Design-Build Work shall consist of the completion of design services, the procurement of all materials and equipment excluding Early Work, the performance of construction services, the start-up, testing, and commissioning, the provision of warranty services for the specific project(s) identified in the executed Task Order for Phase 1 Services.

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

2.1.5 Off-Ramp. If the County determines that the Design-Build Firm's Phase 2 Proposal for any Task Order is not in the County's best interest, 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 Phase 2 Proposal submitted by the Design-Build Firm and closes the Task Order. In such event, Design-Build Firm acknowledges and agrees that the County's rejection of Design-Build Firm's 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.

2.1.5.1 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 specified project at a price agreed to by the Parties and incorporated by a Change Order to the Task Order unless otherwise directed in writing and in accordance with the Contract Documents.

2.1.5.2 The parties acknowledge that the County's ability to successfully complete the specified project may be significantly impacted if the County elects to close the Task Order at the end of Phase 1 Design Services rather than proceeding to Phase 2 Final Design, Construction, and Commissioning under Paragraph 2.1.4 above and that certain design consultant or engineering services Subcontractors are not available to continue working on the Project upon such closure. 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 closure 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).

2.1.6 Regulatory Requirements. Design-Build Firm shall comply with the regulations of St. Johns County (SJC) Land Development Code (LDC), St. Johns River Water Management District (SJRWMD), and Florida Department of Environmental Protection (FDEP) during Phase 1 and Phase 2.

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 prior to the execution of any project-specific Task Order for Phase 1 services 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 Services for each Task Order, 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 for each Task Order, 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 each Project. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the kick-off and pre-construction meetings) as may be directed by the County. The purpose of the Progress Review meetings is to keep the County fully informed of all aspects of the Work, and for reviewing execution plans, technical or financial concerns, progress status and scheduling of the Work, remedial actions, quality concerns, safety concerns, interfaces, and County and Design-Build Firm plans for resolving issues.

2.9 Title and Risk of Loss

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

2.10 Access to Work

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

2.11 Utilities

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

2.12 Existing Utility Lines

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

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

2.13 Taxes

2.13.1 Design-Build Firm shall pay all sales, use and other taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include

all applicable taxes imposed by law. Design-Build Firm shall make any and all payroll deductions required by law. Design-Build Firm herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Design-Build Firm may not use County's tax-exempt status unless specifically authorized in writing in advance.

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

2.14 Publicity and Advertising

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

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

2.15 County Furnished Items

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

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

2.16 Direct Purchase Program

2.16.1 The County is tax exempt and may elect to implement a direct purchase program whereby it may purchase materials and equipment directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." Direct Purchase Materials 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.

2.16.1.1 Design-Build Firm acknowledges that the County's target savings to be achieved by Direct Purchases is ten (10%) of the total overall cost for each project-specific Task Order. Design-Build Firm agrees to maximize efforts 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, to the extent caused by an act or omission of Design-Build Firm.

2.16.1.2 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.

2.16.1.3 For each direct purchase, the County shall: (a) issue its purchase order directly to the Supplier for the supply of certain materials or equipment; (b) provide the Supplier with a copy of the County's Florida Consumer's Certificate of Exemption; (c) upon review and acceptance by the 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.

2.16.1.4 The Phase 2 Proposal 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-specific Task Order being Substantially Complete, the County may request the Design-Build Firm to complete a Post Construction Audit performed by a third-party acceptable to the County. The audit must include a complete review of the Design-Build Firm's accounting of the project-specific Task Order. 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 project-specific Task Order Price, 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 project-specific Task Order Price, 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 for this Agreement shall be established for a five (5) year term. Completion Times shall be established for each project-specific Task Order for each of the two (2) Phases as provided herein.

3.1.1 Phase 1 Design Services. Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall complete all Work for Phase 1 as negotiated for the project-specific Task Order, 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 Phase 2 Change Order and Recorded Payment and Performance Bond, and shall substantially complete all Work as negotiated. Final Completion shall be reached within thirty (30) consecutive calendar days after Substantial Completion, unless otherwise agreed to by the Parties in writing.

3.1.2.1 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.

3.1.2.2 The following items must be completed prior to Design-Build Firm's request for a Substantial Completion inspection of Construction Work under Phase 2:

- a) All general construction completed;
- b) Successful operation of well;
- c) Successful performance test;
- d) Permanent power;
- e) Easements for incoming power as well as ingress/egress;
- f) Proper installation of generator (if specified), separate fuel tank, and interconnecting piping;
- g) SCADA programming is completed
- h) Water Quality sampling reports submitted;
- i) Hydrogeologic Report submitted;
- j) Preliminary as-built drawings submitted; and
- k) All applicable permits required for use provided.

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

3.1.2.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act 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 Services, 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 Work, shall submit to the Project Manager(s) 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 Phase 1 or 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(s), 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 sum of **\$1,500.00** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because 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 Should Design-Build Firm fall behind the approved Work schedule; the County reserves the right, following prior written notice, to deduct Liquidated Damages based on the period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Design-Build Firm's progress payments.

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 may be considered for an extension of Contract Time include, but not limited to, 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 Prices for Phase 1 Design Services shall be computed separately and independently from the Contract Price for Phase 2 Final Design, Construction, and Commissioning Work. Phase 1 Contract price will be established by a project-specific Task Order, and Phase 2 Contract price will be incorporated through a Change Order upon successful negotiation of the Phase 2 Proposal. All amounts included in the Contract Prices are subject to lawful appropriation of funds by the Board of County Commissioners.

4.1.2 The individual Task Order shall establish Compensation for Phase 1 Design Services. Any lump sum amounts shall constitute full payment for satisfactory performance of the Phase 1 Work, as established in the project-specific Task Order, 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.

4.1.3 Compensation for Phase 2 Final Design, Construction, and Commissioning shall be incorporated through a Change Order consisting of the sum of Allowable and Reimbursable Costs, Design-Build Firm's Fee, and Construction Contingency. The Phase 2 Proposal 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 Phase 2 Proposal, it shall be issued and executed by both parties. The Phase 2 Proposal, as defined herein, is the maximum price the County will pay to the 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 the Phase 2 Proposal. During Phase 1, the Design-Build Firm shall prepare a Phase 2 Proposal for Final Design, Construction, and Commissioning Work. The Phase 2 Proposal 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 Phase 2 Proposal;
- b) A list of assumptions and clarifications made by Design-Build Firm in preparation of the Phase 2 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 Phase 2 Proposal;
- d) Procurement Plan, Subcontract Plan, and Bidding Procedures;
- e) The date of Substantial Completion upon which the proposed Phase 2 Proposal 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; Phase 2 of the Project, including Design-Build Firm's Authorized Representative, if different than Phase 1;
- h) Risk Registry; and
- i) The timeframe by which the Phase 2 Proposal shall remain valid for consideration by the County.

4.1.3.2 Design-Build Firm acknowledges and understands that the Phase 2 Proposal may be incomplete, lack detail,

and require future adjustment at the time the Phase 2 Proposal is submitted to the County. Nevertheless, the Phase 2 Proposal shall be intended to represent the Design-Build Firm's offer to complete the Final Design, Construction, and Commissioning Work of the Project.

4.1.3.3 The Phase 2 Proposal shall be based upon actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. The Phase 2 Proposal 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 Phase 2 Proposal, the Design-Build Firm and County shall meet to review the Phase 2 Proposal. If the County has any comments regarding the Phase 2 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 Phase 2 Proposal. If the Design-Build Firm's Phase 2 Proposal is acceptable to the County, a Phase 2 Change Order shall be drafted and submitted for approval by the St. Johns County Board of County Commissioners, in accordance with the Purchasing Policy thresholds. Subject to additions or deductions by approved Change Order as provided in this Contract, Design-Build Firm shall certify in the Phase 2 Change Order that the agreed Price (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 Phase 2 Proposal 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 Phase 2 Proposal to be exceeded shall be paid by the Design-Build Firm without reimbursement by the County and shall not be a basis of any additional Change Order.

4.1.3.5 Design-Build Firm shall not commence with Phase 2 Work before the Change Order is fully executed and receipt of the County's Notice to Proceed for Phase 2 Work. If the County rejects the Phase 2 Proposal or fails to notify the Design-Build Firm in writing on or before the timeframe specified within the Phase 2 Proposal that it accepts the Phase 2 Proposal, the Phase 2 Proposal shall be deemed withdrawn and of no effect, Design-Build Firm will finish all Phase 1 Work, and the Task Order for Phase 1 Work will be closed out. 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 2.1.5 of this Contract.

4.1.3.6 The County reserves the right to request, and Design-Build Firm is obligated to provide, either prior to or after receipt of the initial Phase 2 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 be an amount equal to a negotiated percent of the sum of the Allowable Costs provided in the Phase 2 Proposal and included in the Phase 2 Change Order. The Design-Build Firm's Fee rate is established within the project-specific Task Order by the Phase 2 Change Order and shall be applied to subsequent County approved Change Orders for that specific Task Order. In the event, however, that the cumulative adjustments to the Contract Price exceed twenty-five percent (25%) of the original Phase 2 project-specific Change Order, the Design-Build Firm's Fee shall be subject to renegotiation.

4.1.5 Allowance Items. The Contract Price for Phase 1 and 2 may include Allowance Items, as identified in the Design-Build Firm Proposal(s). The agreed-upon total allowance (sum of allowance items) shall be the maximum amount of compensation to which Design-Build Firm is entitled to 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.

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

4.1.5.2 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.

4.1.5.3 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.

4.1.6 Construction Contingency. The Phase 2 Proposal shall include a Construction Contingency, the sum of which shall be established by the Design-Build Firm and the County and included in the Phase 2 Change Order. 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 the Phase 2 Proposal (and not otherwise recoverable by bond or applicable insurance).

4.1.6.1 The Construction Contingency included in the Phase 2 Proposal 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 Phase 2 Change Order is established.

4.1.6.2 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.

4.1.7 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 Phase 2 Proposal 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 Phase 2 Proposal 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 Phase 2 Proposal.
- (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, to the extent caused by 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 Phase 2 Cost. At the completion of the Project, the Final Phase 2 Cost 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 Services (and within thirty (30) calendar days after receipt of the Phase 2 Change Order for Final Design, Construction, and Commissioning), Design-Build Firm shall submit to the County and to the Project Manager(s) 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 the Phase 1 or Phase 2 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 tenth (10th) 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 Services 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, following prior written notice, to make payment by joint check or by direct check to Design-Build Firm's Subcontractors or suppliers without 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 Upon written notice to the Design-Build Firm, 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 Final Design, Construction, and Commissioning)

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;
- b) Project Jobsite cleared of Design-Build Firm's excess equipment, storage shacks, trailers, and/or building supplies;
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents;
- d) Preliminary as-built drawings submitted;
- e) All applicable permits required for use provided;
- f) All operations and maintenance manuals, training literature, and software for all equipment provided;
- g) Manufacturers' certifications and warranties provided; and
- h) 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 Services. 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 Services. 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 represents 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 represents 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, to the extent caused by 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, in accordance with the Standard of Care set forth in this Contract. 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 to the extent caused by Design-Build Firm's improper handling or storage of hazardous materials. 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 Excluding Design-Build Firm's pre-existing intellectual property, 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) calendar 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

Upon inspection, if Work is found to be defective or nonconforming, the County will issue a written notice to the Design-Build Firm with direction to correct the defect or nonconformity at no additional cost to the County. 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.

11.2.2 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.

11.2.3 The Design-Build Firm may terminate this Contract for any reason up to sixty (60) calendar days written notice, provided the Design-Build Firm is negotiable to complete Work in progress or finish Work to a point of completion so as to facilitate appropriate completion of all Work. 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.

11.2.4 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 Contract. Design-Build Firm shall have ten (10), or as mutually agreed, 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.

11.2.5 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.

11.2.6 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 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.

11.2.7 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.

11.2.8 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.

11.2.9 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.

11.2.10 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 Work 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 ("Standard of Care"). Design-Build Firm further represents that it is fully experienced and properly qualified, licensed, and financed to perform the Work 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 the Standard of Care, 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.

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

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

12.2.8 County and Design-Build Firm agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.3 Extended Equipment Warranty

During Phase 1 Design Services, 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 Contract Price 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 to the extent caused by 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 Department

13.3 Workers Compensation & Employers Liability

Design-Build Firm shall procure and maintain during the life of this Contract, Workers’ Compensation Insurance and Employer’s Liability in 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 limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for the 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 the similar 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 limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Umbrella or Excess Liability

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 limits of liability of \$3,000,000 per occurrence, \$3,000,000 aggregate.

13.7 Additional Coverages

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

13.7.1 Professional Liability.

13.7.1.1 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.

13.7.1.2 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.

13.6.2 **Builders Risk.**

13.7.2.1 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.

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

13.7.2.3 The Builder's Risk insurance shall:

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

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

13.8 Other Requirements

13.8.1 The required insurance limits identified in Sections 13.4, 13.5, 13.6, and 13.7 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. 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.

13.8.2 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 Claims caused by the Design-Build Firm that would have been covered by such insurance had Design-Build Firm complied with its obligations herein.

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

13.9 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.

13.9.1 Upon receipt of an executed project-specific Phase 2 Change Order, the County will provide the Design-Build Firm the Payment and Performance bond for recording and execution. The Design-Build Firm shall provide the executed and recorded Payment and Performance Bond to the County within three (3) business days of receipt of the bond form and the executed project-specific Change Order for Phase 2.

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 1.5% annum. 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 identity 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

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: Leigh A. Daniels
Email Address: ldanield@sjcfl.us

Jacobs Project Management Co.
200 W. Forsyth Street, Suite 1520
Jacksonville, FL 32202
Attn: Dustin Dykes, PE, Project Manager
Email Address: Dustin.Dykes@Jacobs.com

With a copy to:

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

and

Jacobs Project Management Co.
Attn: Legal Dept.
1999 Bryan St., Suite 3500
Dallas, TX 75201
Email Address: Kimberly.kline@jacobs.com

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

Design-Build Firm

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

Jacobs Project Management Co. (Seal)
(Typed Name)

By: _____

By: _____

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name & Title

Title

Date of Execution

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

**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.



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

Design Build Agreement No: 24-MCA-CDM-20162

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This Design-Build Agreement (“Contract”) is made this ___ day of _____, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **CDM CONSTRUCTORS INC.** (“Design-Build Firm”), a company authorized to do business in the State of Florida, with its principal offices located at: 4651 Salisbury Road, Suite 420, Jacksonville, FL 32256, Phone: (704) 249-6592, and E-mail: samells@cdmsmith.com, for **RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS**, hereinafter referred to as the “Project”. When referenced together, the County and Design-Build Firm shall collectively be referred to as the “Parties”.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

- a) Fully Executed Change Orders to Task Orders
- b) Field Orders signed by County’s Project Manager
- c) Notices to Proceed
- d) Bonds furnished by the Design-Build Firm
- e) Fully Executed Task Orders
- f) Fully Executed Change Orders and Amendments to this Agreement
- g) This fully executed Design-Build Agreement and all exhibits and/or Attachments hereto;
 - i. Exhibit A – Key Personnel;
- h) Insurance furnished by Design-Build Firm
- i) Request for Qualifications (RFQ) Documents and RFQ Forms with all exhibits and addenda thereto for RFQ No. 1374R

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, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of 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 having jurisdiction over and in effect at the time 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 or Task Order, adjusting contract price, scope of work, or completion time.

1.2.7 Contract Price: The sums set forth in each project-specific Task Order 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 of this Contract, as may be amended by Change Order. Each project-specific Task Order shall set a specific commencement and completion date for the specified work.

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 a fully executed Task Order. 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 a Project, as authorized by Task Order, by licensed professional engineering, architectural, and surveying firms, and other engineering and design-related services, including permitting, specified in the Task Order 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: During Phase 1 Design, 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, that the parties agree should be performed in advance of the establishment of the Phase 2 Final Design, Construction, and Commissioning Proposal 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 Final Completion: Completion of all Work in compliance with the project-specific Task Order and Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.16 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.

1.2.17 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.

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

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

1.2.20 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.

1.2.21 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.

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

1.2.23 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.

1.2.24 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 the project-specific Task Order and Contract Documents 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.

1.2.25 Task Order: A separate written order to Design-Build Firm executed by the County, issued after execution of this Agreement, authorizing Design-Build Firm to commence Work. Task Orders shall document the scope, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Agreement.

1.2.26 Work: See Design Build-Work above.

1.2.27 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 08/19/2023. 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 individual project(s) will include Florida Aquifer public water supply wells, their associated wellhead and raw watermain connection to an existing header or water treatment plant, electrical connection with a transformer and controls, concrete pads for the well and piping, transformer, and generator (if present), and fencing. A stand-alone power generator and separate fuel tank may be required, along with stabilized access to several of the proposed well sites will be required with the raw watermain and electrical conduit installed. The Work may include the augmentation wells.

2.1.1.1 The County intends to construct up to twelve (12) new public supply water wells for the utility service area, as well as the well header, electrical and instrumentation and control (I&C) equipment, generator and fuel tank, and associated concrete pads to convey raw water flow to the existing Northwest, CR214, Hastings, Northeast, Innlet Beach, Bannon Lakes, and the future CR208 West Water Treatment Plants (WTP), with the potential of additional water well(s) being added at the County’s Discretion to be designed and constructed within the term of this Contract.

2.1.2 Award of Work: Separate project-specific Task Orders will be awarded for the design of the wells on an as-needed basis, with the final design, construction, and commissioning services being incorporated by separate Change Orders. The

County will request one (1) or more Proposal(s) for Phase 1 Design Services with the intent to award Phase 2 Final Design, Construction, and Commissioning to the Design-Build Firm that performed the original Phase 1 Design Services. The Phase 1 proposal shall include a scope, fee, and schedule for the respective Project in the format requested by the County. The Design-Build Firm shall not perform any Work under this Agreement until a Task Order for such Work has been executed by the Design-Build Firm's authorized representative and the County Administrator or authorized designee, in accordance with County Purchasing Policy.

2.1.2.1 All Task Orders under this Agreement shall be issued on a form the County provides. Each Task Order shall set forth a description and summary of the agreed Work to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the Work. Any modification to an executed Task Order shall be in writing and shall be executed by the County Administrator or authorized designee.

2.1.3 Phase 1 Design Services. The Design-Build Firm shall perform such Design Services to the level of completion required for the Design-Build Firm to develop a Proposal for Scope 2 Final Design, Construction, and Commissioning, as set forth in Section 2.1.5 below and in accordance with the executed Task Order for Phase 1 services. The Design-Build Firm will submit the Scope 2 Proposal to the County no later than ninety percent (90%) completion of the design. Phase 1 may also include Early Work when agreed to by the Parties or as authorized by an approved Change Order.

2.1.3.1 Upon receipt of Design-Build Firm's Proposal for Phase 2 Services, the County, in its sole discretion, may (a) accept Design-Build Firm's Proposal and initiate a Change Order for Scope 2 Design-Build Work, or (b) enter into a negotiation with Design-Build Firm to achieve a mutually acceptable cost, scope and/or schedule on which to proceed.

2.1.4 Phase 2 Final Design, Construction, and Commissioning.

2.1.4.1 Phase 2 Design-Build Work shall consist of the completion of design services, the procurement of all materials and equipment excluding Early Work, the performance of construction services, the start-up, testing, and commissioning, the provision of warranty services for the specific project(s) identified in the executed Task Order for Phase 1 Services.

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

2.1.5 Off-Ramp. If the County determines that the Design-Build Firm's Phase 2 Proposal for any Task Order is not in the County's best interest, 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 Phase 2 Proposal submitted by the Design-Build Firm and closes the Task Order. In such event, Design-Build Firm acknowledges and agrees that the County's rejection of Design-Build Firm's 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.

2.1.5.1 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 specified project at a price agreed to by the Parties and incorporated by a Change Order to the Task Order unless otherwise directed in writing and in accordance with the Contract Documents.

2.1.5.2 The parties acknowledge that the County's ability to successfully complete the specified project may be significantly impacted if the County elects to close the Task Order at the end of Phase 1 Design Services rather than proceeding to Phase 2 Final Design, Construction, and Commissioning under Paragraph 2.1.4 above and that certain design consultant or engineering services Subcontractors are not available to continue working on the Project upon such closure. 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 closure 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).

2.1.6 Regulatory Requirements. Design-Build Firm shall comply with the regulations of St. Johns County (SJC) Land Development Code (LDC), St. Johns River Water Management District (SJRWMD), and Florida Department of

Environmental Protection (FDEP) during Phase 1 and Phase 2. If there is a change in regulations after the date of each Fully Executed Task Order, which impacts the Project and/or the Design-Build Firm's abilities to complete the Work as proposed, then Design-Build Firm may be entitled to recovery of any cost and/or schedule impacts.

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 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 prior to the execution of any project-specific Task Order for Phase 1 services 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 three (3) business days, excluding County Holidays, 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 advise whether the Work may proceed, Work may proceed subject to resolution of stated 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. The Design-Build Firm shall not be responsible for delays in the County's review of Technical Submittals, and may be entitled to an equitable adjustment if substantial delays impact the critical path.

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. 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. 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 Services for each Task Order, 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 for each Task Order, 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 each 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 all reasonable 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 are applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Design-Build Firm shall make any and all payroll deductions required by law. Design-Build Firm herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of

this Contract. Design-Build Firm may not use County's tax-exempt status unless specifically authorized in writing in advance.

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

2.14 Publicity and Advertising

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

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

2.15 County Furnished Items

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

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

2.16 Direct Purchase Program

2.16.1 The County is tax exempt and may elect to implement a direct purchase program whereby it may purchase materials and equipment directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." Direct Purchase Materials 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.

2.16.1.1 Design-Build Firm acknowledges that the County's target to be achieved by Direct Purchases is ten (10%) of the total overall cost for each project-specific Task Order. Design-Build Firm agrees to maximize efforts to achieve the County's target savings through Direct Purchases. Should the County determine in good faith 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, to the extent caused by an act or omission of Design-Build Firm.

2.16.1.2 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.

2.16.1.3 For each direct purchase, the County shall: (a) issue its purchase order directly to the Supplier for the supply of certain materials or equipment; (b) provide the Supplier with a copy of the County's Florida Consumer's Certificate of Exemption; (c) upon review and acceptance by the 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.

2.16.1.4 The Phase 2 Proposal 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-specific Task Order being Substantially Complete, the County may request the Design-Build Firm to complete a Post Construction Audit performed by a third-party acceptable to the County. The audit must include a complete review of the Design-Build Firm's accounting of the project-specific Task Order. 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 1.0% of the project-specific Task Order Price, 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 2.0% of the total amount of this project-specific Task Order Price, 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 for this Agreement shall be established for a five (5) year term. Completion Times shall be established for each project-specific Task Order for each of the two (2) Phases as provided herein.

3.1.1 Phase 1 Design Services. Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall complete all Work for Phase 1 as negotiated for the project-specific Task Order, 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 Phase 2 Change Order and Recorded Payment and Performance Bond, and shall substantially complete all Work as negotiated. Final Completion shall be reached within thirty (30) consecutive calendar days after Substantial Completion, unless otherwise agreed to by the Parties in writing.

3.1.2.1 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.

3.1.2.2 The following items must be completed prior to Design-Build Firm's request for a Substantial Completion inspection of Construction Work under Phase 2:

- a) All general construction completed;
- b) Successful operation of well;
- c) Successful performance test;
- d) Permanent power;
- e) Easements for incoming power as well as ingress/egress;
- f) Proper installation of generator (if specified), separate fuel tank, and interconnecting piping;
- g) SCADA programming is completed
- h) Water Quality sampling reports submitted;
- i) Hydrogeologic Report submitted;
- j) Preliminary as-built drawings submitted; and
- k) All applicable permits required for use provided.

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

3.1.2.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act 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 Services, 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 Work, shall submit to the Project Manager(s) 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 Phase 1 or 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(s), and such failure is not caused by the County, 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 sum of **\$1,500.00** per day for each and every calendar day of unexcused delay "Liquidated Damages", with a per Task Order aggregate of liquidated damages not-to-exceed \$180,000. 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 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 completion of Work to withhold Liquidated Damages from Design-Build Firm's progress payments.

3.4 Mutual Waiver of Consequential Damages

The Parties shall not be liable to the other Party, 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 the other Party in connection with this Contract, even if the Party 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, and are 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 Prices for Phase 1 Design Services shall be computed separately and independently from the Contract Price for Phase 2 Final Design, Construction, and Commissioning Work. Phase 1 Contract price will be established by a project-specific Task Order, and Phase 2 Contract price will be incorporated through a Change Order upon successful negotiation of the Phase 2 Proposal. All amounts included in the Contract Prices are subject to lawful appropriation of funds by the Board of County Commissioners.

4.1.2 The individual Task Order shall establish Compensation for Phase 1 Design Services. Any lump sum amounts shall constitute full payment for satisfactory performance of the Phase 1 Work, as established in the project-specific Task Order, 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.

4.1.3 Compensation for Phase 2 Final Design, Construction, and Commissioning shall be incorporated through a Change Order consisting of the sum of Allowable and Reimbursable Costs, Design-Build Firm's Fee, and Construction Contingency. The Phase 2 Proposal 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 Phase 2 Proposal, it shall be issued and executed by both parties. The Phase 2 Proposal, as defined herein, is the maximum price the County will pay to the 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 the Phase 2 Proposal. During Phase 1, the Design-Build Firm shall prepare a Phase 2 Proposal for Final Design, Construction, and Commissioning Work. The Phase 2 Proposal 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 Phase 2 Proposal;
- b) A list of assumptions and clarifications made by Design-Build Firm in preparation of the Phase 2 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 Phase 2 Proposal;
- d) Procurement Plan, Subcontract Plan, and Bidding Procedures;
- e) The date of Substantial Completion upon which the proposed Phase 2 Proposal 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; Phase 2 of the Project, including Design-Build Firm's Authorized Representative, if different than Phase 1;
- h) Risk Registry; and
- i) The timeframe by which the Phase 2 Proposal shall remain valid for consideration by the County.

4.1.3.2 Design-Build Firm acknowledges and understands that the Phase 2 Proposal may be incomplete, lack detail, and require future adjustment at the time the Phase 2 Proposal is submitted to the County. Nevertheless, the Phase 2 Proposal

shall be intended to represent the Design-Build Firm's offer to complete the Final Design, Construction, and Commissioning Work of the Project.

4.1.3.3 The Phase 2 Proposal shall be based upon actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. The Phase 2 Proposal 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 Phase 2 Proposal, the Design-Build Firm and County shall meet to review the Phase 2 Proposal. If the County has any comments regarding the Phase 2 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 Phase 2 Proposal. If the Design-Build Firm's Phase 2 Proposal is acceptable to the County, a Phase 2 Change Order shall be drafted and submitted for approval by the St. Johns County Board of County Commissioners, in accordance with the Purchasing Policy thresholds. Subject to additions or deductions by approved Change Order as provided in this Contract, Design-Build Firm shall certify in the Phase 2 Change Order that the agreed Price (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 Phase 2 Proposal 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 Phase 2 Proposal to be exceeded shall be paid by the Design-Build Firm without reimbursement by the County and shall not be a basis of any additional Change Order.

4.1.3.5 Design-Build Firm shall not commence with Phase 2 Work before the Change Order is fully executed and receipt of the County's Notice to Proceed for Phase 2 Work. If the County rejects the Phase 2 Proposal or fails to notify the Design-Build Firm in writing on or before the timeframe specified within the Phase 2 Proposal that it accepts the Phase 2 Proposal, the Phase 2 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 2.1.5 of this Contract.

4.1.3.6 The County reserves the right to request, and Design-Build Firm is obligated to provide, either prior to or after receipt of the initial Phase 2 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 be an amount equal to a negotiated percent of the sum of the Allowable Costs provided in the Phase 2 Proposal and included in the Phase 2 Change Order. The Design-Build Firm's Fee rate is established within the project-specific Task Order by the Phase 2 Change Order and shall be applied to subsequent County approved Change Orders for that specific Task Order. In the event, however, that the cumulative adjustments to the Contract Price exceed twenty-five percent (25%) of the original Phase 2 project-specific Change Order, the Design-Build Firm's Fee shall be subject to renegotiation.

4.1.5 Allowance Items. The Contract Price for Phase 1 and 2 may include Allowance Items, as identified in the Design-Build Firm Proposal(s). The agreed-upon total allowance (sum of allowance items) shall be the maximum amount of compensation to which Design-Build Firm is entitled to 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.

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

4.1.5.2 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.

4.1.5.3 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.

4.1.6 Construction Contingency. The Phase 2 Proposal shall include a Construction Contingency, the sum of which shall be established by the Design-Build Firm and the County and included in the Phase 2 Change Order. 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 the Phase 2 Proposal (and not otherwise recoverable by bond or applicable insurance).

4.1.6.1 The Construction Contingency included in the Phase 2 Proposal 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 Phase 2 Change Order is established.

4.1.6.2 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.

4.1.7 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 Phase 2 Proposal 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 work with the County on making 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 Phase 2 Proposal 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 Phase 2 Proposal.
- (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 Phase 2 Cost. At the completion of the Project, the Final Phase 2 Cost 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 Services (and within thirty (30) calendar days after receipt of the Phase 2 Change Order for Final Design, Construction, and Commissioning), Design-Build Firm shall submit to the County and to the Project Manager(s) 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 the Phase 1 or Phase 2 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 tenth (10th) 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 Services 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 If Claims 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 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 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 arose.

4.7 Final Inspection (Phase 2 Final Design, Construction, and Commissioning)

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;
- b) Project Jobsite cleared of Design-Build Firm's excess equipment, storage shacks, trailers, and/or building supplies;
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents;
- d) Preliminary as-built drawings submitted;
- e) All applicable permits required for use provided;
- f) All operations and maintenance manuals, training literature, and software for all equipment provided;
- g) Manufacturers' certifications and warranties provided; and
- h) 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 Services. 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 Services. 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 notify the County in writing within 48 hours 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, unless workers are not employed or sub-contracted by the Design-Build Firm, 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. County agrees that Design-Build Firm shall retain sole ownership of its pre-existing intellectual property, including such intellectual property that is further developed during the performance of the Work.

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 acknowledges that CDM Smith holds a limited non-transferable license for the Deltek specifications, and the use of such specifications is limited to the Project. 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 (9) and (10), Florida Statutes. In the event the County alters the Work Product, or any portion(s) thereof, for reuse, or reuses the Work Product, the County should obtain a MasterSpec license from Deltek. 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, penalties, losses, and expenses including reasonable attorney's fees arising from the County's alteration or reuse of the Work Product beyond the Project. If, on a particular Task Order for a production well, the County elects to "off-ramp" CDM Smith pursuant to Section 2.1.5 of this Agreement at the agreed percentage design complete for that Task Order for the development of a GMP, and to the extent permitted by Florida Statutes Chapter Section 287.055(9), the County can retain another engineering firm to complete the design to 100% using the specifications for that specific production well of the Task Order without obtaining a MastersSpec license from Deltek pursuant to the terms of CDM Smith's License Agreement with Deltek and the End User License Agreement set forth in Exhibit B, therein..

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 then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, 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, concealed, or latent 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 shall submit 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 reasonably 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, or such timeframe as mutually agreed, 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 I Design Services, 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 Contract Price 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 required 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 Department

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 Umbrella or Excess Liability

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 \$3,000,000

13.7 Additional Coverages

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

13.7.1 Professional Liability.

13.7.1.1 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 in the 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.

13.7.1.2 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.

13.6.2 Builders Risk.

13.7.2.1 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.

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

13.7.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

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

13.8 Other Requirements

13.8.1 The required insurance limits identified in Sections 13.4, 13.5, 13.6, and 13.7 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. 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.

13.8.2 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.

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

13.9 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.

13.9.1 Upon receipt of an executed project-specific Phase 2 Change Order, the County will provide the Design-Build Firm the Payment and Performance bond for recording and execution. The Design-Build Firm shall provide the executed and recorded Payment and Performance Bond to the County within three (3) business days of receipt of the bond form and the executed project-specific Change Order for Phase 2.

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 a Party to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the Party'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 July 1, 2023.

- 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

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: Leigh A. Daniels
Email Address: ldanield@sjcfl.us

CDM Constructors Inc.
4651 Salisbury Road, Suite 420
Jacksonville, FL 32256
Attn: Leslie Samei, PE, Vice President
Email Address: samei@cdmsmith.com

With a copy to:

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

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

CDM Constructors Inc. (Seal)

(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

FORM 2

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

County: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 24-MCA-CDM-20162	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.



NOTICE OF INTENT TO AWARD

May 2, 2024

RFQ No: 1374R; Design-Build Services for Wells

St. Johns County hereby issues this Notice of Intent to Award contracts, upon successful negotiations, with CDM Constructors, Inc. and Jacobs Project Management Co. under RFQ 1374R; Design-Build Services for Wells.

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 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 Diana M. Fye, BAS, NIGP-CPP, CPPB, Senior Procurement Coordinator, via email at dfye@sjcfl.us or phone at (904) 209-0162.

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

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

Date: 5/2/24



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: DIANA FYE, SENIOR PROCUREMENT COORDINATOR
FROM: GORDON SMITH, ASSISTANT UTILITY DIRECTOR - ENGINEERING *CSH*
DATE: APRIL 24, 2024
SUBJECT: RFQ 1347R – THE NEED FOR TWO DESIGN BUILD FIRMS

The Department is currently renewing a Consumption Use Permit (CUP No. 1198) with St. Johns River Water Management District to supply water to our customers. The permit renewal process requires an evaluation of future water consumption demands and a projection of water available from groundwater or surface water for public water supply. The evaluation also requires us to model water quality parameters to determine any impacts to existing water wells from future withdrawals.

Preliminary results from our consultant's groundwater modeling and well optimization evaluation, the County will need four to eight new wells over the next 2 - 4 years to supplement the existing wells that will have their pumping capacity reduced. This triggers the need of more wells to provide for the Growth that has been planned and to maintain the water quality parameters from our groundwater source.

We are requesting the County select both Design Build firms for RFQ 1347R. Both firms are well qualified and by having them under contract, would help us install the wells we need to comply with our CUP and meet our critical project schedule.

If you have any question, please give me a call.



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

Date: April 25, 2024
RFQ No: 1374R; Design-Build Services for Wells

FIRM	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL AVERAGED ORDINAL NUMBER SCORE	RANK	COMMENTS
CDM Constructors, Inc.	1	2	1	2	1	1.4	1	Shortlisted
Jacobs Project Management Co.	2	1	2	1	2	1.6	2	Shortlisted

APPROVED: NEAL SHINKRE, UTILITIES DIRECTOR

APPROVED: LEIGH A. DANIELS, PURCHASING MANAGER

Posted to Demandstar:

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.

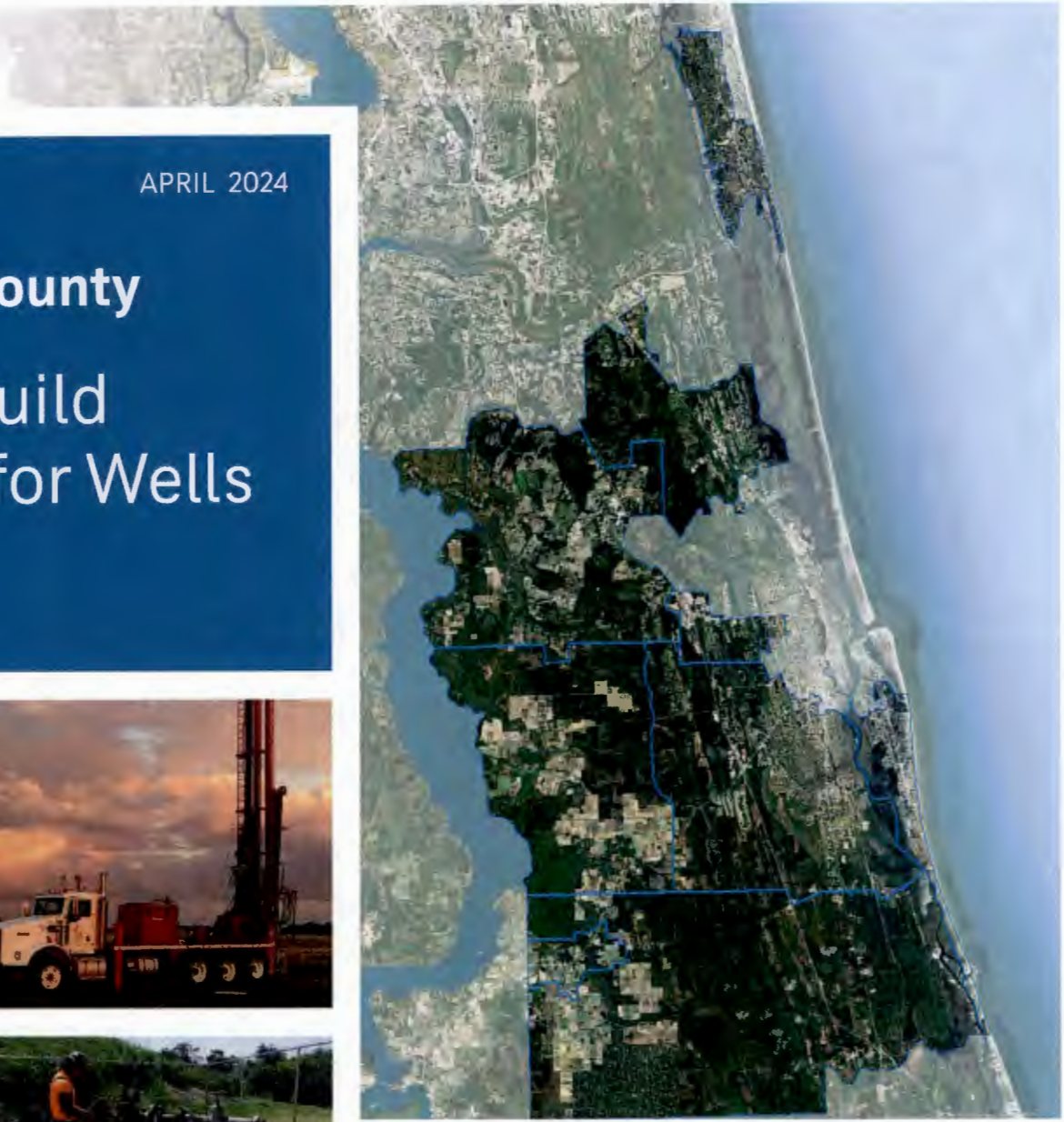
ANY ACTUAL BIDDER, PROPOSER, OR SUPPLIER WHO IS AGGRIEVED IN CONNECTION WITH THE NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST TO THE ASSISTANT DIRECTOR OF PURCHASING AND CONTRACTS AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.

QUALIFICATIONS

APRIL 2024

St. Johns County Design-Build Services for Wells

RFQ NO: 1374R



**CDM
Smith**

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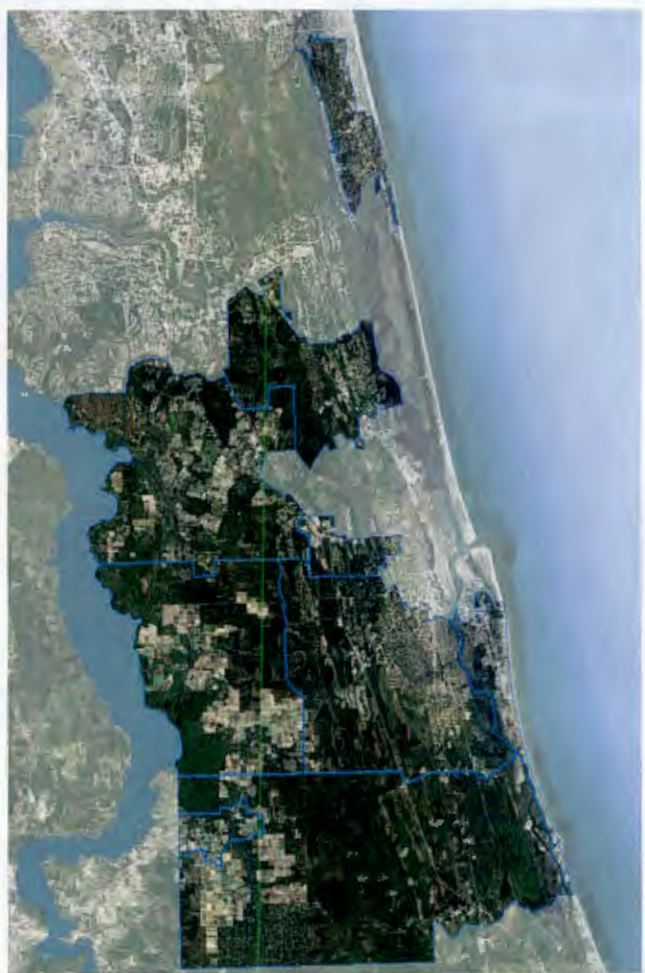
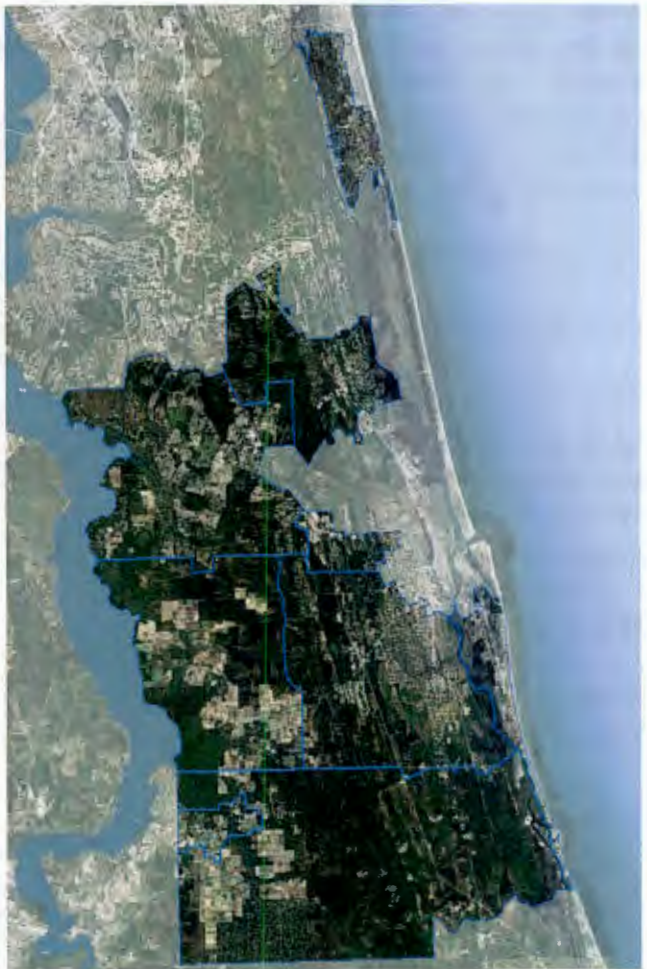


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Section 1: Qualifications Cover Page and Cover Letter

Section 1:
Qualifications Cover Page
and Cover Letter



RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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: CDM Constructors Inc.

RESPONDENT FEIN #: 04-3163397

MAILING ADDRESS: 4651 Salisbury Road, Suite 420, Jacksonville, FL 32256

POINT OF CONTACT NAME & TITLE: Leslie Samel, PE; Vice President

POC EMAIL ADDRESS: samells@cdmsmith.com

POC PHONE NUMBER: 704.249.6592

DATE OF SUBMITTAL: April 11, 2024



April 11, 2024

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

Subject: RFQ NO: 1374R; Design-Build Services for Wells

Dear Members of the Selection Committee:

The St. Johns County Utility Department (SJCUD) is seeking a design-build (DB) team to collaborate on the design, permitting, and construction of up to 12 new public supply water wells. The successful implementation of the well design-build services is pivotal to meeting St. Johns County’s public water supply demands to accommodate growth as well as improving wellfield reliability and extend the life of each well. The right partner for this crucial program is CDM Constructors Inc. (a wholly owned subsidiary of CDM Smith Inc.), along with our key drilling subcontractor Partridge Well Drilling Co., Inc. (supported by Grosch Drilling Enterprises, Inc.) and other local firms. Our DB team brings forth a long-standing history building production wells for SJCUD and has the leadership and expertise needed to develop a well implementation approach that is cost-effective, minimizes risk, and qualified resources ready to meet or accelerate the schedule.

Proven Leader with SJCUD’s Best Interests at Heart: Our team is led by accomplished **Project Manager Leslie Samel, PE** who understands how to lead DB teams and successfully deliver DB projects within our local market. Leslie embraces challenging and complex problem solving, believes firmly in listening to operations staff for feedback to improve final outcomes, and consistently delivers every project for SJCUD on-schedule and with high-quality. She is fully committed to this project and to advancing the tenants of PDB delivery to benefit the County. Leslie is confident that through her leadership, organization, planning and collaboration, all 12 wells will be completed successfully and to your full satisfaction.

Local Well Drilling Resources Ready to Mobilize to Accelerate Schedule:

Our team includes two highly experienced local drilling contractors, **Partridge and Grosch**, each providing the necessary resources, skills, and equipment to meet SJCUD’s critical timeline for the planned well projects. Their SJCUD production well installation is impressive with combined having installed 22 of your 30 wells. With nearly four decades of combined SJCUD drilling experience, they possess valuable insights into your geology and have the capability and capacity to efficiently drill and construct multiple SJCUD wells concurrently. A benefit of PDB execution is being creative to meet schedules, having two drilling firms provides our team with the ability to respond quickly and flexibility to adjust schedules to your meet your water demands effectively and/or cash flow projections.

RESPONDENT:
CDM Constructors Inc.

CORPORATE STRUCTURE: Corporation

ADDRESS:
4651 Salisbury Road, Suite 420
Jacksonville, FL 32256 (Primary)
101 Southhall Lane, Suite 200,
Maitland, FL, 32751

PRIMARY CONTACT:
Leslie Samel, PE; Vice President
M: 704.249.6592
E: samells@cdmsmith.com

PRINCIPALS: Francesco Terrasi
President and Director; Christopher
Campbell Treasurer; Mario
Marcaccio, Secretary; Timothy
Wall, Director; Anthony Bouchard,
Director; Thierry Desmaris,
Director

DATE OF ESTABLISHMENT: June 16, 1992

YEARS IN BUSINESS: 32 years

NUMBER OF EMPLOYEES:
CDM Constructors’ 500 staff,
combined with the resources of
CDM Smith Inc., total more than
5,500 available resources.

BUSINESS PHILOSOPHY: Our philosophy
for DB, especially for PDB, is to
work together as a team, with you
the client as the focal point, to
ensure we deliver the best solution
and maximize value. This requires
transparency and trust, something
our team has consistently delivered
to St. Johns County over the past
20 years.



A Team of Proven Hydrogeologists and Designers to Deliver Efficiently: Our well permitting, design, and testing staff will use their significant SJCUD and Florida well design experience to maximize design efficiencies and work side-by-side the drilling team to evaluate and recommend opportunities for cost savings. **Lead hydrogeologist Jason Mills, PG, BCES** has a track record of successfully completing 12 SJCUD well projects, possesses an in-depth understanding of SJCUD procedures and practices, and has a comprehensive understanding of Florida FDEP and SJRWMD permitting requirements. Supporting Jason are four high-skilled hydrogeologists, **Andrew Ryan, PG; Walker Taylor, PG; Jeron LeBlanc, and Lee Wiseman, PE, BCEE** all located in Florida and available to assist Jason as wells are concurrently drilled. The design of the wellhead assembly will be led by **Mechanical and Civil Engineers, Yanni Polematidis, PE, BCEE, PMP and Jim Overton, PE, PMP.** Yanni and Jim combined have more than 30+ projects serving the County and extensive production well design expertise to lead supporting disciplines in each well design. The design team is fully resourced, prepared, and excited to work together for program success.

A Flexible and Streamlined Approach Adaptable to SJCUD Needs: With the strong leadership and approach this CDM Smith team brings, well implementation using DB can be wildly successful—reducing the overall time spent by SJCUD staff required for daily design/construction implementation. It also provides the reassurance to the operations team that water will be made available in advance of when needed to avoid emergency operational protocols as stop-gap measures. We are assembled to work together as a fully integrated design-drilling-construction team to optimize well design and construction for cost-effectiveness and ability to seamlessly adjust schedules and approaches to meet your water demands. We look forward to the next phase of the process, during which we will share with you our many ideas on how to deliver the utmost value through our design-build services for wells to ensure long-term operational reliability while maintaining high standards for water quality and yield.

In summary, CDM Smith offers SJCUD the benefit of a team with a holistic understanding of your wells and water program. This includes insight into both near-term and long-term goals, as well as strategies for risk mitigation. Drawing from our extensive experience, we have a comprehensive understanding of the technical and delivery challenges, constraints, and alternative approaches within the program. It is our unique team that can effectively leverage this knowledge to achieve the optimal balance of risk management, scheduling, and cost certainty for SJCUD. On behalf of our entire team, we are excited by the opportunity to collaborate further with SJCUD and successfully execute the Design-Build Wells Projects. You can trust us to provide exceptional and responsive service throughout the life of this contract.

Sincerely,

Tommy Floyd, Associate DBIA
CDM Constructors Inc. | Senior Vice President

Leslie Samel, PE
CDM Smith Inc. | Design-Build Project
Manager; Vice President



75 State Street, Suite 701
 Boston, Massachusetts 02109
 tel: 617 452-6000

CERTIFICATE

I, Mario Marcaccio, Secretary of CDM Constructors Inc., a Massachusetts corporation, do hereby certify that Tommy Floyd holds the role of Southeast Area Manager, which entitles Mr. Floyd to execute and deliver the Proposal for the performance of professional services in the name and on behalf of CDM Constructors Inc. for the Project identified below. Further, consistent with the firm’s signing authority policies and procedures, Mr. Floyd has been delegated the authority to execute and deliver the Proposal for the performance of professional services specifically for the project titled RFQ No: 1374R, Design-Build Services for Wells Qualifications Package in St. Johns County, Florida.

I further certify that the foregoing is consistent with the Contract Signing Authority Policy and with the By-laws of the said corporation.

IN WITNESS WHEREOF, I have executed this certificate and have caused the corporate seal of CDM Constructors Inc. to be hereunder affixed on this 9th day of April 2024.

Mario J. Marcaccio

 Mario Marcaccio - Secretary of the Corporation

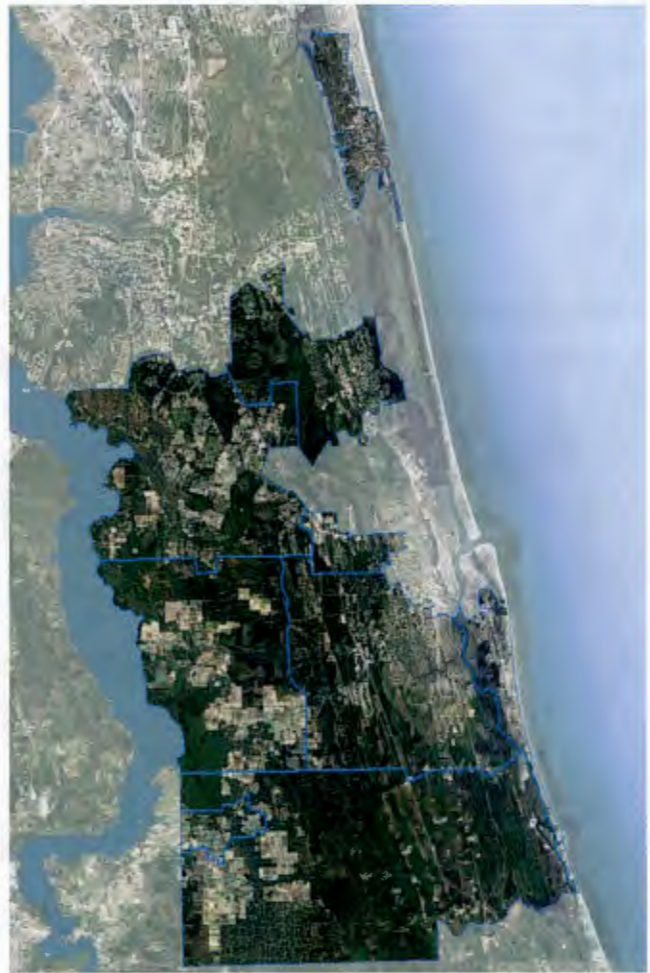


COA-FLOYD, TOMMY-RFQ 1374R, St. Johns County, Florida-4.9.24

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES



Section 2: Design-Build Firm, Staff, and Team Qualifications



Section 2:
Design-Build Firm, Staff, and Team
Qualifications



SECTION 2

Design-Build Firm, Staff, and Team Qualifications

A Proven Team That Will Deliver on All SJCUD Project Goals

Since 1992, CDM Smith has worked with St. Johns County on 200+ successful projects, including 11 production/monitoring wells and extensive upgrades at most of your WTPs. **We know your design-build (DB) well program is a top priority for SJCUD to meet projected growth in your service area as well as enhance the overall wellfield operational reliability.** Our local DB team leads will leverage similar, relevant SJCUD experiences, our understanding of your standards and preferences, and our expertise executing DB contracts to develop an approach to efficiently execute multiple well design and construction projects within your schedules and budgets.



Design-Build Firm Profile

CDM Smith was founded in 1947 in Boston, MA as a water/wastewater engineering firm. Our construction division, wholly-owned subsidiary CDM Constructors Inc., was formed in 1992 and is a founding member of the Design-Build Institute of America and Water Collaborative Delivery Association. As a Florida-licensed General Contractor, we have used collaborative delivery to construct hundreds of successful utility and infrastructure projects. Our design and construction professionals routinely work as an integrated team from project inception to commissioning, maximizing collaboration, enabling cost and schedule efficiencies, and garnering project transparency and certainty with well-informed and timely decisions. The result is a **high functioning team that's completely committed from start to finish!**

One TEAM. One FIRM. One Point of ACCOUNTABILITY.



Collaborative Delivery Project

32
Years of Collaborative Delivery

20
National DBIA Awards; 11 DBIA Awards in the Southeast

\$2B
Aggregate Bonding Capacity; \$750M for a single project

450+
Collaboratively Delivered Projects (CDP)

63%
of CDP Portfolio is PDB

\$11B
in Construction Performed

36
Florida CDPs



Successfully Delivered SJCUD's first DB Project: CR 214 WTP and NW WTP Expansion

Local PDB Well Delivery for JEA Wells TR 43 - TR 48 Executed by CDM Smith via DB

Groundwater Supply Development

CDM Smith has extensive experience in hydrogeologic investigation and aquifer testing, design and installation of production wells, pumps, and wellhead controls, as well as the design of related transmission, treatment, storage, and distribution. We have helped communities worldwide to locate, investigate, and develop potential groundwater supply sources. We offer valuable insights from over 100 water supply wells in Florida, **with a combined permitted capacity of 426 mgd.**

Partridge & Grosch: Local Well Drilling Partners With SJCUD Familiarity and Resources to Accelerate the Schedule



5,000+

NE Florida Well Projects in the Past 15 Years

37

Florida Staff

8

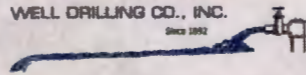
Drill Rigs

17

SJCUD Wells

Partridge Well Drilling Co., Inc. (PWD)

PARTRIDGE
WELL DRILLING CO., INC.
Since 1902



PWD is a premier, fully licensed and insured water well drilling company headquartered in Jacksonville, FL. PWD began business 120 years ago and has succeeded through six generations of the Partridge family led today by Pat and Lance Partridge. PWD takes pride in the unmatched history in NE Florida, particularly with SJCUD, and possesses an unparalleled understanding of SJCUD's distinct hydrogeology and foundational trust within your organization, ensuring efficient, cost-effective drilling operations. With records for nearly every well that they have drilled, the PWD team brings the knowledge of your hydrogeology and drilling expertise required to meet your growing demands. Their expertise encompasses well drilling, testing, and pump installation and a strong resume working alongside CDM Smith's hydrogeologist and design team.



12

NE Florida Well Projects in the Past 15 Years

18

Florida/Georgia Staff

8

Drill Rigs

5

SJCUD Wells

Grosch Drilling Enterprises, Inc.



Grosch has been providing water well services since 1933, they also bring applicable SJCUD production well experience in your Tillman Ridge wellfield. Their services include water well construction and rehabilitation, aquifer performance tests, geophysical logging, packer testing, pump design, pump overhaul, and all other aspects of the water well industry. They are fully licensed and insured and equipped to handle any project in the water well industry, with their available numerous drill rigs, service trucks, pumps, motors, diesel engines, packers, a complete suite of geophysical tools, downhole cameras, and all necessary support equipment ready to assist and support the CDM Smith team in drilling operations as needed.



PARTRIDGE
WELL DRILLING CO., INC.



Unmatched SJCU Wellfield Knowledge

- 11** SJCU water supply and monitoring wells by **CDM Smith** providing a combined raw water capacity of 15.7 mgd in service today.
- 17** SJCU water supply wells constructed by **Partridge** since 1985, with two drilled for St Johns Service Co. before they were acquired by SJCU.
- 5** SJCU water supply wells constructed by **Grosch** as part of CDM Smith design-build team.

Leveraging our in-depth understanding of your water supply challenges and CUP renewal process and specific wellfield hydrogeology and water quality characteristics, we will strategically plan and implement well projects identified by SJCU to achieve your water supply needs for each service area.

Marsh Landing WTP
Inlet Beach WTP
Sawgrass WTP
Plantation WTP

Comprehensive Ponte Vedra Wellfield Understanding
Partridge constructed: Inlet Beach No. 2 & No. 4 and Marsh Landing No. 2

Bartram Oaks WTP
Northwest WTP

Comprehensive Northwest Wellfield & WTP Understanding
CDM Smith DB: NW WTP to 6 mgd
Partridge constructed: NW-3, NW-5, NW-6, NW-7, and 5 monitoring/test wells
CDM Smith designed: NW WTP expansion to 9 mgd

Comprehensive Tillman Ridge Wellfield and CR-214 WTP Understanding
CDM Smith DB: 8 mgd CR 214 RO WTP
CDM Smith designed: 2 mgd CR 214 WTP Blending Station
CDM Smith + Grosch DB: TR-44, TR-45, TR-46, TR-47, and TR-48
Partridge constructed: TR-42 (rehab), TR-50, TR-43R, and original surficial wells
CDM Smith well evaluations: TR-41 (abandoned) and TR-42 (rehab)

CR 214 WTP

Hastings WTP

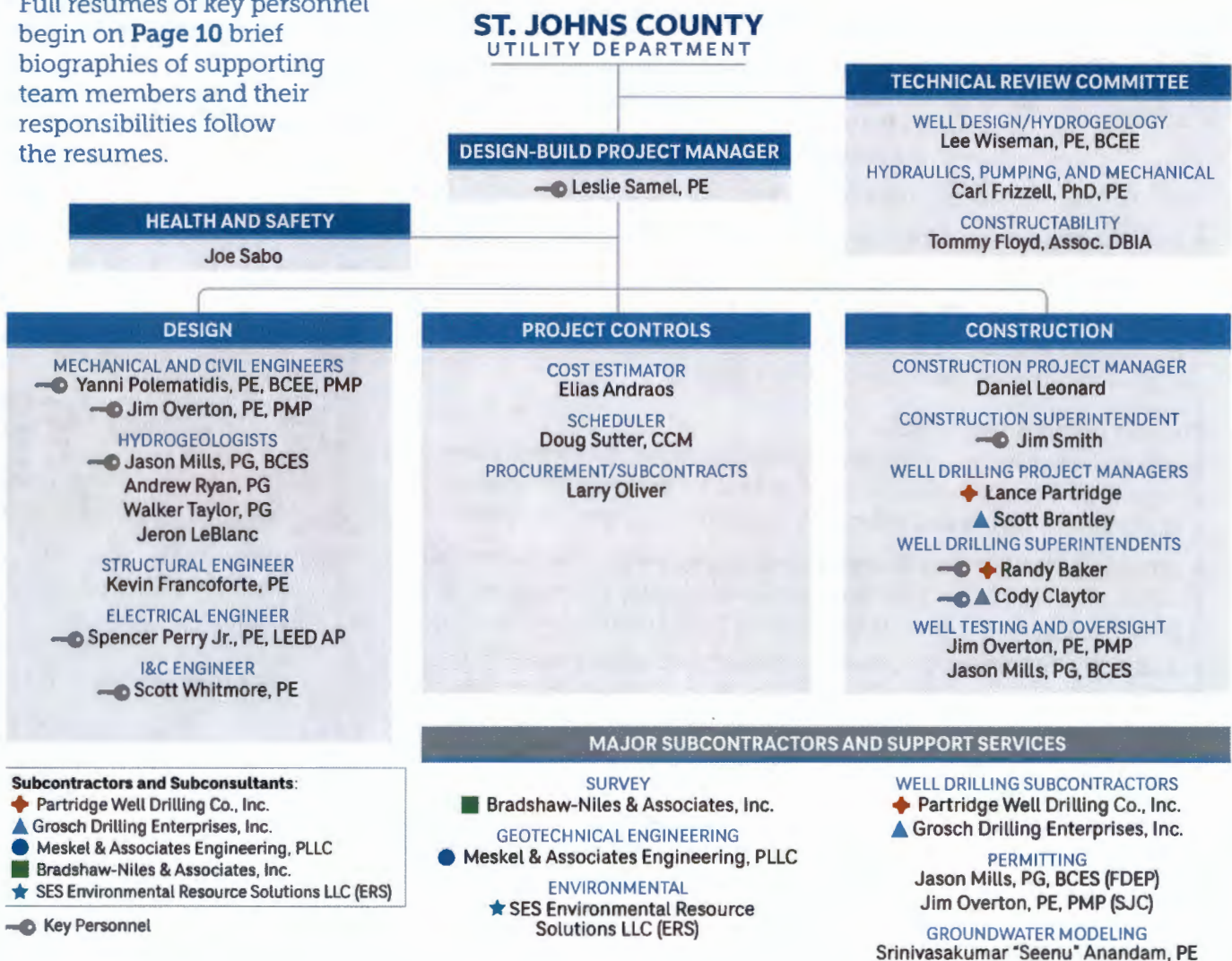
- Existing Production Well
- Proposed Production Well
- Team Project

Project Organization Chart

The CDM Smith team brings unparalleled expertise in implementing municipal production water well projects. In Florida alone, our staff have delivered design, permitting, and construction services for over 100 water supply wells and associated systems. We have pioneered advanced well drilling and testing techniques within the state, gaining valuable insights into the unique hydrogeology of the County. **Leveraging this experience, we plan to use the DB methodology to streamline design efforts, improve cost-effectiveness through collaboration with drilling contractors from the start, and produce an approach and implementation schedule that has the wells installed before you need them.**

Our Team of Well Experts is Enhanced by Two Accomplished Local Well Drilling Subcontractors, Offering the Flexibility to Accelerate or Adjust the Schedule to Meet SJCUD's Plan and Deliver Capacity When Needed.

Full resumes of key personnel begin on **Page 10** brief biographies of supporting team members and their responsibilities follow the resumes.



Key Personnel: Proven Ability to Work in Close Partnership With SJCUD and Drilling Subcontractors

When it comes to constructing your well infrastructure, our key personnel were selected based on these critical essentials.

- **Local Expertise and Relationships:** We recognize the importance of local well experience and strong established relationships.
- **Technical Excellence:** Having the right people with comprehensive technical expertise is critical to meeting quality.
- **Trusted and Proven Collaboration:** The most crucial factor is a team with a proven partnership.
- **In-Depth Understanding:** As a team that has successfully collaborated on other projects and worked alongside SJCUD's wellfield system for 25 years, we deeply understand your organization's processes, and recognize the critical issues that need attention under this contract.



Leslie Samel, PE

DESIGN-BUILD PROJECT MANAGER

Leslie, a resident of St. Johns County, has effectively led a diverse range of planning, design, and construction initiatives for the SJCUD since 2008. Her impressive track record includes skillfully managing similar collaborative delivery and complex design projects consistently producing high-quality, creative, and cost-effective solutions. She is fully committed to meeting SJCUD's desired outcomes for the well program and to improving the quality and implementation efficiency of each well executed under this contract.

24 YEARS
Jacksonville

Leslie's key tenants for project management will guide the CDM Smith team:

- Early alignment of expectations and desired outcomes with SJCUD, well design, drilling, and construction.
- Commitment to streamline design and field inspection requirements to create schedule efficiencies and provide clear expectations for the construction and drilling teams.
- Leverage our design and construction experience to foster creativity and collaboration throughout all project delivery phases.

Proven Results with Leslie

As your dedicated design-build project manager, Leslie will take complete ownership of the scope, work proactively with SJCUD and our project team. Her hands-on, collaborative approach results in success time-after-time for projects including:

- **PDB Hasting WWTP Phase III Upgrades** – Challenged with implementation during COVID and a fixed budget and completion schedule; Leslie and team met the \$6.53M budget and on-time completion using 100% CDBG-DR funding.
- **PDB AI WWTP Influent PS** – Striving for creativity and overall reduction in O&M requirements, an alternative to traditional screening was successfully implemented saving \$1M in construction costs. Use of caisson construction method for the wet well was completed ahead of schedule and similarly saving SJCUD significant money by avoiding deep sheeting and shoring.
- **CR 208 BPS and GST** – Thinking outside-the-box, Leslie advocated for splitting the project into four separate bid packages to release long lead electrical equipment and pumps and early construction of the GST to reduce overall project schedule. This modification of traditional delivery had not been used by SJCUD and is anticipated to save at least six months on the overall schedule.
- **Players Club WRF** – Following through on her commitments, Leslie and team completed the design of a new 2.4 mgd WRF in less than nine months including securing SRF funding, following suit, startup of the new plant was completed five months ahead of schedule. With change orders at less than 1%, the overall execution and project outcome was nothing less than perfect!



Hastings WWTP Phase III Improvement: Startup Day!

Serving as the PDB Design PM, Leslie successfully led the WRF startup activities working side-by-side with SJCUD operations, integrator, and design-builder for an on-schedule project delivery.



Leslie Samel, PE

DESIGN-BUILD PROJECT MANAGER

Education: ME, BS – Environmental Engineering
Experience: 24 Years
Location: Jacksonville, FL
Certifications/Licenses: PE (FL, NC)

14
 Years Working
 With **SJCUD**

7 Collaborative
 Delivery Projects

LESLIE'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Champion our team to work collaboratively, and drive successful safety, budget, schedule, and quality practices.
- Understand the resources required to successfully manage this program and commitment to delivering those resources.

SIMILAR PROJECTS	RELEVANCE TO SJCUD
Project Director PDB Ridenour Well No. 8 JEA, FL → PDB Experience	<ul style="list-style-type: none"> ■ Design, permitting, and development of two phased GMP for a 1.4 mgd UFA production well facility, and 2,800 lf of PVC raw water main to the existing JEA Ridenour WTP including site development, electrical, and SCADA. ■ Responsible for oversight of staff to complete the JEA PDB Well Program in a professional, responsive, and cost-effective manner.
Project Director Production Wells TR 41 and TR 42 Investigation and Rehabilitation St. Johns County, FL → Rehab by Partridge	<ul style="list-style-type: none"> ■ Responsible for all project aspects of the work including the development of well rehabilitation methods using innovative AirBurst Technologies. Based on the results of the assessment, SJCUD moved forward with abandoning TR-41 and rehabilitating TR-42. Water quality improved and well yield increased by over 110% despite the reduction of open hole interval.
Project Director Inlet Beach Well Evaluation and Rehabilitation St. Johns County, FL → PDB Experience	<ul style="list-style-type: none"> ■ Oversaw innovative, cost-effective solution to rehabilitate the well by lining it with a 12-inch by 8-inch diameter casing to 370 feet bls and maintained open borehole to 885 feet bls; design rate was maintained at 1,400 gpm. ■ Collaborated with SJRWMD staff to secure approval of the variance for well construction/modification permitting, this innovative rehabilitation approach saved SJCUD over \$250,000 by eliminating the need for a new well.
Project Manager and EOR PDB Hastings WWTP Phase III Improvements St. Johns County, FL → PDB Experience	<ul style="list-style-type: none"> ■ \$6.53M PDB upgrades to SJCUD's 0.12 mgd WWTP. ■ Collaborated with PDB team to prioritize recommended improvements and optimize design to meet SJCUD's budget. ■ Held weekly meetings during construction to track progress and facilitate resolution of any design or O&M issues to keep the project on schedule.
Project Manager and EOR PDB AI WWTP Influent Pump Station Improvements St. Johns County, FL → PDB Experience	<ul style="list-style-type: none"> ■ PDB for a new influent Dimminutor structure to remove debris, new 5 mgd quadraplex submersible pump station, all new electrical and SCADA I&C equipment meeting SJCUD lift station standards. ■ \$4.2M PDB project highlights team's willingness for creative ideas that saved money including the use of caisson method for construction of the wet well and use of dimminutor in lieu of screening equipment.
Project Manager PDB Greenland WRF Pipelines JEA, FL → PDB Experience	<ul style="list-style-type: none"> ■ \$54M PDB for three large diameter pipelines ranging in size of 24-48 inch. ■ Oversaw design and permitting for each pipeline and led the route options and trenchless crossing evaluation and recommendations. ■ Assisted through inspections, shop drawings reviews, RFI, and coordination with regulatory agencies during the construction phase.

REFERENCE PROJECT



Jim Smith

CONSTRUCTION SUPERINTENDENT

Education: Building Construction, Coursework

Experience: 37 Years

Location: Orlando, FL

Certifications/Licenses: OSHA 40-Hour Hazwoper; CPR/First Said; ATSSA Florida Advanced Work Zone Traffic Control; USACE Construction Quality Management

\$1B
in Constructed Costs

\$300M in WWTP/
WTP Construction

8 Collaborative
Delivery Projects

JIM'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Provide daily on-site oversight of all construction activities with well drilling project manager and superintendents, including coordination, planning, and scheduling.
- Manage construction operations in accordance with the project safety and quality plans.

SIMILAR PROJECTS	RELEVANCE TO SJCUD
Construction Superintendent Yadkin Regional Water Supply Program Union County, NC	<ul style="list-style-type: none"> ■ \$119M PDB project included design, permitting, and construction of a greenfield 13-mgd WTP and 11 miles of 36-inch finished water pipeline. ■ Supervised daily procedures on-site to ensure the project's completion within budget, schedule, and quality standards.
Construction Superintendent Twentynine Palms Marine Air Base Brackish Water Treatment System NAVFAC Southwest, CA	<ul style="list-style-type: none"> ■ \$50M design-build project of a 3-mgd high recovery RO treatment system for reducing dissolved solids, boron, and fluoride in a new brackish water source.
Construction Superintendent Industrial WWTP Upgrades Naval Air Station, Jacksonville, FL	<ul style="list-style-type: none"> ■ \$16M lump sum construction project to rehabilitate and improve two existing WWTPs and four ancillary buildings servicing the Fleet Readiness Center of Naval Air Station in Jacksonville. ■ Performed all work while maintaining plant operations on a very fast nine-month on-site construction schedule.
Construction Superintendent Construction of Savannah Harbor Expansion Project (SHEP) Dissolved Oxygen Injection System US Army Corps of Engineers, GA	<ul style="list-style-type: none"> ■ \$100M construction project at two sites in the Savannah River project deepened the Savannah Harbor federal shipping channel to allow for larger and deeper drafting vessels to call on the port without any tidal constraints or delays. ■ Supervised daily procedures on-site for a team of 100+ on-site construction staff and 25 subcontractors to ensure the project's completion within budget, schedule, and quality standards.
Construction Superintendent Water Distribution System Repair Project, Naval Air Station Joint Reserve Base New Orleans, LA	<ul style="list-style-type: none"> ■ \$19M lump sum design-build water distribution repair project modifying the existing water distribution and fire protection system for the operational Joint Reserve Naval Base. ■ Oversaw the construction for the structural and mechanical work in Area 5.
Construction Superintendent WTP Project Lakeland, FL	<ul style="list-style-type: none"> ■ \$19M new 3.75 mgd industrial wasteload reduction facility to reduce Influent biochemical oxygen demand. ■ Managed self-performance field staff and subcontractors, prior to CDM Smith.



Exemplary Safety Record

Outstanding safety performance with no accidents in the last ten years



Randy Baker

WELL DRILLER SUPERINTENDENT

Experience: 35 Years

Location: Jacksonville, FL

Certifications/Licenses: Tanker, air brakes, and doubles endorsements; 40 hr OSHA 29 CFR 1910.120; 8 hr OSHA Annual Refresher; MSHA Part 46 New Miner Training; 10 hr Construction Training; CPR – First Aid

Multiple large diameter wells (up to 36-inch dia. and 1,500 feet deep)

Extensive SJCUD Well Resume

PARTRIDGE
WELL DRILLING CO., INC.

RANDY'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Well drilling construction operations in accordance with the project safety and quality plans.

SIMILAR PROJECTS	RELEVANCE TO SJCUD
<p>Well Driller Superintendent St. Johns County Production Wells St. Johns County, FL</p>	<ul style="list-style-type: none"> NW-5: 20-inch diameter well casing, 2,500 gpm, 375 open borehole depth, and casing was set 47 days after mobilization. NW-6: 20-inch diameter well casing, 2,500 gpm, 368 open borehole depth, and casing was set 42 days after mobilization. NW-7: 20-inch diameter well casing, 2,500 gpm, 368 open borehole depth, and casing was set 82 days after mobilization. TR 43R: 18-inch diameter well casing; 700 open borehole depth, and casing was set 30 days after mobilization. TR-50: 24-inch diameter well casing, 1,300 gpm, 450 open borehole depth, and casing was set 44 days after mobilization.
<p>Well Driller Superintendent Production Well City of Atlantic Beach, FL</p>	<ul style="list-style-type: none"> 16-inch diameter well casing, 1,300 gpm, and 450 open borehole depth.
<p>Well Driller Superintendent Jacksonville University #3 Jacksonville, FL</p>	<ul style="list-style-type: none"> JU #3: 12-inch diameter well casing, 750 gpm, 1,000 open borehole depth, and casing was set 41 days after mobilization.
<p>Well Driller Superintendent WestRock 6B Fernandina, FL</p>	<ul style="list-style-type: none"> WR 6B: 20-inch diameter well casing, 2,000 gpm, and 1,500 open borehole depth.
<p>Well Driller Superintendent The Ameila Island Club at Long Point Fernandina, FL</p>	<ul style="list-style-type: none"> Long Point: 12-inch diameter well casing, 2,000 gpm, 660 open borehole depth, and casing was set 30 days after mobilization.
<p>Well Driller Superintendent Trail Ridge Starke, FL</p>	<ul style="list-style-type: none"> 10-inch diameter well casing, 400 gpm, 806 open borehole depth, and casing was set 27 days after mobilization.
<p>Well Driller Superintendent PGA Tour Ponte Vedra, FL</p>	<ul style="list-style-type: none"> 10-inch diameter well casing, 600 gpm, 500 open borehole depth, and casing was set 11 days after mobilization.



Cody Claytor

WELL DRILLER SUPERINTENDENT

Experience: 19 Years

Location: Clermont, FL

Certifications/Licenses: OSHA 10 Hour; OSHA Hazwoper; OSHA 30 Hour

Municipal Supply Wells Exceeding 1,100 Feet and 24-inch Casing

Extensive SJCUD Well Resume



CODY'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Well drilling construction operations in accordance with the project safety and quality plans.

SIMILAR PROJECTS

Well Driller Superintendent
Municipal Production Wells
St. Johns County, FL

→ DB Experience

Well Driller Superintendent
Municipal Production Wells
The Villages, FL

Water Well Pump Projects

RELEVANCE TO SJCUD

- TR 44:** 26-inch diameter well casing, 450 total well depth, and casing was set 13 days after mobilization.
- TR 45:** 26-inch diameter well casing, 450 total well depth, and casing was set 13 days after mobilization.
- TR 46:** 26-inch diameter well casing, 450 total well depth, and casing was set 15 days after mobilization.
- TR 47:** 26-inch diameter well casing, 450 total well depth, and casing was set eight days after mobilization.
- TR 48:** 26-inch diameter well casing and 450 total well depth.
- The Villages - GPWCA-IR-5:** 24-inch diameter well casing, 1,010 total well depth, and casing was set 45 days after mobilization.
- The Villages - TW-GPWCA-IR-4:** 24-inch diameter well casing, 1,100 total well depth, and casing was set 50 days after mobilization.
- The Villages - GPWCA-IR-6:** 24-inch diameter well casing, 1,100 total well depth, and casing was set 59 days after mobilization.
- The Villages - GPWCA-TW-4:** Two wells 22 and 24-inch diameter well casing, 1,000 total well depth, and casing was set 66 or 59 days after mobilization.
- The Villages - GPWCA-TW-3:** 24-inch diameter well casing, 1,000 total well depth, and casing was set 66 days after mobilization.
- The Villages - GPWCA-TW-1:** 24-inch diameter well casing, 1,000 total well depth, and casing was set 59 days after mobilization.
- The Villages - GPU-4:** 24-inch diameter well casing, 960 total well depth, and casing was set 52 days after mobilization.
- The Villages - GPU-3:** 24-inch diameter well casing, 1,010 total well depth, and casing was set 50 days after mobilization.
- The Villages - VSO-2:** Three wells 24, 22, and 20-inch diameter well casing, 731 total well depth, and casing were set 105, 78, and 42 days after mobilization.
- The Villages - VSO-1:** Three wells 24, 22, and 20-inch diameter well casing, 900 total well depth, and casing were set 146, 126, and 101 days after mobilization.
- Removal, maintenance, and installation of in excess of three hundred water well pumps for various agricultural, municipal, and industrial customers.



Jason Mills, PG, BCES

LEAD HYDROGEOLOGIST; WELL TESTING AND OVERSIGHT;
PERMITTING (FDEP)

Education: BS – Geology

Experience: 30 Years

Location: Orlando, FL

Certifications/Licenses: PG (FL, GA); Board Certified Environmental Scientist (BCES)

21+ years working
with SJUD on
12 wells

30+ production wells
(≥16" diam.), 6 Class
V Well systems, and
9 Class I Wells

JASON'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Develop drilling and well testing plan, establish a basis for design that includes drilling method, drilling activities, drilling depths, and lead all permitting aspects.
- Review all generated data, direct the field drilling and testing program, manage field staff, interface with FDEP, and maintain reporting and testing results for regulatory compliance.
- Work in close partnership with well drilling team to identify and recommend cost and schedule efficiencies.

SIMILAR PROJECTS

RELEVANCE TO SJUD

**Lead Hydrogeologist/
Permitting Specialist**
Well TR-50
St. Johns County, FL

- Design, bidding, permitting, and services during construction for a 1,300-gpm production well. Included drilling a 24-inch surface casing and 17.4-inch final casing, total depth of 450 bls, and above-grade wellhead piping, as well as a 125-hp VFD-controlled VTP, 2,800 LF of 12-inch raw water main, associated electrical equipment, instrumentation, and RTU.
- Developed drilling and well testing plan, established a basis for design that included drilling method, drilling activities, drilling depths to 450 feet bls, and secured all setback and permitting requirements from the SJRWMD.
- Signed and sealed the final well production report required as part of the Water Well Construction Permit No. 176202-1, CUP 1198-7 permit. Prepared permit applications to secure a CUP letter modification for change in location for TR 50 and change in casing sizes for TR 51, NW-7, NW-8 and NW-9.

→ Drilled by Partridge

**Lead Hydrogeologist/
Permitting Specialist**
Water Supply Wells
SS-1 and SS-2
Clay County Utility
Authority, FL

- Design, permitting, bidding, and construction of two new dual zone Upper and Lower Floridan aquifer water supply wells (SS-1 and SS-2) each with a well design capacity 2,000 gpm with 16x12-inch final casing and depth of approximately 1,000 ft bls. Included one new dual zone reclaimed water supplemental well (J-SS) with a well design capacity of 1,500 gpm with 12-inch by 8-inch final casing to a total depth of 1,005 ft bls.
- Assisted in the negotiations with SJRWMD for CUP modifications and provided hydrogeologic data supporting groundwater modeling.
- Developed the design of the three wells and bid package. Provided the design, drilling and testing plan, oversight, and well completion report.

Lead Hydrogeologist
Main Street WTP – Well
No. 15, JEA, FL

- Design of a new 20-inch, 2,500-gpm UFA and LFA dual zone production well to depth of 1,300 feet bls; a VFD vertical turbine pump; 12-inch diameter wellhead assembly, including well header discharge piping, valves; 12-inch venturi flow meter; associated electrical and I&C equipment, including MCCs and SCADA panels; a 16-inch raw water main; and site work.
- Provided trouble shooting during drilling and testing, management of field geologists and oversight during key well construction and testing, such as review of lithology from drill cuttings, geophysical logging, and step drawdown testing.

Lead Hydrogeologist
PDB Ridenour Well No. 8
JEA, FL

- Design, permitting, and development of two phased GMP for a 1.4 mgd UFA production well facility, and 2,800 lf of PVC raw water main to the existing JEA Ridenour WTP including site development, electrical, and SCADA.
- Development of technical approach and budget, oversight and interpretation of logging, review of historic data, and development of rehabilitation methods using innovative technologies.

→ PDB Experience

REFERENCE PROJECTS

SIMILAR PROJECTS	RELEVANCE TO SJCUD
<p>Lead Hydrogeologist Wellfield Improvements St. Johns County, FL</p>	<ul style="list-style-type: none"> ■ The program was in support of SJCUD's application for a 20-year CUP and involved installing and testing LFA exploratory wells, UFA/LFA monitoring wells, UFA production wells, and the abandonment of the surficial aquifer wellfield. ■ Design-build services for a new 8-mgd membrane CR 214 WTP, extensive groundwater modeling and a Wetland Hydrologic Monitoring and Impact Avoidance Plan for the CR 214 Wellfield. ■ Provided oversight during installation of the exploratory and monitoring wells with total depths down to 1,200 feet bls, abandonment of the surficial aquifer wellfield, installation of wetland monitoring wells, and installation of eight Upper Floridan 20-inch diameter production wells with total depths of 450 feet bls and yields more than 1,800 gpm.
<p>→ SJCUD DB Experience</p>	
<p>→ Drilled by Grosch</p>	
<p>Lead Hydrogeologist Production Wells TR 41 and TR 42 Investigation and Rehabilitation St. Johns County, FL</p>	<ul style="list-style-type: none"> ■ Performed geophysical logging and discrete water quality sampling of two production wells, concurrent with a review of the historic laboratory, well operation, and logging/sampling data of the wellfield and problems wells. ■ Development of technical approach and budget, oversight and interpretation of logging, review of historic data, and development of rehabilitation methods using innovative technologies. ■ Per Jason's recommendation TR 41 was abandoned and TR 42 was rehabilitated. The rehabilitated production well was partially backplugged from 440 feet to 395 feet, lined with new 14-inch flush threaded Sch 80 PVC casing to a depth of 243 feet bls and open borehole air burst to increase specific capacity. Water quality improved and well yield increased by over 110% despite the reduction of open hole interval.
<p>→ Rehab by Partridge</p>	
<p>Lead Hydrogeologist Inlet Beach Well No. 1 Evaluation and Rehabilitation St. Johns County, FL</p>	<ul style="list-style-type: none"> ■ Developed an innovative, cost-effective solution to rehabilitate the well by lining it with a 12-inch by 8-inch diameter casing to 370 feet bls and maintained open borehole to 885 feet bls. Design rate was maintained at 1,400 gpm. ■ Developed the methodology for well rehabilitation and design of the liner and helped SJCUD get their variance permit with SJRWMD.
<p>Lead Hydrogeologist Greenland WTP Expansion and Well No. 3 JEA, FL</p>	<ul style="list-style-type: none"> ■ Design, permitting, bidding, and construction services of new production well No. 3 with a capacity of 2,000 gpm, 20-inch diameter, and total depth of 700 feet bls. ■ Trouble shooting during drilling and testing, management of field geologists and oversight during key well construction and testing, including review of lithology from drill cuttings, geophysical logging, and step drawdown testing.
<p>Lead Hydrogeologist New Production Well No. 14 JEA, FL</p>	<ul style="list-style-type: none"> ■ Permitting, design, and construction of 2,500 gpm, 20-inch diameter production well with a total depth to 1,300 bls for the Main Street Wellfield. ■ Troubleshooting during drilling and testing, management of field geologists and oversight during key well construction and testing, such as review of lithology from drill cuttings, geophysical logging, and step drawdown testing.
<p>Lead Hydrogeologist West Nassau Regional WTP Expansion Phase 1B JEA, FL</p>	<ul style="list-style-type: none"> ■ This new 2,500-gpm capacity Floridan aquifer production well with 20-inch diameter, and total depth of 1,200 bls, was designed with an open borehole in both the UFA and LFA; the project was split into the two critical parts without requesting additional funds from JEA. ■ Assisted in the preparation and submittal of a minor letter modification to their existing CUP for the construction of Production Well No. 2 and assisted with well construction permits through SJRWMD and FDEP.



Yanni Polematidis, PE, BCEE, PMP

MECHANICAL AND CIVIL ENGINEER

Education: MS – Biological Engineering, BS – Chemical Engineering

Experience: 18 Years

Location: Jacksonville, FL

Certifications/Licenses: PE (FL, GA); Project Management Professional (PMP); Board Certified Environmental Engineer (BCEE)

20 SJUD Projects

Managed 45 Projects
in NE Florida including
11 Production Wells

\$50M in Capital
Infrastructure
Constructed

YANNI'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Serve as mechanical EOR and task leader for each assigned well.
- Coordinate and collaborate with each design discipline, construction team, and SJUD staff to cost-effectively design each well.

SIMILAR PROJECTS

RELEVANCE TO SJUD

Design Lead/EOR

Well TR-50
St. Johns County, FL

→ Drilled by Partridge

- Design, permitting, and bidding of a 1,300-gpm, 17.4-inch nominal outside diameter production well (Certa-Lok PVC well casing) for withdraw from the UFA providing raw water to the CR 214 WTP.
- Responsible for all aspects of the project life-cycle, including directing technical disciplines (civil, mechanical, structural, instrumentation, and electrical), scheduling, cost-estimating, risk management, QA/QC, bidding services and recommendation of award for construction activities.
- Project was broken into two design packages so work to complete concurrently: 1) drilling of the well and construction of the well facility and 2) raw water pipeline.
- Team worked closely with well driller Partridge Well Drilling through mobilization, accelerated submittal processes, oversight during well drilling to install the Certa-Lok Well Casing (44 days after mobilization).
- Drilling oversight and execution in the field included collaborating with Partridge lead driller and hydrogeologist (Jason Mills) working through pilot boring drilling, geophysical logging, grouting casing, plumbness/alignment testing, development of well, step-drawdown testing, and clearance sampling.

Project Manager

Main Street WTP – Well No. 15
JEA, FL

- Design, permitting, and bidding of a new 20-inch, 2,500-gpm LFA production well; using a VFD vertical turbine pump and 12-inch DI wellhead assembly, including well header discharge piping, valves, instruments, and associated piping and fittings; a 12-inch venturi flow meter; associated electrical and I&C equipment, including MCCs and SCADA panels; and new 16-inch raw water main; and site work.
- Successfully implemented the project in two parts 1.) production well drilling, and 2.) wellhead assembly and raw water main to facilitate drilling before the wellhead facility, saving JEA three months off the baseline schedule.

Project Manager/EOR

PDB Ridenour Well No. 8
JEA, FL

→ PDB Experience

- Design, permitting, and development of two phased GMP for a 1.4 mgd UFA production well facility, and 2,800 lf of PVC raw water main to the existing JEA Ridenour WTP including site development, electrical, and SCADA.
- Extensive site civil grading and planning is required to raise the site for resiliency, include driveway access from Kernan Road, and security features since it is adjacent to an elementary school.
- Responsible for overall project management, technical direction of the project, and coordination with CDM Smith construction staff for design development and two GMP packages to fast-track drilling and procurement of long lead equipment.

REFERENCE PROJECTS



James Overton, PE, PMP
 MECHANICAL AND CIVIL ENGINEER; WELL TESTING AND
 OVERSIGHT; PERMITTING (SJC)

Education: BS – Civil Engineering
Experience: 20 Years
Location: Jacksonville, FL
Certifications/Licenses: PE (FL); Project Management
 Professional (PMP)

**13+ Years Working
 with SJCUD**
**9 Northeast Florida
 Well Projects with
 Combined Capacity
 of 21+ mgd**

JIM'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Serve as civil EOR and lead civil/site design components of the facility, including site layout, yard piping, roadway design, paving and grading, and stormwater management systems.
- Managing compliance with FDEP, SJRWMD, and SJCUD permit requirements and timelines for the required permits.

SIMILAR PROJECTS	RELEVANCE TO SJCUD
<p>Project Manager TR-50 Production Well St. Johns County, FL</p> <p>→ Drilled by Partridge</p>	<ul style="list-style-type: none"> ■ Design, bidding, permitting, and services during construction for a 1,300-gpm production well. Included drilling a 24-inch surface casing and 17.4-inch final casing, total depth of 450 bls, and above-grade wellhead piping, as well as a 125-hp VFD-controlled VTP, 2,800 LF of 12-inch raw water main, associated electrical equipment, instrumentation, and RTU. ■ Facilitated close coordination with contractor and FPL for new 480V 3-phase underground primary during construction. ■ Worked with SCADA integrator to optimize controls for TR-50 and all CR 214 WTP wells on VFDs providing operations staff flexibility in controlling withdrawal and distribution to the two 4.0-mgd RO skids.
<p>Project Manager Saratoga Springs WTP Well SS-1 and SS-2 Clay County Utility Authority, FL</p>	<ul style="list-style-type: none"> ■ Design, permitting, bidding, and construction of two new dual zone UFA and LFA water supply wells (SS-1 and SS-2) each with a well design capacity 2,000 gpm with 16x12-inch final casing and depth of approximately 1,000 ft bls. Included one new dual zone reclaimed water supplemental well (J-SS) with a well design capacity of 1,500 gpm with 12x8-inch final casing to a total depth of 1,005 ft bls. ■ Oversaw construction of new 2.3 mgd WTP, 2.3 mgd reclaimed pump facility, and associated wells including running construction progress meetings, submittal management, responding to contractor requests, and startup and commissioning.
<p>Project Manager Northwest WTP Production Well No. 5, 6, and 7 St. Johns County, FL</p>	<ul style="list-style-type: none"> ■ SJCUD project manager overseeing design of multiple Northwest production wells. ■ Included drilling 30-inch surface casings and 20-inch final casings, above-grade wellhead piping each with a VFD controlled 1,800 gpm VTP, raw water main piping, and associated electrical and instrumentation equipment. ■ Worked with SCADA integrator to optimize controls for all Northwest WTP wells on VFDs providing operations staff flexibility in controlling withdrawal.
<p>Civil and Process Mechanical EOR Deerwood III WTP Well No. 2R JEA, FL</p>	<ul style="list-style-type: none"> ■ Oversaw civil and process design for the 1,000-gpm, 16-inch diameter UFA production well at the Deerwood III WTP each with a total depth of 550 feet bls. ■ Oversight of civil and process mechanical design, including QA/QC of hydraulic modeling for VTP selection.

REFERENCE PROJECTS



Spencer Perry Jr, PE

ELECTRICAL ENGINEER

Education: BS – Electrical and Computer Engineering

Experience: 24 Years

Location: Orlando, FL

Certifications/Licenses: PE (FL, GA, SC, NC, TN, AL, KY, MT, LA)

500+ Electrical Projects

250+ Florida Projects

10 SJUD Projects

SPENCER'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Serve as electrical EOR.
- Prepare plans and specifications for each well site's electrical systems including lighting, power, and controls.
- Perform field inspections and oversee electrical startup and commissioning of each well.

SIMILAR PROJECTS	RELEVANCE TO SJUD	REFERENCE PROJECT
Electrical QA/QC Reviewer Saratoga Springs WTP Well SS-1 and SS-2 Clay County Utility Authority, FL	<ul style="list-style-type: none"> ■ Responsible for electrical quality reviews of the design documents for two new dual zone UFA and LFA water supply wells (SS-1 and SS-2) each with a well design capacity 2,000 gpm with 16x12-inch final casing and depth of approximately 1,000 ft bls. Coordinated with our electrical subconsultant throughout the design and construction duration. 	
Electrical EOR Greenland WTP Expansion and Well No. 3 JEA, FL	<ul style="list-style-type: none"> ■ Oversaw design of the electrical distribution system for Well No. 3 with a capacity of 2,000 gpm, 20-inch diameter, and a total depth of 700 feet bls. ■ Project included a new 480 Volt electrical service, provisions for portable generator connection, and a new VFD well pump control panel. 	
Electrical EOR Rivertown WTP JEA, FL	<ul style="list-style-type: none"> ■ Oversaw design of electrical system including the MCC, control panel, and SCADA panel of three new production 2,500 gpm wells each 20-inches in diameter and total depth of 600 feet bls for the greenfield 4.7-mgd Rivertown WTP. 	
Electrical EOR West Nassau Regional WTP Expansion Phase 1B JEA, FL	<ul style="list-style-type: none"> ■ Oversaw the design of the electrical distribution system that included a new 480 volt, three-phase utility service, 1600A switchgear, MCCs, VFDs, a 750kw stand-by generator, lighting system, lightning protection system, and fire alarm system for the 3.6-mgd WTP expansion. ■ Electrical design included a new 2,500-gpm well pump and wellhead assembly, including pressure transmitter and magnetic flow meter to control pump speed with VFD. 	
Electrical EOR Deerwood III WTP Well No. 2R JEA, FL	<ul style="list-style-type: none"> ■ New 1,000 gpm upper Floridan production well No. 2R served by a 480Y/277 volts, 3-phase, 4-wire, 60 Hz grounded wye electric service. ■ The production well is a 75hp vertical turbine pump and the design included a new RVSS starter control panel, grounding, lighting, and provision for connection to a portable generator. 	



Leverage SJUD Electrical Experience

Spencer served as electrical EOR and QA/QC for 10 SJUD projects and offers proven understanding of your electrical standards and SJUD's preferences. He has been working with SJUD since 2008 on projects that include the Northwest WRF, Anastasia Island WWTP, Arc Flash Hazard Analysis/Safety Training, Northwest WTP, and most recently on the Northwest WRF Filter and UV Design project.



Scott Whitmore, PE

I&C ENGINEER

Education: BS – Mechanical Engineering

Experience: 31 Years

Location: Orlando, FL

Certifications/Licenses: PE (FL, AL, SC, TN, GA)

30+ Northeast Florida Projects

500+ I&C Projects

4 SJCUD Projects

SCOTT'S PRIMARY RESPONSIBILITIES FOR THIS CONTRACT INCLUDE:

- Will serve as instrumentation and control EOR.
- Development of process controls and network architectures, specification and selection of instrumentation and controls and related equipment.
- Responsible for field startup of equipment control and system testing for commissioning and acceptance.

SIMILAR PROJECTS	RELEVANCE TO SJCUD
I&C Technical Reviewer Water Supply Wells SS-1 and SS-2 Clay County Utility Authority, FL	<ul style="list-style-type: none"> ■ Design, permitting, bidding, and construction of two new dual zone Upper and Lower Floridan aquifer water supply wells (SS-1 and SS-2) each with a well design capacity 2,000 gpm with 16x12-inch final casing and depth of approximately 1,000 ft bls. Included one new dual zone reclaimed water supplemental well (J-SS) with a well design capacity of 1,500 gpm with 12-inch by 8-inch final casing to a total depth of 1,005 ft bls. ■ Well I&C components included an Allen-Bradley ControlLogix PLC and operator interface panel, cellular communication with County SCADA, and field instrumentation for monitoring and control of tank levels, well flow, and pump station pressure and flow.
I&C Engineer Main Street WTP – Well No. 15 JEA, FL	<ul style="list-style-type: none"> ■ Scott was the lead I&C engineer for the design of the new 20-inch, 2,500-gpm UFA and LFA dual zone production well with a total depth of 1,300 feet, the well head assembly included a vertical turbine pump, VFD, associated piping and fittings, all necessary instrumentation and control and electrical equipment, and SCADA system.
I&C EOR Greenland WTP Expansion and Well No. 3 JEA, FL	<ul style="list-style-type: none"> ■ WTP expansion from 6 to 9 mgd, included adding a third new 2,000 gpm 20-inch diameter Floridan aquifer production well with a total depth of 700 feet bls. ■ Well I&C components included a new PLC control panel, outdoor VFD enclosure, magnetic flow meter, and SCADA feedback to the main control system.
I&C EOR Rivertown WTP JEA, FL	<ul style="list-style-type: none"> ■ Comprehensive SCADA system of the WTP site and two satellite well facilities, each well is 2,500 gpm, 20-inch diameter, and total depth of 600 feet. ■ Led the I&C design of the new WTP and wells local control at the SCADA PC workstation at the WTP and remote automation and feedback to the Ridenour WTP's main control room.

REFERENCE PROJECTS



Leverage SJCUD I&C Experience

Scott served as I&C Engineer and QA/QC for four SJCUD projects and offers proven understanding of your I&C standards and SJCUD's preferences. He has been working with SJCUD since 2008 on projects that include the Northwest WRF and Anastasia Island WWTP.

Leverage Experience from our Dedicated Construction Team

Construction Project Manager **Daniel Leonard**, will collaborate closely with Well Driller Project Managers **Lance Partridge** and **Scott Brantley** to synchronize construction activities and, if necessary, execute multiple well-drilling operations to adhere to the schedule. They will be supported by **Joe Sabo** who will develop a project-specific health and safety plan to create a truly safe project site. Our team will deliver a project that achieves SJCUD objectives: quality, cost, and time.



Daniel Leonard

CONSTRUCTION PROJECT MANAGER

Four PDB Projects Totaling \$202M in Constructed Costs • Managed up to seven on-site staff with eight subcontractors

Responsibilities: Oversee all construction work activities and day-to-day coordination with design-build project manager and well drilling team. Responsible for equipment procurement and subcontractor management. Preconstruction input for constructibility and cost-effectiveness.

Expertise: Demonstrated leadership skills in guiding teams, managing subcontractors, and consistently achieving project milestones within budget and schedule constraints.

9 YEARS
Savannah, GA



Lance Partridge

WELL DRILLER PROJECT MANAGER – PARTRIDGE

Municipal Supply Wells Exceeding 1,500 Feet and 30-inch Casing • 8 Drilling Rigs and Crew Managed

Responsibilities: Provide daily management of all well drilling activities to keep project on schedule; manage well drilling operations in accordance with the project safety and quality plans.

Expertise: Will apply his understanding of the local geography, necessary equipment, and specific well requirements to effectively manage well operations.

20 YEARS
Jacksonville



Scott Brantley

WELL DRILLER PROJECT MANAGER – GROSCH

10+ collaborative delivery projects

Responsibilities: Supervise well drilling activities on-site daily to maintain the projects schedule, and manage well drilling operations in alignment with the safety and quality plan.

Expertise: Proven ability manage water well drilling, rehabilitation, aquifer performance testing, and evaluation, served as well driller project manager for SJCUD TR-44 to TR-48 with CDM Smith delivered via DB.

18 YEARS
Dublin, GA



Joe Sabo

HEALTH AND SAFETY

900+ health and safety plans • \$1.5B in WTP/WWTP construction

Responsibilities: Create and implement the program's H&S Program and foster a safe work site culture at the job site; create the Project H&S Plan and Activity Hazard Analysis (AHAs) and assign safety inspectors

Expertise: Prepared 900 H&S plans and AHAs designed to promote safety and for all team members.

43 YEARS
Jacksonville

CDM Smith's Safety Record is No Accident

Our commitment to safety at CDM Smith is rooted in the belief that our people are our most valuable asset. We firmly believe that accidents and injuries can be prevented, and we hold everyone accountable for safety. Throughout project execution, safety is seamlessly integrated into our processes. We conduct safety orientations for every worker and visitor during construction, emphasizing that safety is an integral aspect of all our work.



For over 30 years running, CDM Smith's EMR has been below the construction industry average of 1.0. Our commitment to safety is unwavering.

Expert Guidance and Project Alignment Through the Thoughtful Leadership of Our Technical Advisors

Ensuring a quality product is a team effort and must be continuous throughout all phases of a project. As demonstrated on the dozens of projects executed by Leslie, she believes whole heartedly in the importance of providing clients value, timely, and thoughtful guidance and insights by qualified subject matter experts. We've selected senior-level hydrogeologist, pumping, and construction technical advisors who will carry out independent evaluations of deliverables to instill the values of work product quality, innovation, and overall client satisfaction throughout the entire contract.

TECHNICAL REVIEW TEAM'S FOCUS AREAS:

- ➔ Provide oversight and guidance to the team
- ➔ Early assessment on existing water system and geology
- ➔ Troubleshoot issues and challenges
- ➔ Advocate for innovation and creative measures that produce cost-savings for SJCUD
- ➔ Independent review for technical accuracy and accomplishment of project objectives



Lee Wiseman, PE, BCEE

WELL DESIGN/HYDROGEOLOGY TECHNICAL REVIEW

8 SJCUD wells • 50+ Florida production wells

Responsibilities: Technical reviewer for hydrogeology, groundwater modeling, and well projects having reviewed 20+ groundwater production wells in last 10 years, including nine production well systems; two Class V well systems; and five Class I well systems.

Expertise: Licensed professional engineer bringing technical focus related to permitting, groundwater modeling and hydrogeology, and design of wells. 25+ years working alongside Jason Mills planning, developing, and aligning Florida utilities' CUP, water quality, and well production.

40 YEARS
Orlando



Carl Frizzell, PE, BCEE

MECHANICAL, PUMPING, AND HYDRAULICS

10+ DB/PDB projects • 3 bgd of total hydraulic capacity

Responsibilities: As an active member of the Hydraulics Institute, he provides the necessary attention to ensuring each well pump, valve, and piping system is properly designed for long-term operation.

Expertise: Brings industry best practices and applicable SJCUD experience having served as mechanical EOR or technical advisor on 15+ SJCUD projects, including several CR 214 WTP projects, TR-50 Well, NW WTP projects, and the NW WRF Filter Upgrades.

22 YEARS
Knoxville



Tommy Floyd, Assoc. DBIA

CONSTRUCTION

\$1.2B Total Constructed Costs • 12 DB/PDB Projects

Responsibilities: Provide independent quality control check to align each project with SJCUD's objectives and mitigate any oversights not accounted for by the DB team. Signing authority to execute contract and each GMP.

Expertise: With four decades of construction related experience and management, Tommy brings a focus on early preconstruction activities and construction methodology input to lower overall costs and reduce risks. He is a DBIA-certified construction professional specializing in alternative delivery projects with construction and engineering experience totaling \$1.2B+ in constructed costs, and projects up to \$500M in value.

40 YEARS
Charlotte

Leveraging In-house Construction Specialists for On Budget, On Schedule Delivery

Project controls are necessary processes for gathering and analyzing project data to keep costs and schedules on-track. Like many utilities, SJCUUD is faced with challenging market conditions and lack of resources, which can lead to budget and schedule overruns. As such we've included specialized staff with core competencies and proven processes related to planning and scheduling, risk registry development and allocation, cost and change management, and bid development. The team will align schedules, budgets, and desired outcomes from the start for successful outcome by the entire team.



Elias Andraos

COST ESTIMATOR

Eight DB/PDB projects • \$20B in cost estimation

Responsibilities: Oversee preparation of each detailed milestone estimate, development of individual GMP packages, and change order pricing and

negotiating; uses Sage Estimating to prepare estimates and cost variances for SJCUUD review.

Expertise: Proven ability to work closely with our design team to develop GMPs and conduct constructability reviews; and provide reliable estimates backed by real market pricing, similar to our contract for JEA's PDB of production wells.

30 YEARS
Tampa



Doug Sutter, CCM

SCHEDULER

14 PDB/DB projects • \$5B in collaborative project delivery

Responsibilities: Collaborate with project and construction managers in project planning, construction scheduling, and risk register facilitation. Will use P6 to prepare initial project baseline schedule and prepare monthly updates, showing critical path activities, float, and milestone completion dates.

Expertise: Will leverage his construction and cost estimating expertise to help the team understand cost implications which affect project schedule, and options for alternatives.

27 YEARS
Tampa



Larry Oliver

PROCUREMENT/SUBCONTRACTS

10+ PDB/DB projects

Responsibilities: Write scopes and gather all specifications, plans, exhibits, and terms and conditions for items which will be competitively bid, and issue RFPs to respective subcontractors and suppliers.

Expertise: Specializes in procurement, subcontracting, and purchasing for construction projects throughout the US including NAS Jacksonville's \$16M WWTP Upgrades and JEA's PDB for production wells.

30 YEARS
Orlando



Integrated Tools Streamline Project Lifecycle

To control the design, cost, schedule, and risk profile of the design-build services for Wells for SJCUUD, CDM Smith will utilize our full suite of Project Controls and Virtual Design and Construction (VDC) tools to integrate our DB team through the entire contract lifecycle. This standardized process allows us to move quickly through the project lifecycle from design to pre-construction, to dynamic cost modeling, to GMP budgeting and transparent bidding, to construction delivery and final completion. CDM Smith isn't subjected to the inefficient efforts to design a 3D model, then flatten the design to a PDF to transmit to a constructor to estimate, thus losing the benefit of many of today's technologies. Instead, our construction professionals are working in the same room with the same tools as the design team to facilitate true collaborative delivery.

Addressing SJCUD-Specific Groundwater Development for 20+ Years

You've worked with our lead hydrogeologist **Jason Mills** for the implementation of 12 SJCUD wells (new, rehab, and monitoring) since 2003. For this contract, Jason benefits from the expertise of a team of hydrogeologists who possess extensive experience in North Florida and understanding the intricacies of the local hydrology. Collaborating closely with our well design and construction team, they aim to optimize the process by efficiently planning well permitting, testing, and acceptance criteria for the successful implementation of each well.



Jason Mills, PG, BCES

LEAD HYDROGEOLOGIST; PERMITTING;
START-UP AND TESTING

30 YEARS
Orlando

12 SJCUD wells • 30+ Florida production wells

Responsibilities: Lead all hydrogeological efforts including permitting, field oversight, well testing, desktop hydrogeological studies, and groundwater modeling.

Expertise: Geologist for 30+ production wells for 11 different FL utilities, three Class V wells, and five Class I Injection Well system projects.



Andrew Ryan, PG

HYDROGEOLOGIST

13 YEARS
Orlando

1 SJCUD well • 15 Florida production wells

Responsibilities: Assist in collecting and compiling data to create borehole logs (gINT), maps (ArcGIS), and diagrams (AutoCAD) in preparation of producing final reports for field efforts.

Expertise: Onsite field coordination with clients for resident professional oversight, injection well pressure testing and well rehabilitation using both mechanical and chemical methods, groundwater sampling, PID soil testing, and well capacity testing.



Walker Taylor, PG

HYDROGEOLOGIST

9 YEARS
Jacksonville

1 Florida production well • 4 deep injection wells

Responsibilities: Local PG available for field observation and preparation of required reports.

Expertise: Provided technical and construction oversight on drilling projects using a variety of drilling methods to retrieve soil samples, describe borehole lithology, and install various well types.



Jeron LeBlanc

HYDROGEOLOGIST

3 YEARS
Tampa

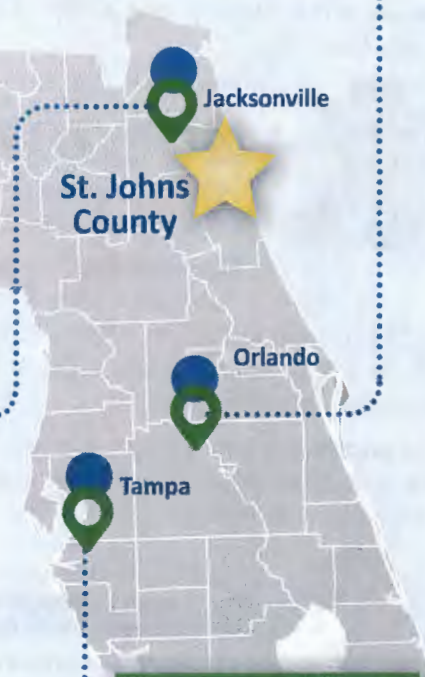
500 wells drilled while serving as a driller with another firm

Responsibilities: Available for field observation and preparation of required reports.

Expertise: Previous construction well drilling experience with a variety of well types and familiarity with well drilling construction methodologies.

Most Qualified Hydrogeology Team in Florida!

Jason will be supported by **Andrew Ryan, Walker Taylor, and Jeron LeBlanc**. If additional support is needed we have **nine professional geologists**, all within an easy drive to your facilities and available to begin work on day one.



Additional Support Includes **9 Florida Geologists** Available to Support SJCUD with experience of **160+ Wells**

Proven Design Subconsultants Partners Bring Specialized Technical Acumen

In anticipation of the types and scopes of work that will be required, we have teamed with trusted, proven local subconsultant partners who are ready and eager to support this contract. We enjoy long-term relationships with these firms, all of whom have provided successful projects to SJCUJ.

Bradshaw-Niles & Associates, Inc.

SURVEY

Bradshaw-Niles & ASSOCIATES, INC Bradshaw-Niles, established in 1997 and headquartered in St. Augustine, leverages cutting-edge technology and information to offer an extensive array of survey services.

- Expertise includes boundary, ALTA/ACSM, topographic, hydrographic, wetland, tree, underground utility, as-built surveys, and platting services.
- Hold a continuing services contract for SJCUJ and have provided comprehensive survey work for the wellfields, including sectional boundary, topographic, construction staking, and as-built surveys to meticulously retrace sectional boundaries.

Meskel & Associates Engineering, PLLC

GEOTECHNICAL ENGINEERING

 Established in 2008 in Jacksonville, MAE, a certified DBE, boasts a team of over 35 staff members. Their impressive resources include a certified materials testing lab and multiple drill rigs.

- Expertise includes performing subsurface investigations, laboratory and field testing of soils and construction materials, and preparation of recommendations for design and construction.
- Experience with CDM Smith includes SJCUJ TR-50 Well Project; Monitoring Well Site No. 2, Main Street WTP Well No. 15, and Greenland WTP Expansion for JEA; and CCUA Fleming Island WWTF expansion.

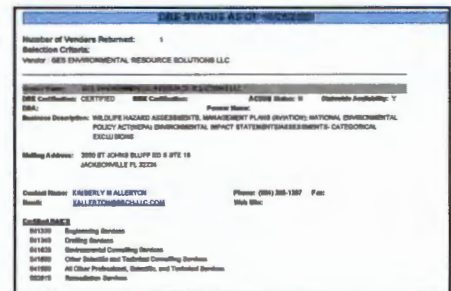
SES Environmental Resource Solutions LLC (ERS)

ENVIRONMENTAL



Established in 1999, ERS is a DBE located in Jacksonville providing environmental planning consulting .

- Expertise includes water quality sampling, wetland delineation, gopher tortoise relocations, state and federal environmental resource permitting, tree surveys, and general wildlife consultation.
- Relationships with regulatory agencies include FDEP, USACE, SJRWMD, FWC, and Florida SHPO, ERS facilitates stakeholder engagement with stakeholders to minimize project risk and streamline project schedules.
- Experience with CDM Smith includes 20 projects in Northeast Florida since 2010.



Florida Licenses and Certifications

**State of Florida
Department of State**

I certify from the records of this office that CDM CONSTRUCTORS INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on May 4, 1993.

The document number of this corporation is F93000002289.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 3, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2024




Secretary of State

Tracking Number: 344189917CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.usdoj.net/Florida/CertificatesOfStatus/CertificatesAuthentication>

**State of Florida
Department of State**

I certify from the records of this office that CDM SMITH INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on April 23, 1974.

The document number of this corporation is 832235.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 7, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2024




Secretary of State

Tracking Number: 4649463349CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.usdoj.net/Florida/CertificatesOfStatus/CertificatesAuthentication>



dbpr ONLINE SERVICES LICENSURE DETAILS

Apply for a License
View Fees & Licensing Information
File a Complaint
Building Education Course Search
View Application Status
Find Exam Information
Unassigned Activity Search
J&J's Complaint Intake & Activity List Search

Licensee Information

Name	CDM CONSTRUCTORS INC. primary entity
Main Address	500 19TH STREET SUITE 500 BOSTON MASS 02111
City	BOSTON
State	MA
Zip	02111
Registration Authority	Engineering Board/Professional Registry
Registration Type	Professional Engineer
License Number	00000000000000000000
Expiration Date	01/01/2025
Status	Current
Special Qualifications	Qualification Exemption
Announcement	

View Historical License Information
View License Complaint



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Apply for a License
View Fees & Licensing Information
File a Complaint
Building Education Course Search
View Application Status
Find Exam Information
Unassigned Activity Search
J&J's Complaint Intake & Activity List Search

Licensee Information

Name	CDM SMITH INC. primary entity
Main Address	215 W. 50th St New York, New York 10018
City	NEW YORK
State	NY
Zip	10018
Registration Authority	Engineering Board/Professional Registry
Registration Type	Professional Engineer
License Number	00000000000000000000
Expiration Date	02/01/2025
Status	Current
Special Qualifications	Qualification Exemption
Announcement	

View Historical License Information
View License Complaint

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTORS ARE LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CARTER DEAN EDWARDS
CONSTRUCTION INDUSTRY LICENSING BOARD
LICENSE NUMBER: P120618
EXPIRATION DATE: AUGUST 31, 2024
Always verify license online at floridabpr.com

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr ONLINE SERVICES LICENSURE DETAILS

Apply for a License
View Fees & Licensing Information
File a Complaint
Building Education Course Search
View Application Status
Find Exam Information
Unassigned Activity Search
J&J's Complaint Intake & Activity List Search

Licensee Information

Name	ANSEL LEWIS & Associates Inc
Main Address	85 SEA WIND LANE SUITE 200 FORT MYERS BEACH FLORIDA 33902
City	FL. 33902
State	FL
Registration Authority	Professional Engineer
Registration Type	Professional Engineer
License Number	00000000000000000000
Expiration Date	02/28/2025
Status	Current
Special Qualifications	Qualification Exemption
Announcement	

View Historical License Information
View License Complaint

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEERS ARE LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

POLEMATIUS IGORIS MARTINOS
BOARD OF PROFESSIONAL ENGINEERS
LICENSE NUMBER: P120592
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify license online at floridabpr.com

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS
THE PROFESSIONAL GEOLOGISTS ARE LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WELLS JASON W
BOARD OF PROFESSIONAL GEOLOGISTS
LICENSE NUMBER: P120617
EXPIRATION DATE: JULY 31, 2024
Always verify license online at floridabpr.com

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS
THE PROFESSIONAL GEOLOGISTS ARE LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KWAN ANTHONY JEREMY
BOARD OF PROFESSIONAL GEOLOGISTS
LICENSE NUMBER: P120616
EXPIRATION DATE: JULY 31, 2024
Always verify license online at floridabpr.com

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STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEERS ARE LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

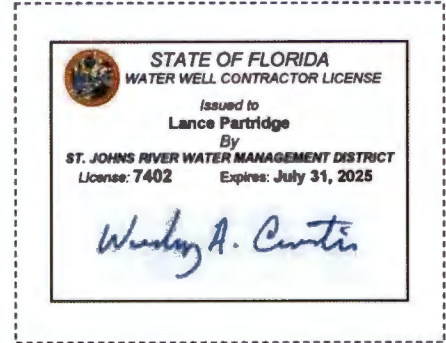
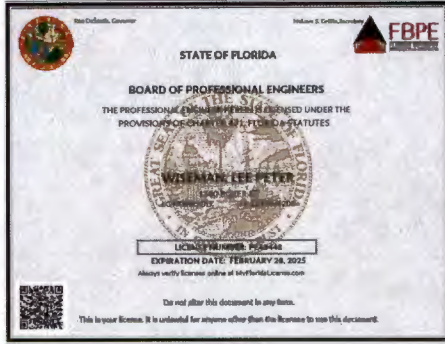
QUERTON JAMES JEFFREY
BOARD OF PROFESSIONAL ENGINEERS
LICENSE NUMBER: P120562
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify license online at floridabpr.com

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

Applied for St. Johns County local business tax receipt which is forthcoming.

Florida Licenses and Certifications

License Information	
Name:	PERRY, SPENCER JAMES JR. (Primary Name)
Main Address:	191 SOUTHWALL LANE SUITE 200 MAYLAND Florida 32751
County:	ORANGE
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	62597
Status:	Current/Active
License Date:	03/14/2005
Expires:	02/26/2025
Special Qualifications	
Qualification Effective	
Electrical & Computer	06/06/04
Advanced Building Code	11/09/05
Course Credit	
7th Edition, Florida Building Code	06/06/02
Code	





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/05/2024

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED CDM Constructors, Inc. 75 State Street Suite 701 Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Underwriters At Lloyds London		15792
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Hartford Accident & Indemnity Company		22357
	INSURER E: ACE Property & Casualty Insurance Co.		20699
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570103506331 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			08CSEQU4161	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			XEUG28194687008	01/01/2024	01/01/2025	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	08WNQU4160	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C			N/A	AOS	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$1,000,000
				08WBRQU4163			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Architects & Engineers Professional			PSDEF2400033	01/01/2024	01/01/2025	Each Claim	\$5,000,000
				Professional/Claims Made			Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Proposal Use Only.

CERTIFICATE HOLDER CDM Constructors Inc. 75 State Street, Suite 701 Boston MA 02109 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



January 11, 2024

CDM Constructors Inc.
75 State Street
Boston, MA 02109

Re: Bonding Capacity

To Whom It May Concern:

This letter will serve to confirm that CDM Constructors Inc. (CDM Smith) is a highly regarded and valued client of Willis Towers Watson Northeast, Inc. and Fidelity & Deposit Company of Maryland/Zurich American Insurance Company and Berkshire Hathaway Specialty Insurance Company.

Willis has enjoyed the privilege of providing CDM Smith's wholly owned design/build and construction subsidiary, CDM Constructors Inc. with Performance and Payment bonds for many years. Fidelity & Deposit Company of Maryland/Zurich American Insurance Company has an A.M. Best rating of A+ and Berkshire Hathaway Specialty Insurance Company has an A.M. Best rating of A++. They have approved a surety program for CDM Smith consisting of single project limits of \$750,000,000 with a corresponding aggregate bonding capacity of \$2,000,000,000.

As is customary within the surety industry, all bid and final bond approvals will be contingent upon a favourable underwriting review of specifics, including the contract terms, conditions, bond forms and confirmation of complete project financing.

Our consideration and issuance of bonds is a matter solely between CDM Smith and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

Should you require any additional assurance regarding the technical ability or bonding capacity of the CDM Smith, please do not hesitate to contact this office.

Sincerely,
FIDELITY & DEPOSIT COMPANY OF MARYLAND
ZURICH AMERICAN INSURANCE COMPANY
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

Kaitlyn Malkowski
Attorney-in-Fact



Kaitlyn Malkowski
Senior Associate – Client Service and Delivery

Willis Towers Watson Northeast Inc.
1735 Market Street, Philadelphia, PA 19103
USA

M +1 267 593 6398
E Kaitlyn.Malkowski@wtwco.com
W wtwco.com

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

**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
Partridge Well Drilling Co., Inc.	Well drilling	Lance Partridge	904.269.1333 Lance@pwwdl.com	TBD
Grosch Drilling Enterprises, Inc.	Well drilling	Scott Brantley	478.275.0013 scott@groschcompanies.com	TBD
Bradshaw-Niles & Associates, Inc.	Survey	Dale Bradshaw, PSM	904.829.2591 dbradshaw@bradshaw-niles.com	TBD
Meskel & Associates Engineering, PLLC	Geotechnical	Rodney Mank	904.519.6990 rodney@meskelengineering.com	TBD
SES Environmental Resource Solutions LLC	Environmental	Kim Allerton	904.838.1097 kallerton@bbch-llc.com	TBD

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 design and construction of public supply water wells.

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")

CDM Constructors Inc.

(Respondent Firm)

By [Signature]

(Affiant Signature)

Tommy Floyd, Associate DBIA; Senior Vice President

(Printed Name & Title)

April 11, 2024

Date of Signature

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of April, 2024, by Affiant, who is personally known to me, or has produced Driver's License as identification.

Cindy H. Chism

Notary Public
My Commission Expires: 9/9/27



RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

ATTACHMENT "B"
CLAIMS, LIENS, LITIGATION HISTORY

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

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

See attached

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.

See attached

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

See attached

- 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.

There have been no liens filed against CDM Constructors Inc. in the past 7 years.

- 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 n/a No n/a
If no, please explain why?

All matters involving CDM Constructors Inc. filed over the past five (5) years are either still pending or were resolved via settlement.

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

see attached

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 X _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

Attachment B – Claims/Liens/Litigation History

Due to its size and volume of business, CDM Constructors Inc. has occasionally been involved in legal proceedings. There are no past or current outstanding legal proceedings, judgments or contingent liabilities that could adversely affect the financial position or ability of CDM Smith Inc. to perform any of its contractual commitments.

In response to questions 1, 3, and 6, please find below a list of matters filed in the past seven (7) years involving construction projects. In response to questions 2 and 7, this list below also includes all pending matters involving construction projects. Note that dollar amounts at issue are confidential and thus not subject to disclosure.

Date Filed	Case Name	Forum	Docket #	Cause of Action	Description	Status	Name of Opposing Counsel; CDM Smith Counsel
08-Jul-22	Balfour Beatty Infrastructure Inc. v. CH2M Hill Engineers, Inc., d/b/a Houston Waterworks Team, CDM Constructors Inc., CDM Smith Inc., and Jacobs Engineering, Inc.	District Court of Harris County, TX	Cause No. 202240917	Breach of Contract	Plaintiff alleges defendants breached their contract with plaintiff when they denied its requests for additional costs and fees associated with alleged Uncontrollable Circumstances.	Pending	Brian Cano and R. Paige Farrimond and Thomas Fee; Greg Spire
20-Nov-20	Xylem Dewatering Solutions Inc. v. CDM Constructors Inc., Berkshire Hathaway Specialty Insurance Company, and The Fidelity and Deposit Company of Maryland	TN 30th Judicial District Chancery Court	CH-20-1456-3	Claim for Payment	Subcontractor brought claim for payment.	Closed	Bradley Eskins, Eric Lindquenter; Joe Getz
09-Nov-20	Barnard Construction Company, Inc. v. Jacobs Engineering Group, Inc.; CDM Constructors, Inc.; Houston Waterworks Team; Fidelity & Deposit Insurance Company; Federal Insurance Company; Berkshire Hathaway Speciality Insurance Company; and CH2M Hill Engineers Inc.	US District Court for the Southern District of TX, Houston Division	Case 4:20-cv-03569	Breach of Contract	Plaintiff seeks recovery for damages related to project scope changes and delays	Closed	George Baldwin, Timothy Rothberg; Tiffany Raush, Neal Sweeney

16-Sep-20	Shaw Services LLC v. CDM Constructors Inc., Fidelity & Deposit Company of Maryland, and Berkshire Hathaway Specialty Insurance Company	US District Court for the Western District of Tennessee	Case 2:20-cv-02696-MSN- atc	Claim for Payment	Subcontractor of a subcontractor brought claim for payment	Closed	Michael Less; Joseph Getz, Regan Sherwood
20-May-19	E A Tapping Services LLC v. CDM Constructors Inc.	Circuit Court of the Ninth Judicial Circuit, Orange County, FL	Filing # 89811669	Breach of Contract, Quantum Meruit, Unfair and Deceptive Practices	EA Tapping brought action against CDM Constructors seeking payment for materials purchased (unknown to CDM Constructors) despite never being selected as a subcontractor.	Closed	Christopher Tabor; Brian Bennett
13-Mar-19	CDM Constructors Inc. v. Randall Mechanical Incorporated and Hartford Fire Insurance Company	US District Court for the N. District of Georgia Atlanta Div.	Case 1:19-cv-01178-MHC	Breach of Contract	CDM Constructors filed a claim against subcontractor Randall Mechanical seeking payment for deficient work.	Pending	Gregory Smith; Brad Parrott
25-Oct-18	City of Weslaco, Texas, vs. CDM Constructors, Inc., Leonel Julian Lopez, Jr., Richard Quintanilla, CDM Smith Inc., John Cuellar, Arturo C. Cuellar, Briones Consulting and Engineering, Ltd., Rolando H. Briones, Jr., and Lefevre Engineering & Management Consulting LLC	District Court, Hidalgo County, Texas	Cause No. C-3975-18-C	Declaratory judgment, Fraud, (and Civil Conspiracy, Money Had and Received, Unjust Enrichment, Constructive Trust, Rescission)	CDM Constructors sought additional payment for owner-caused delays as well as out-of-scope work, and plaintiff sought declaratory judgment that such payment was not required. Plaintiff also alleged fraud against CDM Constructors and CDM Smith, but the matter was resolved to the satisfaction of the parties prior to trial.	Closed	Orlando Garcia; Gregory Sapire
29-Dec-17	Pinnacle Plant Services, Inc. v. CDM Constructors, Inc. and Pasadena Refining System, Inc.	Texas District Court, Harris County, 55th Judicial District	Cause No. 201776492	Breach of Contract	Dispute regarding services required under the contract.	We filed arbitration against PRSI. Matter ON HOLD pending outcome of arbitration.	David Bernsen; Greg Sapire

30-Nov-17	Cardinal Contractors, Inc. v. CDM Constructors, Inc. and Fidelity and Deposit Company of Maryland	US District Court for the Northern District Of Texas, Dallas Division	No. 3:17-cv-02623-C	Breach of Contract, Claim for Payment	Plaintiff alleges CDM Constructors failed to make required payment.	Closed	Clayton Cannon; Greg Sapire
12-Jul-17	Ballard Marine Construction, Inc. v. CDM Construction, Inc.	US District Court for the Southern District of Georgia	4:17-cv-00118-JRH-GRS	Breach of Contract	Subcontractor has asserted a claim for nonpayment and delays. CDM Constructors filed counterclaim for schedule impacts and costs incurred.	Closed	Todd Blischke; Ross Ginsberg



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/05/2024

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: _____		
	PHONE (A/C. No. Ext): 866-283-7122	FAX (A/C. No.): 800-363-0105	
E-MAIL ADDRESS: _____			
INSURED CDM Constructors, Inc. 75 State Street Suite 701 Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Underwriters At Lloyds London		15792
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Hartford Accident & Indemnity Company		22357
	INSURER E: ACE Property & Casualty Insurance Co.		20699
INSURER F: _____			

COVERAGES **CERTIFICATE NUMBER:** 570103506331 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			08CSEQU4161	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION: _____			XEUG28194687008	01/01/2024	01/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WNQU4160 AOS	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C				08WBRQU4163 WI	01/01/2024	01/01/2025	
A	Architects & Engineers Professional			PSDEF2400033 Professional/Claims Made	01/01/2024	01/01/2025	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Proposal Use Only.

CERTIFICATE HOLDER CDM Constructors Inc. 75 State Street, Suite 701 Boston MA 02109 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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January 11, 2024

CDM Constructors Inc.
75 State Street
Boston, MA 02109

Re: Bonding Capacity

To Whom It May Concern:

This letter will serve to confirm that CDM Constructors Inc. (CDM Smith) is a highly regarded and valued client of Willis Towers Watson Northeast, Inc. and Fidelity & Deposit Company of Maryland/Zurich American Insurance Company and Berkshire Hathaway Specialty Insurance Company.

Willis has enjoyed the privilege of providing CDM Smith's wholly owned design/build and construction subsidiary, CDM Constructors Inc. with Performance and Payment bonds for many years. Fidelity & Deposit Company of Maryland/Zurich American Insurance Company has an A.M. Best rating of A+ and Berkshire Hathaway Specialty Insurance Company has an A.M. Best rating of A++. They have approved a surety program for CDM Smith consisting of single project limits of \$750,000,000 with a corresponding aggregate bonding capacity of \$2,000,000,000.

As is customary within the surety industry, all bid and final bond approvals will be contingent upon a favourable underwriting review of specifics, including the contract terms, conditions, bond forms and confirmation of complete project financing.

Our consideration and issuance of bonds is a matter solely between CDM Smith and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

Should you require any additional assurance regarding the technical ability or bonding capacity of the CDM Smith, please do not hesitate to contact this office.

Sincerely,
FIDELITY & DEPOSIT COMPANY OF MARYLAND
ZURICH AMERICAN INSURANCE COMPANY
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

Kaitlyn Malkowski
Attorney-in-Fact

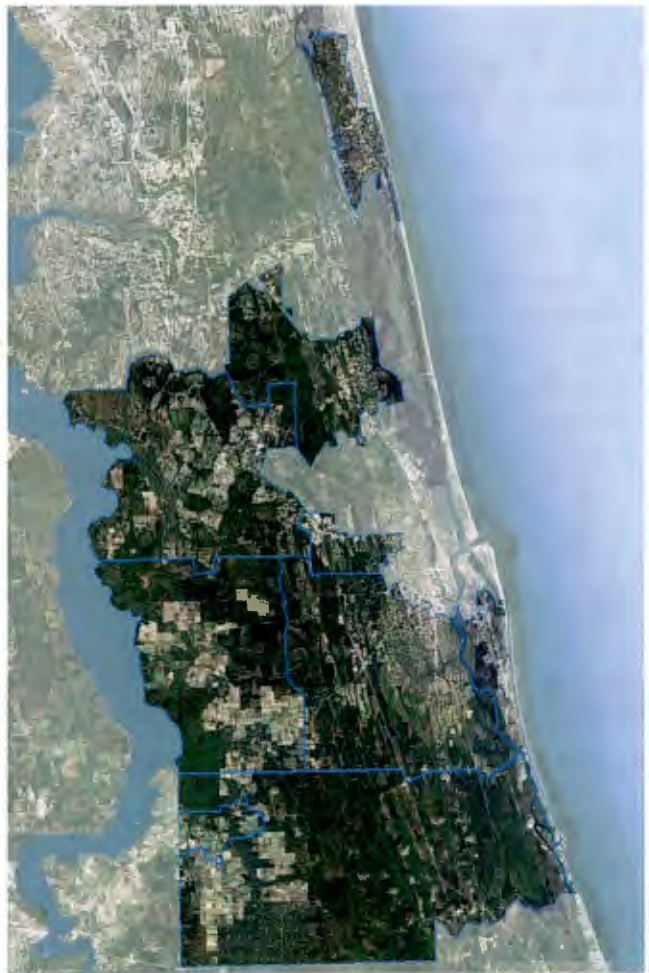


Kaitlyn Malkowski
Senior Associate – Client Service and Delivery

Willis Towers Watson Northeast Inc.
1735 Market Street, Philadelphia, PA 19103
USA

M +1 267 593 6398
E Kaitlyn.Malkowski@wtwco.com
W wtwco.com

Section 3: Related Experience



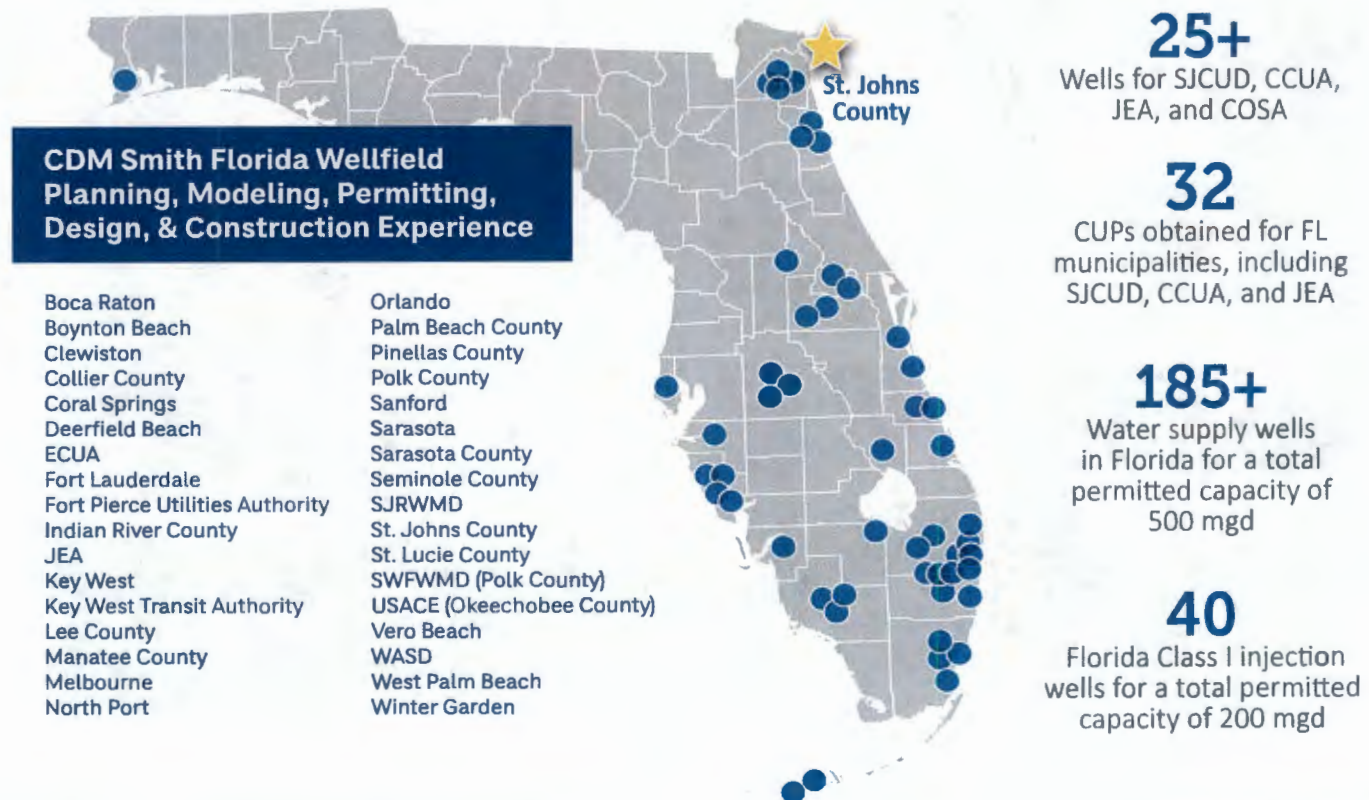
Related Experience

CDM Smith has a rich history of collaborative project delivery spanning 32 years and having successfully executed more than 450 collaborative delivery projects, 36 in Florida, of which 14 completed in the past decade alone. Our integrated team of engineers and constructors work together starting at project inception, facilitating better results in terms of scope, budget, and schedule for project owners. We employ innovative technologies such as virtual design and construction and focus on sustainable development concepts to deliver enduring value across the entire project lifecycle. Notably, 63% of our collaborative delivery portfolio centers around PDB projects, with a major emphasis on treatment plants and associated water/wastewater infrastructure like production wells. By leveraging our PDB expertise, CDM Smith makes certain SJCUD reap the full benefits of this delivery method, including collaboration, creativity, risk reduction, and accelerated schedules.

The minimum qualifications as requested by the RFQ are met by CDM Smith and Partridge, as summarized on **Page 30**. The design-build team of CDM Smith and Grosch completed SJCUD Wells TR-44 – TR-48, and both well drilling team members bring valuable design-build expertise, lessons learned, and opportunities for cost savings we will leverage to meet SJCUD's goals. Additional summary of relevant experience for both drillers is located on **Page 38**.

Full-Service, Local Powerhouse in Production Wells

For 77 years, CDM Smith has been actively involved in well design, construction, performance troubleshooting, and remediation. Our successful track record includes a multitude of wellfield projects, including design, permitting, and implementation for Floridan, injection wells and surficial aquifer wellfields; groundwater modeling; both non-density dependent for the surficial aquifer system and density dependent flow for the Floridan Aquifer System; solute transport modeling for groundwater contamination studies; regional water resources planning; and water use permitting. As a full-service wellfield design and construction firm, we have amassed significant experience throughout Florida, including the successful completion of 28 Florida well projects within the past decade.



Design and Construction Experience of at Least Three Public Water Supply System Projects of at Least \$1,250,000.00 Within 10 Years (detailed project descriptions are included on Pages 31 – 35)

PROJECT, CLIENT	YEAR COMP.	TOTAL COST
TR-50, SJCUD	2024	\$1.6M
PDB Ridenour WTP - Well No. 8, JEA	Ongoing	\$2.4M
PDB Green Cay Phase 2, Palm Beach County	Ongoing	\$99.2M
Saratoga Springs WTP and Wells SS-1, SS-2, and J-SS, CCUA	2024	\$16.3
Main Street WTP – Well No. 15, JEA	2023	\$1.6M

Well Drilling Contractor Project Experience –Five 16-inch Diameter Wells at Least 450 Feet Within 10 Years

PROJECT, OWNER	POINT OF CONTACT	AWARD DATE	YEAR COMP.	PROJECT COST*	WELL GPM	WELL DIAM. (INCHES)	DEPTH BLS
TR-50, SJCUD	Alan Flood, Project Manager, 904.209.2652, aflood@sjcfl.us	7/20/2021	2022	\$500,434	1,600	17.4	450
Well 3W Replacement, City of Atlantic Beach	Troy Stephens, Public Utilities Director, tstephens@coab.us, 904.247.5875	1/12/2024	2024	\$302,930	1,950	16	700
WR 6B, WestRock	Michael Woodworth, Senior Project Engineer, michael.woodworth@westrock.com, 904.277.5700	5/27/2020	2021	\$221,920	2,000	20	1,500
Vulcan Production Well, Vulcan Materials	Traci John, Environmental Specialist, johnst@vmcmail.com, 904.482.2457	5/10/2016	2017	\$659,388	3,000	18	1,251
Greenland WTP Wells #1 and #2, JEA	Nathan Woyak, Senior Purchasing Agent, 904.665.6155, woyanj@jea.com	3/5/2013	2014	\$660,320	2,000	20	680

Well Drilling Contractor Project Experience –30-Inch Surface Casing and 20-Inch Final Casing Depth of 350 Feet and 18-Inch Open Borehole Depth to 600 Feet BLS

PROJECT, OWNER	POINT OF CONTACT	AWARD DATE	YEAR COMP.	PROJECT COST*	SURFACE CASING	FINAL CASING	DEPTH BLS	OPEN BOREHOLE DIAMETER	OPEN BOREHOLE DEPTH BLS
Greenland WTP Well #1, JEA	Nathan Woyak, Senior Purchasing Agent, 904.665.6155, woyanj@jea.com	3/5/2013	2014	\$330,160	30	20	360	19	680
Greenland WTP Well #2, JEA	Nathan Woyak, Senior Purchasing Agent, 904.665.6155, woyanj@jea.com	3/5/2013	2014	\$330,160	30	20	360	19	680

Well Drilling Contractor Project Experience –12-Inch Diameter Well 800 Feet BLS and Setting Casing Within 90 Calendar Days of Mobilizing to the Site

PROJECT, OWNER	POINT OF CONTACT	AWARD DATE	YEAR COMP.	PROJECT COST*	WELL DIAM. (INCHES)	DEPTH BLS	# OF DAYS CASING SET AFTER MOB
JU #3, Jacksonville University	Scott Becher, sbecher@patrickco.com, 904.510.4853	6/20/2020	2020	\$221,920	12	1,000	41

* Well drilling costs only.

Reference
Project
1

Well TR-50

St. Johns County, FL



Meets Minimum Qualifications



The CR 214 WTP Well TR-50 project was needed to augment the raw water supply and enhance wellfield reliability. CDM Smith was responsible for a comprehensive approach encompassing design, permitting, bidding, and construction management, to increase the raw water supply capacity and fortify the plant's ability to provide reliable, high-quality drinking water from the UFA to meet the growing needs of SJCUD.

OWNER: St. Johns County Utility Department

POINT OF CONTACT: Alan Flood, Project Manager, 904.209.2652, aflood@sjcfl.us

AWARD DATE: October 2020

COMPLETION DATE: Substantial Completion January 2024

TOTAL DESIGN AND CONSTRUCTION COST: \$1.6M

STAFF: Jason Mills, Hydrogeologist
Yanni Polematidis, Civil and Mechanical EOR
Jim Overton, Project Manager
Andrew Ryan, Hydrogeologist
Carl Frizzell, Hydraulics and Pumping QA/QC
Joe Sabo, Safety Manager
Lee Wiseman, Technical Review
Lance Partridge, Well Driller Project Manager
Randy Baker, Well Driller Superintendent



Drilled by Partridge



WELL DETAILS

- 1,300-gpm, 17.4-inch nominal outside diameter production well (Certa-Lok PVC Well Casing), 450 bls with a VFD vertical turbine pump capable of withdrawing up to 1,600 gpm and minimum speeds able to produce 700 gpm.
- Collaborated closely with SJCUD engineering and operations staff to provide a design to maximize raw water supply capacity of CR 214 WTP while ensuring sustainability of the future water supply.
- Developed a drilling and well testing plan, establishing a basis for design that included drilling method, drilling activities, drilling depths, and securing all setback and permitting requirements from SJRWMD.
- Installation of 2,800 lf of 12-inch DR25 PVC raw water main and associated fittings from the production well to the connection point at the existing 20-inch raw water main.

ELECTRICAL AND I&C

- Motor Control Center (MCC), VFD, SCADA, radio tower antenna, generator, and fuel tank system to County standards.
- Coordinated with FPL early in the design phase and throughout construction to install a new 3-phase underground primary distribution line and 480V pad-mounted transformer at the wellsite.

PERMITTING

- CUP letter modification obtained from SJRWMD.
- Obtained FDEP PWS permit.

BUDGET

- Completed design, permitting, bidding, and construction services within approved budget.
- Construction completed with only owner requested charge order for access road stabilization.

SCHEDULE

- Completed design and permitting on schedule within eight months.
- Contractor finished behind schedule due to supply chain delays and FPL coordination.
- Partridge started drilling well in March 2022 with step draw test completed July 2022.

Reference
Project
2

PDB Ridenour WTP - Well No. 8

Jacksonville, FL



Meets Minimum Qualifications



JEA initiated a water supply program to enhance redundancy and reliability of their wellfields and increase water supply capacity for the North and South Grids. CDM Smith is providing design-build services for the design, permitting, and construction of new or replacement production and augmentation wells. The first critical well project under JEA’s program is new Well No. 8 at Ridenour WTP. The design-build approach is setup for a two-step GMP process where the first GMP includes site clearing, well drilling, and long lead equipment the second GMP for the remaining wellhead assembly and water main construction.

OWNER: JEA

POINT OF CONTACT: Dean Llewellyn, 757.771.4578, llewd@jea.com

AWARD DATE: December 2023

COMPLETION DATE: November 2025

TOTAL DESIGN AND CONSTRUCTION COST: \$2.4M

STAFF INVOLVEMENT: Leslie Samel, Project Director
Yanni Polematidis, Project Manager/EOR
Jason Mills, Hydrogeologist
Daniel Leonard, Construction Project Manager
Tommy Floyd, Constructability
Larry Oliver, Procurement
Scott Whitmore, I&C EOR
Lee Wiseman, Technical Review
Carl Frizzell, Hydraulics and Pumping QA/QC
Spencer Perry, Electrical QA/QC
Kevin Francoforte, Structural EOR

WELL DETAILS

- 1,000 gpm production well with approximately 100 feet of 24-inch diameter surface casing and approximately 430 feet of 16-inch diameter final casing; 200 feet of open borehole will be drilled into the UFA.
- Construction of the well facility, 2,800 lf PVC raw water main connecting to the existing JEA Ridenour WTP raw-water system, as well as new JEA electrical service and SCADA system.

SITE PLANNING AND DEVELOPMENT

- Site meets required SJRWMD setbacks and located to minimize impacts to adjacent wetlands and JEA’s resiliency requirements.
- Driveway access from Kernan Road and security measures are essential due to the proximity of the site to an elementary school.

ELECTRICAL AND I&C

- Fiber optic cable and/or radio connecting the new wellhead control panel to the existing WTP SCADA system.
- Upgrade existing WTP SCADA system to accept the new well.
- Coordinating connection for the new wellhead to be fed from the JEA 3 phase 27 KV underground primary along the front of the property.

PERMITTING

- Supporting JEA with SJRWMD and FDEP permitting including CUP letter modification, well construction permit, public water supply construction permit, certificate of construction completion, and ERP permit.

BUDGET

- CDM Smith is developing an open book GMP in two phases.

SCHEDULE

- Divided the GMP into two packages, to expedite site clearing and drilling process and efficiently procure long lead equipment (electrical panels and vertical turbine pump).
- Advancing the project through the 30-percent design and development of GPM No. 1, to be delivered to JEA early June 2024.

Reference
Project
3

PDB Green Cay Phase 2

Palm Beach County, FL



Meets Minimum Qualifications

CDM Smith is completing design-build delivery of Green Cay Phase 2 for Palm Beach County. This visionary project will combine purification of effluent from a neighboring water reclamation facility for potable reuse, a state-of-the-art education facility, and a 63-acre community park featuring a constructed ecosystem reminiscent of Florida’s world-famous natural springs. Designs include a two mgd advanced water purification facility (AWPF) that will feed springs in the park with crystal-clear water that is safe for kayaking and fishing. A portion of the AWPF will serve as a state-of-the-art learning center featuring interactive exhibits to educate visitors about water conservation and water purification technology.



OWNER: Palm Beach County

POINT OF CONTACT: Krystin Berntsen, PE, 561.493.6027, kBerntsen@pbcwater.com

AWARD DATE: September 2021

COMPLETION DATE: August 2026

TOTAL DESIGN AND CONSTRUCTION COST: \$99.2M

STAFF INVOLVEMENT: Jason Mills, Hydrogeologist QA/QC
Daniel Leonard, Constructibility Review
Tommy Floyd, Constructibility
Larry Oliver, Procurement
Doug Sutter, Scheduler
Elias Andraos, Cost Estimating
Andrew Ryan, Hydrogeologist
Carl Frizzell, Mechanical EOR
Lee Wiseman, Hydrogeologist
Spencer Perry, Electrical EOR
Scott Whitmore, I&C EOR
Kevin Francoforte, Structural EOR
Seenu Anandam, Modeling

WELL DETAILS

- Two 16-inch new surficial aquifer production wells to a depth of 100 feet bls and associated water mains.
- Site inspections to include well installation inspection and geophysical logs, well development and pump test observation and approval, well interval sampling and analysis, and well completion report.

ELECTRICAL AND I&C

- Design of two new, VFD 75 hp well pumps, each well is served by a new FPL service and the design includes a service entrance rated main breaker, and provisions to connect a portable generator.
- Electrical design includes grounding, convenience outlets, and power distribution to the wells instrumentation and control equipment.
- Well pump is controlled by means of an RTU which monitors level; pressure; and water ORP, condition, and temperature for automatic operation.
- Wells communicate with WTP via licensed frequency radios.

PERMITTING

- Supporting Palm Beach County with SFWMD and FDEP permitting including SFWMD Water Use Public Water Supply Modification 50-00135-W, FDEP Domestic Wastewater Facility Permit for New Water Purification Facility, Modification to UIC Permit Number 0125064-015- UO/1X for WTP #3 RO Membrane Concentrate Class I Injection Well, and SFWMD/FDEP ERP Permit Modification for SRWRF 50-01793-S.

BUDGET

- Developed GMP for design and construction with early release of long lead equipment.
- Prepared a detailed bidding strategy, including score sheets for key bid packages, and defining self-perform packages that will deliver the best value to the County while maximizing the opportunity for participation by local businesses.

SCHEDULE

- Phase I design services authorized through 90% to allow a permittable set development while 60% set was out on the street to the market for bids. Parallel design and bidding allowed overlap and a quick start to construction.

Saratoga Springs WTP and Wells SS-1, SS-2, and J-SS

Clay County, FL



Meets Minimum Qualifications



OWNER: Clay County Utility Authority

POINT OF CONTACT: Paul Steinbrecher, Chief Engineer, 904.213.2408, psteinbrecher@clayutility.org

AWARD DATE: June 2019

COMPLETION DATE: March 2024

TOTAL DESIGN AND CONSTRUCTION COST: \$16.4M

STAFF INVOLVEMENT: Jason Mills, Hydrogeologist

Jim Overton, Project Manager
Spencer Perry, Electrical Engineer

Scott Whitmore, I & C Engineer
Kevin Francoforte, Structural EOR

Carl Frizzell, Hydraulics and Pumping QA/QC

Seenu Anandam, Groundwater Modeling

Lee Wiseman, Technical Review
Elias Andraos, Cost Estimating



CDM Smith led design, permitting, bidding, and construction phase services for greenfield WTP and reclaimed water pumping facility (RPF) on a five-acre greenfield parcel in northeast Clay County. The new facilities were brought online in October 2023 to meet projected demands within the service area. The project also included two new water supply wells and one reclaimed water augmentation well permitted through FDEP and SJRWMD.

WELL DETAILS

- Two new dual zone UFA and LFA water supply wells (SS-1 and SS-2), and one new dual zone reclaimed water augmentation well (J-SS) drilled to depths of approximately 1,000 feet bls with permitted capacities of 1,800 gpm for SS-1 and SS-2 and 1,200 gpm for J-SS.
- 24-inch OD steel surface casing was drilled through the entire surficial aquifer units into upper portion of the Hawthorn Group to 132 feet bls; final water bearing steel casing of 16 x 12-inch with 0.375-inch wall thickness was installed through the Hawthorn Group into the Ocala Formation at 435 feet bls.

SITE PLANNING AND DEVELOPMENT

- Well drilling activities commenced in December 2020 as design and permitting for new WTP and RPF was completed. All drilling operations for three wells were completed in April 2022.
- Greenfield site required extensive site planing to optimize layout and new access road.
- ERP permit for the stormwater management system including new pond.

ELECTRICAL AND I&C

- Coordinated with Clay Electric to install 5,700 lf of 3-phase overhead and underground electric to new WTP and well sites, including separate services for the WTP and RPF while ensuring the drop from the primary electric was not on a dead end.

PERMITTING

- Assisted in negotiations with SJRWMD for CUP modifications and provided hydrogeologic data supporting groundwater modeling for addition of two new production wells which required a letter modification to CUA's CUP No. 416 and the reclaimed water supplemental well requiring a major modification to CUA's CUP No. 51227.
- Obtained a FDEP PWS Permit, FDEP ERP, Statewide 404 Permit Exemption, and Clay County Development Review approval.

BUDGET

- Successfully executed design within allocated budget and collaboratively engaged with contractor to efficiently address and limit change order requests resulting in a total change order value of only \$11,000 (0.08%).

SCHEDULE

- Successfully completed construction and start-up of WTP and RPF within a 24-month timeframe, skillfully navigating through supply chain challenges to ensure timely project delivery.

Reference
Project
5

Main Street WTP – Well No. 15

Jacksonville, FL



Meets Minimum Qualifications

To accommodate additional capacity requirements from JEA's Main Street WTP, CDM Smith designed, permitted, bid, and performed engineering services during construction for the new UFA/LFA 2,500-gpm production well (Well No. 15) and well facility and a new raw water pipeline to connect to an existing raw water transmission system.



OWNER: JEA

POINT OF CONTACT: Brian Gaines, PE, Water Wastewater Engineer, 904.654.9207, gainba@jea.com

AWARD DATE: October 2020

COMPLETION DATE: August 2023

TOTAL DESIGN AND CONSTRUCTION COST: \$1.6M

STAFF INVOLVEMENT: Yanni Polematidis, Project Manager and EOR
Jason Mills, Hydrogeologist
Andrew Ryan, Hydrogeologist
Carl Frizzell, Mechanical Engineer
Kevin Francoforte, Structural Engineer
Lee Wiseman, Well Design/Hydrogeology QA/QC
Spencer Perry, Electrical QA/QC

WELL DETAILS

- 2,500-gpm 20-inch LFA production well (1,300 feet bls); a VFD vertical turbine pump; a 12-inch diameter wellhead assembly, a 12-inch venturi flow meter; associated electrical and I&C equipment, including MCCs and SCADA panels; and a 16-inch raw water main.

SITE PLANNING AND DEVELOPMENT

- Designed and developed within with a total footprint of 0.37 acres including ornamental fencing, multi-purpose beautification green space, and sidewalk/pedestrian features.
- Site was assessed for resiliency and floodplain design storm design set above the base flood elevation in downtown Jacksonville.
- New 18-foot wide driveway to accommodate routine maintenance and O&M vehicles for servicing well and crane-access to pump, motor, and casing for future maintenance.

ELECTRICAL AND I&C

- New electrical and I&C equipment, including NEMA 3R non-walk MCC, site lighting, and SCADA panels.
- Standard generator receptacle that provided backup power for well pump motor from a JEA portable generator.
- Monitoring and control via SCADA Panel (S7-300 PLC), radio communication to Central SCADA at Ridenour WTP.
- Well facility instrumentation including well level, conductivity, pressure and venturi-type flow meter.

PERMITTING

- Initial Well Testing Plan Permit (SJRWMD) was approved within 14 days of SJRWMD visit on-site.
- FDEP PWS Permit #0159044-697-WC secured for new potable water components within 14-days of submittal to the FDEP Northeast District Office.
- Secured FDEP Permit 62-621.300(2) for non-contaminated dewatering discharge within 15 days of 60-percent plans.

BUDGET


- Prepared documents for separate contractors for well drilling and constructing associated potable water components to facilitate early-out well drilling ahead of final design.


SCHEDULE

- Phased approach expedited well drilling and procurement of production well drilling and wellhead mechanical and pipelines and allowed for securing field results from well development to make adjustments needed in pump selection (lower-than-anticipated drawdown) in Part 2 package before the pump was released.

Additional Applicable Experience

Tables 3-1, 3-2, and 3-3 and brief summaries below highlight additional relevant SJCUD, Florida, and DB experience to further support our team's qualifications we will leverage for successful project implementation.


 **St. Johns County Experience**

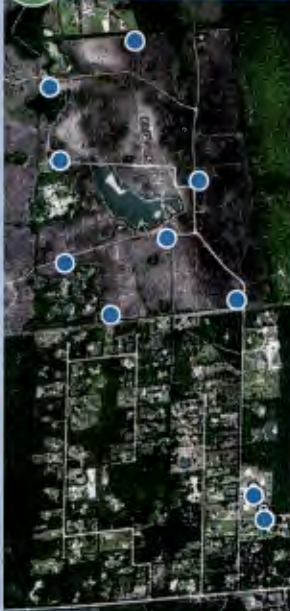


Production Wells TR-41 and TR-42 Investigation and Rehabilitation, St. Johns County, FL

- CDM Smith performed geophysical logging and discrete water quality sampling of two production wells, concurrent with a review of the historic laboratory, well operation, and logging/sampling data of the wellfield and problems wells. Partridge rehabilitated TR-42.

STAFF INVOLVEMENT: Leslie Samel, Jason Mills, Partridge Drilling

 **St. Johns County Design-Build Experience**



Design-Build of Wellfield Improvements, St. Johns County, FL

- Program was in support of SJCUD's application for a 20-year CUP and involved installing and testing LFA exploratory wells, seven UFA/LFA monitoring wells, eight UFA production wells, and abandonment of the surficial aquifer wellfield.
- Design-build services for a new 8-mgd membrane WTP, extensive groundwater modeling and a Wetland Hydrologic Monitoring and Impact Avoidance Plan for the CR 214 Wellfield.

STAFF INVOLVEMENT: Jason Mills, Lee Wiseman, Grosch Drilling

 **CDM Smith DB Experience**



Aquifer Storage and Recovery Construction and Testing Program, City of Sanford, FL

- Feasibility, pilot testing, permitting, design, construction start up, and cycle testing of ASR wells with well depth of approximately 630 feet bls.
- Design-build execution of all necessary state and local permit applications and construction of the ASR system. It required two storage zone monitoring wells, one confining zone monitoring well, and two surficial aquifer monitoring wells.

STAFF INVOLVEMENT: Lee Wiseman, Jason Mills

Feasibility, pilot testing, permitting, design, construction start up, and cycle testing of ASR wells with well depth of approximately 630 feet bls.

Design-build execution of all necessary state and local permit applications and construction of the ASR system. It required two storage zone monitoring wells, one confining zone monitoring well, and two surficial aquifer monitoring wells.

STAFF INVOLVEMENT: Lee Wiseman, Jason Mills


 **Local NE Well Experience**




Greenland WTP Expansion and Well No. 3, JEA, FL

- Design, permitting, bidding, and construction services of new production well No. 3 with a capacity of 2,000 gpm, 30-inch surface casing, 20-inch diameter, and total depth of 700 feet bls along with the addition of a second 1.0 MG GST.

STAFF INVOLVEMENT: Jason Mills, Yanni Polematidis, Lee Wiseman, Carl Frizzell

 **Local Well Driller Experience**



NW-3, NW-5, NW-6, and NW-7, SJCUD, FL

- Partridge completed well drilling for four wells in the Northwest wellfield.
- Wells NW-5, NW-6, and NW-7 have a capacity of 2,500 gpm, 20-inch well diameter, 30-inch surface casing, and 19-inch open borehole.
- NW-3 has a capacity of 1,800 gpm with a 20 x 12-inch diameter.

STAFF INVOLVEMENT: Lance Partridge, Randy Baker, Jason Mills (NW-3 only)

Table 3-1: Relevant CDM Smith Northeast Florida Well Experience in Floridan Aquifer

PROJECT NAME, CLIENT	TEAM MEMBERS	WELL GPM	WELL DIAM. (INCHES)	DEPTH
NEW WELLS				
TR-43, SJCUD	Mills, Wiseman, Partridge, Baker	1,800**	20 x 12	450
TR-44, SJCUD	Mills, Wiseman, Brantley, Claytor	1,800**	20	460
TR-45, SJCUD	Mills, Wiseman, Brantley, Claytor	1,800**	20	455
TR-46, SJCUD	Mills, Wiseman, Brantley, Claytor	1,800**	20	455
TR-47, SJCUD	Mills, Wiseman, Brantley, Claytor	1,800**	20	450
TR-48, SJCUD	Mills, Wiseman, Brantley, Claytor	1,800**	20	463
TR-49, SJCUD	Mills, Wiseman	1,800**	20	425
TR-50, SJCUD	Polematidis, Overton, Mills, Ryan, Frizzell, Sabo, Wiseman, Partridge, Baker	1,300	17.4	450
NW-3, SJCUD	Mills, Partridge	1,800	20 x 12	475
NW and CR 214 WTPs Exploratory/ Monitor Well, SJCUD	Mills	-	20	1,200 NW 1,050 CR 214
PDB Ridenour WTP - Well No. 8, JEA	Samel, Polematidis, Mills, Leonard, Floyd, Oliver, Whitmore, Frizzell, Wiseman, Perry, Francoforte	1,000	24	200
Greenland WTP – Well No. 3, JEA	Polematidis, Mills, Wiseman, Frizzell	2,000	20	702
Main Street WTP – Well No. 6A, JEA	Wiseman, Polematidis, Mills, Ryan, Frizzell, Sabo	2,500	20	1,300
Main Street WTP – Well No. 14, JEA	Wiseman, Polematidis, Mills, Samel, Ryan, Frizzell	2,500	20	1,300
Main Street WTP – Well No. 15, JEA	Wiseman, Polematidis, Mills, Ryan, Frizzell, Francoforte, Whitmore	2,500	20	1,300
West Nassau WTP – Well No. 2, JEA	Wiseman, Mills	2,500	20	1,200
Deerwood WTP – Well No. 2, JEA	Samel, Mills, Ryan, Polematidis, Overton, Whitmore, Perry, Andraos, Frizzell, Wiseman	1,000	16	600
Saratoga Springs WTP Well SS-1, CCUA	Mills, Overton, Perry, Whitmore, Francoforte, Frizzell, Anandam, Wiseman	1,800	16 x 12	1,000
Saratoga Springs WTP Well SS-2, CCUA	Mills, Overton, Perry, Whitmore, Francoforte, Frizzell, Anandam, Wiseman	1,800	16 x 12	1,000
WELL REHABILITATION				
Inlet Beach Ponte Vedra Well No. 1, SJCUD	Samel, Mills, Wiseman	1,200	12	8
TR-42, SJCUD	Samel, Mills	400	14	450
Main Street WTP – Well No. 7, JEA	Mills	2,500	12	1,302
Main Street WTP – Well No. 12, JEA	Mills	800	18 x 12	1303
Wellfield Expansion and Rehabilitation, St. Augustine	Mills	1,500	24	450



****Original well capacity at time of installation.**

Table 3-2: Relevant Partridge Northeast Florida Well Experience

PROJECT NAME, CLIENT	TEAM MEMBERS	WELL GPM	WELL DIAM. (INCHES)	DEPTH
TR-50, SJCUD	Polematidis, Overton, Mills, Ryan, Frizzell, Sabo, Wiseman, Partridge, Baker	1,300	17.4	450
NW-3, SJCUD	Mills, Partridge	1,800	20 x 12	475
TR-43R, SJCUD	Partridge, Baker	1,000	18	340
NW-1 SJCUD		1,400	10	301
NW-5, SJCUD	Baker	2,500	20	375
NW-6, SJCUD	Baker	2,500	20	375
NW-7, SJCUD	Partridge, Baker	2,500	20	368
NW Wellfield (4 Monitor Wells), SJCUD			6	500 - 800
NW WellField (Test Well), SJCUD			6	1,200
Tilman Ridge (2 Monitor Wells), SJCUD			8- 10	Screen (61-90)
Tilman Ridge Monitor Well, SJCUD			6	1,050
Inlet Beach 4, SJCUD			16	660
Tilman Ridge Well Field (3 surficial wells), SJCUD			8 - 10	Screen (67-90)
Marsh Landing ML-2, SJCUD (formerly St Johns Service Co)			16	460
Inlet Beach 2 (formerly St Johns Service Co)			12	450
Greenland WTP Wells #1 and #2, JEA	Baker	2,000	20	680
Postmaster Village (2 wells), CCUA		1,200	18	963 - 1,043
WR 6B, WestRock	Partridge, Baker	2,000	20	1,500
Vulcan Production Well, Vulcan	Partridge, Baker	3,000	18	1,251
JU #3, Jacksonville University	Partridge, Baker	750	12	1,000
Well 3W Replacement, Atlantic Beach	Partridge, Baker	1,950	16	700
Fire Station No. 47, Jacksonville	Partridge	500	12	620
Long Point, The Ameila Island Club at Long Point	Partridge, Baker	2,000	12	660
City of Callahan Well, Callahan	Partridge, Baker	900	12	620
PGA, PGA Tour	Partridge, Baker	600	10	500

GPM Smith Projects

SJCUD Experience

DB Experience

Table 3-3: Relevant Grosch Drilling Northeast Florida Well Experience

PROJECT NAME, CLIENT	TEAM MEMBERS	WELL GPM	WELL DIAM. (INCHES)	DEPTH
TR-44, SJCUD	Brantley, Claytor, Mills, Wiseman	1,800**	20	450
TR-45, SJCUD	Brantley, Claytor, Mills, Wiseman	1,800**	20	450
TR-46, SJCUD	Brantley, Claytor, Mills, Wiseman	1,800**	20	450
TR-47, SJCUD	Brantley, Claytor, Mills, Wiseman	1,800**	20	450
TR-48, SJCUD	Brantley, Claytor, Mills, Wiseman	1,800**	20	463
Roche Farms	Brantley	1,250	12	1,146
GPWCA-IR-5 and IR-6, The Villages	Brantley, Claytor	3,500	16	1,010
TW-GPWCA-IR-4, The Villages	Brantley, Claytor	3,500	16	1,100
GPWCA-TW-1, TW-3, and TW-4, The Villages	Brantley, Claytor	3,500	16	1,000
GPU-3 and GPU-4, The Villages	Brantley, Claytor	3,500	16	960 - 1,010
VSO-1 and VSO-2, The Villages	Brantley, Claytor	3,500	16	731 - 900

GPM Smith Projects

SJCUD Experience

DB Experience

****Original well capacity at time of installation.**

Section 4: Current and Projected Workloads



SECTION 4

Current and Projected Workloads

The CDM Smith team is fully committed to executing this important SJUD contract in a professional, responsive, efficient, and cost-effective manner. As detailed in **Section 2**, our team has assigned high-qualified personnel for key positions and is backed with other qualified, available resources to perform the required aspects of each project. We do not anticipate any staffing or availability concerns based on the team we've identified with current or projected workloads. The tables below list CDM Smith current/projected workload and estimated availability. We are ready and excited to assist in the successful execution of this DB well program.

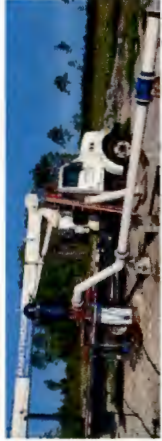
Table 4-1: CDM Smith's Active and Projected Workload

Current Contracts/ Projects	Project Owner (name, location)	Owner Contact Information	Status (current/ upcoming)	Timeframe for Completion
PDB Green Cay Phase 2	Palm Beach County	Krystin Berntsen, PE, 561.493.6027, kBerntsen@ pbcwater.com	Current	8/2026; on-schedule design completed January 2024, construction started 12/2023
PDB Riviera Beach WTP JV	Haskell-CDM Smith a Joint Venture	Michael R.T. Low CEng, 561.845.4185, mrtlow@ rivierabeach.org	Current	11/2027; on-schedule 60% well drawings submitted 4/2024, GMP package for approval scheduled 7/2024.
Veolia - TBW RSWTP Expansion	Veolia Water North America	Mike Kuhn, 813.629.1870, Mike.kuhn@veolia .com	Current	3/2025; behind original schedule project budgetary constraints requiring re-scoping
PDB Delray Membrane WTP	City of Delray Beach	Hassan Hadjimiry, PE, 561.243.7303, hadjimiryh@ mydelraybeach.com	Current	12/2027; on-schedule project initiated 3/2024, well design scheduled for completion 7/2025 and final construction in 12/2027
PDB Fort Myers SWDE	City of Fort Myers	Jason Sciandra, 239.321.7467, jsciandra@ cityftmyers.com	Current	3/2031; on-schedule
PDB Ridenour Well No 8	JEA	Dean Llewellyn, 757.771.4578, llewd@jea.com	Current	11/25; on-schedule
NW WRF Filter Upgrades	St. Johns County	Alan Flood, 904.793.2166, aflood@sjcfl.us	Current	9/24; behind original schedule due to Owner requested changes to the project
Well TR-50	St. Johns County	Alan Flood, 904.793.2166, aflood@sjcfl.us	Current	5/24; addressing final punch list items and preparing record drawings. Delay due to Contractor.
Royal Lakes WTP HSP & GST	JEA	Alan Boree, 904.514.5666, boread@jea.com	Current	5/24; on-schedule
Deerwood WTP Well 2R	JEA	Alan Boree, 904.514.5666, boread@jea.com	Current	3/25; on-schedule
Black Creek Intake, PS, and Pipeline	SJRWMD	Bob Naleway, 386.312.2366, rnaleway@sjrwmd.com	Current	12/24 pipeline and PS; on-schedule 7/25 treatment; on-schedule
Southwest WRF Expansion	JEA	Maria Betancur, 904.553.2432, betama@jea.com	Current	10/25; contractor behind schedule due to equipment delivery
Rivertown WTP	JEA	Mickey Willoughby, 865.661.7484, willm5@jea.com	Current	11/24; on-schedule
WTP No. 2	Valdosta	Jason Barnes, 229.251.1794, barnes@valdostacity.com	Current	12/26; on-schedule

Table 4-2: Key Personnel Dedicated Percentage to Existing Projects and Availability for this Contract

Project Team	Current Workload	Availability
Leslie Samel, PE , Design-Build Project Manager	50%	50%
Yanni Polematidis, PE, BCEE, PMP , Mechanical and Civil Engineer	65%	35%
Jim Overton, PE, PMP , Mechanical and Civil Engineer; Well Testing and Oversight; Permitting (SJC)	65%	35%
Jason Mills, PG, BCES , Lead Hydrogeologist; Well Testing and Oversight; Permitting (FDEP)	60%	40%
Spencer Perry Jr, PE, LEED AP , Electrical Engineer	60%	40%
Scott Whitmore, PE , I&C Engineer	60%	40%
Jim Smith , Construction Superintendent	0%	100%
Randy Baker , Well Driller Superintendent	20%	80%
Cody Claytor , Well Driller Superintendent	60%	40%

Section 5: Administrative Information




RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

ATTACHMENT "C"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF CDM Constructors Inc. (Respondent) being of lawful age and being duly sworn I, Tommy Floyd, Associate DBIA (Affiant) as Senior Vice President (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 April 11, 2024.



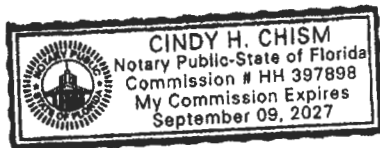
Signature of Affiant

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of April, 2024, by Affiant, who is personally known to me or has produced Driver's License as identification.

Cindy H. Chism
Notary Public
My Commission Expires: 9/9/27



RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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 Qualification and shall be sworn to before a person who is authorized by law to administer oaths.

The undersigned authority, Tommy Floyd, Associate DBIA (Affiant) who, being duly sworn, deposes and says he/she is Senior Vice President (Title) of CDM Constructors Inc. (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for **RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS**

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.

CDM Constructors Inc.
(Respondent Firm)

By [Signature]
(Affiant Signature)

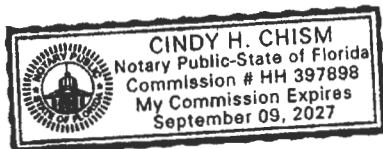
Tommy Floyd, Associate DBIA; Senior Vice President
(Printed Name & Title)

April 11, 2024
Date of Signature

STATE OF Florida
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of April, 2024, by Affiant, who is personally known to me or has produced Driver's License as identification.

Cindy H. Chism
Notary Public
My Commission Expires: 9/9/27



RFQ NO: 1374R; DESIGN-BUILD SERVICES WELLS

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

Project (RFQ) Number/Description: **RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS**

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

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

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

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

Please check the appropriate statement:

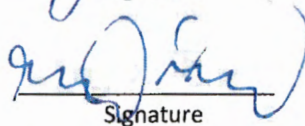
- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be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

Legal Name of Respondent: CDM Constructors Inc.

Authorized Representative(s):


Signature

Tommy Floyd, Associate DBIA;
Senior Vice President
Print Name/Title


Signature

Michael Picard;
Senior Vice President
Print Name/Title

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

**ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM**

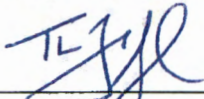
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

CDM Constructors Inc. 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

Tommy Floyd, Associate DBIA; Senior Vice President

April 11, 2024

Date



Drug-Free Workplace Policy

As required by federal legislation, CDM Smith Inc. and its divisions and subsidiaries (hereafter collectively referred to as "CDM Smith") have adopted the following policy regarding the Drug-Free Workplace Act.

CDM Smith wishes to alert its employees to the danger of drug abuse in the workplace. These include the potential for workplace accidents and failures that can pose a serious threat to the health and safety of the employee and others. Drug abuse affects an employee's reliability, stability, and good judgment necessary to the safe performance of work for the firm. Problems of productivity, reliability, and absenteeism can reduce an employee's work effectiveness and could result in the possible discharge.

It is the firm's policy to maintain a productive and safe workplace free from the influence of illegal drugs. Drug abuse assistance and rehabilitation programs are available through the firm's Employee Assistance Program and health insurance programs, as described in the CDM Smith benefits manual. Employees with drug abuse problems are strongly encouraged to participate in these programs. When appropriate, time off from work, in accordance with the firm's time off policy, will be made available as the employee's job permits in order to facilitate drug rehabilitation treatment.

In accordance with federal funding and contracting requirements, the firm strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs or controlled substances by an employee on or near the firm's premises or vehicles, or on client's premises, at all times. Use of illegal drugs or controlled substances before reporting to work which affects workplace performance or conduct is likewise prohibited.

Violation of this policy will result in appropriate discipline, up to and including immediate discharge. Employees are cautioned that discipline under this policy may include satisfactory participation in a drug abuse assistance or rehabilitation program as a condition of continued employment.

Any employee who is convicted of violating a criminal drug statute for conduct occurring in or near the workplace or during working hours must notify the firm no later than 5 days after conviction. Failure to notify the firm in a timely fashion will result in discharge.

CDM Smith may, from time to time, have contracts with the federal government or other public or private clients, which require performance on government facilities or sites with controlled security access. Such facilities normally have site specific security access requirements, including prohibitions against the possession and/or use of alcohol, drugs or other substances which could affect the individual's ability to work safely on the facility or site. In the event an employee is assigned to work for such a client, the employee will be requested to sign a specific "Notification of Security Requirements" or "Authorization to Release Information" acknowledging his/her understanding of the security requirements and consenting to the security measures employed by the identified facility, including random searches of persons and possessions (including vehicles) and random specimen testing for use, possession, sale or distribution of prohibited or illegal substances. Such consent is required prior to accessing each controlled facility or site.

In compliance with the Drug-Free Workplace Act, employees are required to sign a statement that they have received a copy of the firm's policy and that they will abide by its terms.

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

ATTACHMENT "G"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF _____

I, Tommy Floyd, Associate DBIA ("Affiant"), being duly authorized by and on behalf of CDM Constructors Inc. ("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: 1374R; Design-Build Services for Wells ("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 11th day of April, 2024.

[Signature]
Signature of Affiant

Tommy Floyd, Associate DBIA; Senior Vice President
Printed Name & Title of Affiant

CDM Constructors Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of April, 2024, by (insert name and title of Affiant), who is personally known to me or has produced Driver's License as identification.

[Signature]
Notary Public
My Commission Expires: 9/9/27



Client Enrollment

Review & Submit

- COMPANY INFORMATION
- EMPLOYER CATEGORY
- HIRING SITES
- CONTACTS
- REVIEW & SUBMIT**

Company Information

Company Name CDM Smith Inc.	Company ID 1363709	Doing Business As
DUNS Number 05-599-0261	Physical Address 75 State Street Suite 701 Boston, MA 02109	Mailing Address 75 State Street Suite 701 Boston, MA 02109
Employer Identification Number 04-2473650	County Suffolk	Total Employees 2,500 to 4,999
NAICS Code 541	Sector Professional, Scientific, And Technical Services (54)	Federal Contractor Category Other
Subsector Professional, Scientific, And Technical Services (541)	Employee Category New Hires and Assigned to a Covered Federal Contract	

[Edit Company Information](#)

Company Category

Employer Category
Federal Contractor



DIVISION of
CORPORATIONS
an official agency of Florida

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
CDM CONSTRUCTORS INC.

Filing Information

Document Number	F93000002289
FEI/EIN Number	04-3163397
Date Filed	05/04/1993
State	MA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/16/2003
Event Effective Date	NONE

Principal Address

75 State Street, Suite 701
Boston, MA 02109

Changed: 01/08/2016

Mailing Address

555 17TH ST.
SUITE 500
DENVER, CO 80202

Changed: 01/04/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title Secretary

MARACCIO, MARIO
75 State Street, Suite 701
Boston, MA 02109

75 State Street, Suite 701
Boston, MA 02109

Title Assistant Clerk/Secretary

Luke, Albert
555 17TH STREET, SUITE 500
DENVER, CO 80202

Title Sr. Vice President

Floyd, Tommy L
4600 Park Road Ste 240
Charlotte, NC 28209

Title President, Director

Terrasi, Francesco M
555 17TH ST.
SUITE 500
DENVER, CO 80202

Title VP

Hernandez, Yaribell
101 Southhall Lane
200
Maitland, FL 32751

Annual Reports

Report Year	Filed Date
2022	01/12/2022
2023	01/09/2023
2024	01/03/2024

Document Images

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02/14/1995 -- ANNUAL REPORT	View image in PDF format

St. Johns County, Georgia - 2014



St. Johns County, FL
Board of County Commissioners

Design-Build Services for Wells

RFQ No. 1374R | Qualifications Submittal
April 11, 2024



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4. Current and Projected Workload	39
5. Administrative Information	40



Section 1

Qualifications Cover Page and Cover Letter



RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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: Jacobs Project Management Co.

RESPONDENT FEIN #: 35-2321289

MAILING ADDRESS: 200 W. Forsyth Street, Suite 1520, Jacksonville, FL 32202

POINT OF CONTACT NAME & TITLE: Dustin Dykes, PE, Project Manager

POC EMAIL ADDRESS: Dustin.Dykes@Jacobs.com

POC PHONE NUMBER: (904) 813-1274

DATE OF SUBMITTAL: April 11, 2024

April 11, 2024

St. Johns County Purchasing Division
Diana M. Fye, Senior Procurement Coordinator
500 San Sebastian View
St. Augustine, FL 32084

Jacobs

200 W. Forsyth Street, Suite 1520
Jacksonville, FL 32202

Subject: St. Johns County Utility Department – Design-Build for Wells (RFQ No. 1374R)

Dear Ms. Fye and Selection Committee Members:

St. Johns County is a great place to live, play, work, and visit, and as a result, it has become one of the fastest growing counties in Florida. With this growth comes increasing demands on the County’s wellfields, as well as challenges related to water quality and aging infrastructure.

The Design-Build (DB) Services for Wells project has the goal of designing, permitting, and constructing up to 12 new public supply wells in the next 5 years for the utility service area, as well as the wellhead, electrical, and instrumentation and control (I&C) equipment, generator and fuel tank, concrete pads, and associated raw water piping to convey raw water flows to the existing Northwest, CR214, Hastings, Inlet Beach, Northeast, and future CR208 West Water Treatment Plants (WTPs). We have unique and innovative, out-of-the box water supply ideas to help you serve your customers and accomplish your goals.

Jacobs has formed a team to ensure you meet this goal by providing comprehensive services that accelerate DB delivery of the new public supply wells and associated raw water piping. The benefits to the St. Johns County Utility Department (SJCUD) include:

A wellfield DB team you know and trust. Our team is led by Project Manager, Dustin Dykes, PE. The Dykes name is synonymous with wellfield development in Northeast Florida. Mike Dykes, PE, is a third-generation well driller and a leader in innovative well design, construction, and rehabilitation in Northeast Florida for nearly 40 years. Mike has mentored Dustin and now, as a fourth-generation water well expert, Dustin has proven his ability to take the reins in the day-to-day managing SJCUD’s wellfield projects. Mike will serve as Principal-in-Charge to oversee the project and, together with Dustin, you can be assured that your project is in great hands. *Dustin is familiar with SJCUD’s water system and preferred methods of project delivery, allowing him to lead this project as an extension of your staff, freeing them to focus on other more pressing needs.* Our DB team also includes other professionals you know and trust, including Erik Svenson, PG, Blake Roberts, Parker Dykes, PE, Larry Gunn, PE, and Marc Goslow, PE. Our long-term partners, Complete Services and Petticoat-Schmitt, who we have an extensive experience with delivering well and water supply projects, round out our team.

Extensive wellfield experience and an unmatched understanding of Northeast Florida’s unique hydrogeology. Our local team has a long track record delivering similar wellfield projects for SJCUD and other Northeast Florida clients. More importantly, we deliver these projects more quickly and efficiently than any other DB team, *reducing the time of completion from Notice-to-Proceed (NTP) by 50% as demonstrated on JEA’s St. Johns Forest No. 5 and Ponce de Leon Well No. 1R projects.* Our experience includes the permitting, design, construction, and testing of *more than 60 new, large-diameter Floridan aquifer water supply wells and an additional 25 service area monitor wells* in Northeast Florida. This experience provides an unmatched understanding of local hydrogeologic conditions, best practices for well design and construction, local resources and partners, and water quality and permitting challenges.

Unique DB organization that provides SJCUD with sole source accountability and transparency. Jacobs has delivered more than 80 successful water and wastewater DB projects in Florida, providing SJCUD with proven processes for cost estimating, guaranteed



Our proven, streamlined approach to wellfield DB delivery can reduce the time of completion from NTP by 50%.

Our Team Provides SJCUD with Delivery Confidence

300+

DB projects nationally

80+

Florida DB projects

6 production wells drilled and completed within

5 months

10,000+

Construction Professionals

No. 1

Top 500 in Design Firms
Top 50 Program Management Firms (ENR, 2023)

Section 1: Qualifications Cover Page and Cover Letter

maximum price (GMP) development, and continuous cost tracking. Our collaborative DB process makes SJCUD a partner during every phase of the project, as demonstrated by our “open book” GMP process, which provides an honest disclosure of project costs so there are no “surprises.” We also offer innovative cost- and time-saving solutions, such as the early sizing and procurement of well pumps and other long lead items and early work packages to get critical work underway early in the project.

A flexible team with considerable local resources to respond quickly to project needs. With a 108-person Jacksonville office and 140-person Design-Build Center of Excellence located in nearby Gainesville, Jacobs has the resources to ramp up quickly for your project. *Our ongoing projects in St. Johns County mean we have staff there every day, allowing us to respond quickly and efficiently to your wellfield project, resulting in significant savings.*

Excellent relationships and delivery success with our subcontractor partners. Our team is fully committed to the success of SJCUD DB for Wells project. We have delivered numerous recent well projects with our primary subcontractors, Petticoat-Schmitt and Complete Services. Dustin Dykes and Charles Tofferi (of Petticoat-Schmitt) have successfully worked together on over 20 well projects, including the design, permitting, and construction of production well wellheads. *We have successfully partnered with Complete Services on more than 70 well projects. In addition, Jacobs has mentored Complete Services for over 15 years to help grow their business in well construction, pump work, and well rehabilitation, as a result, they have become a part of the Jacobs' family in Northeast Florida.*

As SJCUD's most experienced wellfield DB firm, Jacobs is ready to meet your project's challenges, while allowing you to choose the “easy button” for project delivery. We look forward to continuing our long-term partnership and appreciate the opportunity to work with you on this important water supply project. ***Our team is eager to begin!***

Sincerely,



Dustin Dykes

Dustin Dykes, PE
Primary Contact, Project Manager
(904) 813-1274
dustin.dykes@jacobs.com



Michael B. Dykes

Mike Dykes, PE
Secondary Contact, Project Executive & Vice President
(904) 607-2763
mike.dykes@jacobs.com



Ponce de Leon Well No. 1R

This team had the Ponce De Leon Well No. 1R ready for service to deliver water to the PDL WTP within 2 weeks of completing well drilling and only 6 months from NTP to begin design.

OTHER INFORMATION

Company Name and Type:	Jacobs Solutions is a Corporation. Jacobs Project Management Corp. (JPMCo), a fully owned subsidiary of Jacobs and the DB delivery arm of Jacobs, will be responsible for delivery of this project.	
Physical and Primary Mailing Addresses:	Jacobs Jacksonville Office: 200 W. Forsyth Street, Suite 1520 Jacksonville, FL 32202	Work will also be delivered out of our Gainesville Design-Build Center of Excellence: 643 SW 4th Avenue, Suite 400 Gainesville, FL 32601 * Other supporting offices will depend on project scope
Company Principals:	Jacobs CEO is Bob Pragada, our CFO is Kevin Berryman, our President of Global Operations is Patrick Hill, and our Americas East General Manager is Chrissy Thom.	
Company History:	Jacobs is a local Jacksonville total solutions provider with a 78-year history in Florida. We have provided water and wastewater planning, design, and construction management services since 1946 and DB services for the past 29 years. With \$16B in combined revenue and a talent force of more than 62,000 in 40+ countries, including 4,000+ employees and 14 offices in Florida, our full spectrum of services includes scientific and technical advisement, planning, engineering, and construction and program management covering infrastructure markets for government, business, industrial, and commercial clients. Our local resources and similar experience in St. Johns County and surrounding counties demonstrates our understanding of local water resources and prevailing regulations and our ability to provide the capacity and specialized resources needed to develop responsive, customized solutions for SJCUD.	
Contract Comments:	JPMCo has reviewed the RFQ to include the terms included in the RFQ and the sample contract. JPMCo finds them to be generally acceptable as the basis for the negotiation of a mutually-agreed-to final contract between the parties if JPMCo is selected. However, if JPMCo is selected, we would like an opportunity to negotiate provisions, including but not limited to insurance and indemnity as a basis for negotiations.	



Jacobs Project Management Company
1999 Bryan Street
Dallas, TX 75201

DELEGATION OF AUTHORITY

I, Koti Vadlamudi, President of Jacobs Project Management Company (the "Company"), hereby certify that:

Chrissy Thom is SVP & General Manager, B&I Americas East Region of the Company and has been granted authority, by the board of directors to execute documents on behalf of the Company.

Dated this 11th day of April 2024.

A handwritten signature in blue ink, appearing to read "Koti Vadlamudi", is written over a horizontal line.

Koti Vadlamudi, President



Section 2

Design-Build Firm, Staff, and Team Qualifications



Jacobs is Florida's most experienced well DB firm—no one knows SJCUD's wellfields, water quality challenges, and local hydrogeology like we do.

Jacobs is an Industry Leading Design-Builder

As a truly integrated DB company, with design, permitting, construction, and startup/operations all under one roof, Jacobs provides SJCUD with full accountability for successful project delivery. This streamlined, nimble organization will allow us to respond quickly to project needs as the project progresses, with no handoffs between phases.

Since 1948, we have provided public utilities with best-in-class water engineering design, construction, and operations and maintenance (O&M) services, resulting in our designation as No. 1 Top 50 Program Management Firms (Engineering News-Record, 2023). Through this experience, we have had the opportunity to assist hundreds of clients with the rehabilitation and expansion of their wellfields, providing an extensive foundation of lessons learned regarding well evaluation, facility design, construction, and O&M.

As a full-service DB organization, we will integrate the activities required for the DB Services for Well projects under a single point of authority – our Project Manager, Dustin Dykes, PE – promoting efficiency and providing SJCUD with one entity that will take responsibility for project performance, from the beginning of the project through commissioning and turnover. This performance guarantee is especially important when delivering your water supply projects on time and budget.



"I enjoyed working with Dustin in successfully completing a new JEA water supply well for St. Johns Forest. The scope included design and all construction services/activities from start to finish. This project was a little different from the normal JEA – Jacobs' contract in that it included sub-contractors to construct the well, wellhead, and on-site piping. The project proceeded about normal but did include a few unforeseen site/construction issues, which Dustin resolved very satisfactory for JEA. This type of quick responses provide JEA with much value and win-win for all partners. With better than normal coordination efforts, Dustin and his team were able to successfully complete this project on time and within JEA's budget."

— Allan Boree, JEA Project Manager

Florida's DB Leader

Jacobs has delivered 80 water and wastewater DB projects in Florida and 300+ DB projects nationally since 1995. These projects were delivered by our Southeast Design-Build Center of Excellence located in nearby Gainesville and involved many of our key SJCUD team members.



80+ Water and Wastewater DB Projects in Florida.

Jacobs is the country's largest water and wastewater DB company with the resources needed to design and construct your wells. **Locally, this same proposed team recently delivered two expedited DB well projects: JEA's St. Johns Forest WTP Well No. 5 and Ponce de Leon WTP Well No. 1R.**

Fundamental to all of our DB projects is our ability to partner with owners and contractors to develop technical solutions and a delivery plan for their execution, including a negotiated "open book" contracting process. This approach is most common on our GMP projects, where we collaborate with the owner to ensure our specifications and construction work demonstrate competitive and transparent pricing.

The Jacobs DB Team

Our comprehensive DB team is organized for a fast response to your DB Services for Wells project's design and construction needs. The most experienced staff from Jacobs and our subcontractors and subconsultants have been identified to partner on this project. Our local design center of over 100 professionals of all disciplines can provide a full spectrum of professional engineering services. We offer SJCUD a team of highly experienced and successful experts who are trained in the efficient delivery of water supply well DB projects.

Delivery Success of Water Supply Systems

Over past several decades, Jacobs has been building a local in-house water supply well team, colloquially known as the **Well Rangers**, that specialize in quickly and efficiently delivering

Section 2: Design-Build Firm, Staff, and Team Qualifications

water supply well projects in North Florida. The **Well Rangers** are experts at delivering water supply well projects using the progressive DB delivery method and have an excellent track of doing so. The team has been developed and mentored by Mike Dykes, PE, who has dedicated his almost 40-year professional career in the water well business and he built this team from the ground up. Not only is Mike a proven water supply well expert in North Florida, but he also holds an **active State of Florida Water Well Contractor's License and a Professional Engineering license**. This allows our team to self-perform all design aspects of the well projects and also permit and construct supply wells for SJCUD, selecting the team that will provide the County with best overall value.



We completed JEA's St. Johns Well No. 5 and Ponce De Leon Well No. 1R projects in 12 months from NTP. Projects of this scale typically requires a minimum of 24 months to complete.

Just recently, the **Well Rangers** team demonstrated their proficiency by designing and constructing two wells (JEA's St. Johns Well No. 5 and Ponce de Leon Well No. 1R) each in just 12 months after NTP from the client. The client had an unanticipated need for water from the Ponce de Leon well during construction. Our team was able to quickly adjust and ramp up to have the well delivering to the PDL WTP for emergency service within two weeks of completing well construction and only 6 months from the NTP date!

We have demonstrable experience delivering a complete water supply system, including a 3 million gallon per day production well, wellhead appurtenances, and raw water piping, and have it ready for service within a few months after NTP is issued when the demand is absolutely required by our clients!

Key Personnel

Our project team has been purposefully selected to provide SJCUD with the best staff to start fast and deliver on-time, while making sure we deliver a cost-competitive GMP.

Local Team Leadership: Our management team includes individuals who are tried and proven, with long-term relationships with SJCUD, including Project Executive, Mike Dykes, PE, Contractor's Project Manager, Dustin Dykes, PE, and

Design-Build Senior Advisor, Dave Schoster, PE, DBA. They know the local area and each of them has successfully managed large, fast-paced, complex DB projects and programs for Jacobs.

Design Team: The majority of our team is local, including Mechanical Lead, Larry Gunn, PE, Site/Civil Lead, Ben Dykes, PE, Electrical/I&C Lead, Marc Goslow, PE, Structural Lead, Clement Anson, PE, and Hydrogeologist, Erik Svenson, PG. Our team also includes Christine Ellenberger, PE, as Design Manager/Pipeline Lead. Our team will be supported by our strategic subconsultants and a large, multi-disciplinary team of design experts in Gainesville, as well as our national and Global Integrated Delivery (GID) design centers, if needed, to expedite design so the construction team can begin in early 2024.

Construction Team: Our team includes Contractor's Superintendent, Charles Tofferi, from Petticoat-Schmitt Civil Contractors. **Dustin and Charles have worked together on over 20 different wellhead projects.** From this experience, we have had the opportunity to assist multiple clients with the design, permitting, and construction of their wellfields, providing an extensive foundation of lessons learned regarding well design, construction, and O&M.

Our construction team also includes Drilling Subcontractor Superintendent, Blake Hare, Jr., from Complete Services. **Jacobs has been mentoring Complete Services for 15 years, helping the firm grow their business for well construction, pump work, and well rehabilitation.** Jacobs and Complete Services have worked on more than **36 well sites** and other well projects together. As such, they know our commitment to excellence and **work with us like family** that will provide tremendous value to SJCUD.

Proposed Sub-Contractors



Our additional team members have also been carefully chosen to expedite design and construction delivery. They are a homegrown team we have worked with repeatedly and we have ongoing long-term relationships. We are a team that includes local wellhead and pipeline, well drilling, public outreach, permitting, and surveying experts who know the DB Services for Wells project areas and how to get work permitted quickly in the County. Additional subcontractors and suppliers will be procured early during the Scope 1 phase to not lose sight of cost and produce the most cost-competitive GMP.

Figure 1: Overview of Sub-Contractors on the Jacobs Team



Petticoat-Schmitt Civil Contractors, Inc. (Petticoat-Schmitt) – Wellhead Contractor: Petticoat-Schmitt is an award-winning heavy civil contractor in North Florida committed to building life-changing infrastructure. Whether its Design-Bid-Build or Design-Build, their team of construction professionals focus in the areas of water/wastewater treatment plants, roadway and utilities, and site development construction. Their water resource projects range from \$100K to \$14M in value. Petticoat-Schmitt has constructed two wellheads of at least 1,000 gpm within the past 10 years. **The Jacobs team, including Dustin Dykes, Mike Dykes, and Erik Svenson, has worked together with Charles Tofferi on nearly 30 wellheads!**



Complete Services Well Drilling Incorporated (Complete Services) – Well Drilling: Incorporated in 2007, Complete Services continues to grow with the acquisition of multiple drilling rigs that are capable of drilling more than 1,500 feet with a 36-inch casing through the rig floor. Complete Services performs projects in a timely and safe manner, meeting or exceeding expectations in schedules (nine commercial/municipal wells in less than two years with production casing ranging from 24 to 12 inches) and safety compliance with outstanding inspection reports with zero reportable accidents.

Jacobs started mentoring Complete Services 15 years ago under the direction of Mike Dykes and Erik Svenson. We helped them grow their business into the growing and successful business that it is today – specifically for well construction, pump work, and well rehabilitation.

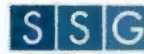


The Merchant Strategy, Inc. (TMS) – Public Outreach: TMS is a woman-owned, local small business offering extensive expertise in public involvement, government/community relations, crisis management, and media relations. TMS has been critical to the success of many public sector projects over the firm's 20-year history. TMS creates and distributes collateral materials, sets up and monitors project hotlines, and manages public information dissemination/distribution logistics.



Carter Environmental Services (CES) – Wetland Permitting Support: CES is a full-service, St. Johns County-based, family-owned company that provides complete wetland and environmental services. CES is a certified woman-owned business that provides professional environmental services to a wide variety of public and private sector clients for over 20 years. Their staff has diverse technical backgrounds in the

disciplines of natural resources, forestry, wildlife ecology, marine science, and geographic information systems (including certified professionals). **Jacobs has a strong relationship with CES having worked together with them for nearly a decade, including on the current SJCUD SR 207 DB project!**



SMITH SURVEYING GROUP

Smith Surveying Group (Smith) – Survey/SUE: Smith is a certified Small Business Enterprise (SBE) for certain federal and state government agencies. Smith offers robotic reflector-less surveying instrumentation for specialized projects that require safety and distance for human operators. GPS observation services (both static and kinetic) and conventional land survey techniques are also used daily. Static and mobile laser scanning, UAV drone mapping, SUE designations and hydrographic services are available for projects that require these specialized services.



With Jacobs being a licensed Water Well Contractor and General Contractor, we have the flexibility to reach out to the marketplace to identify additional resources, should they be needed.

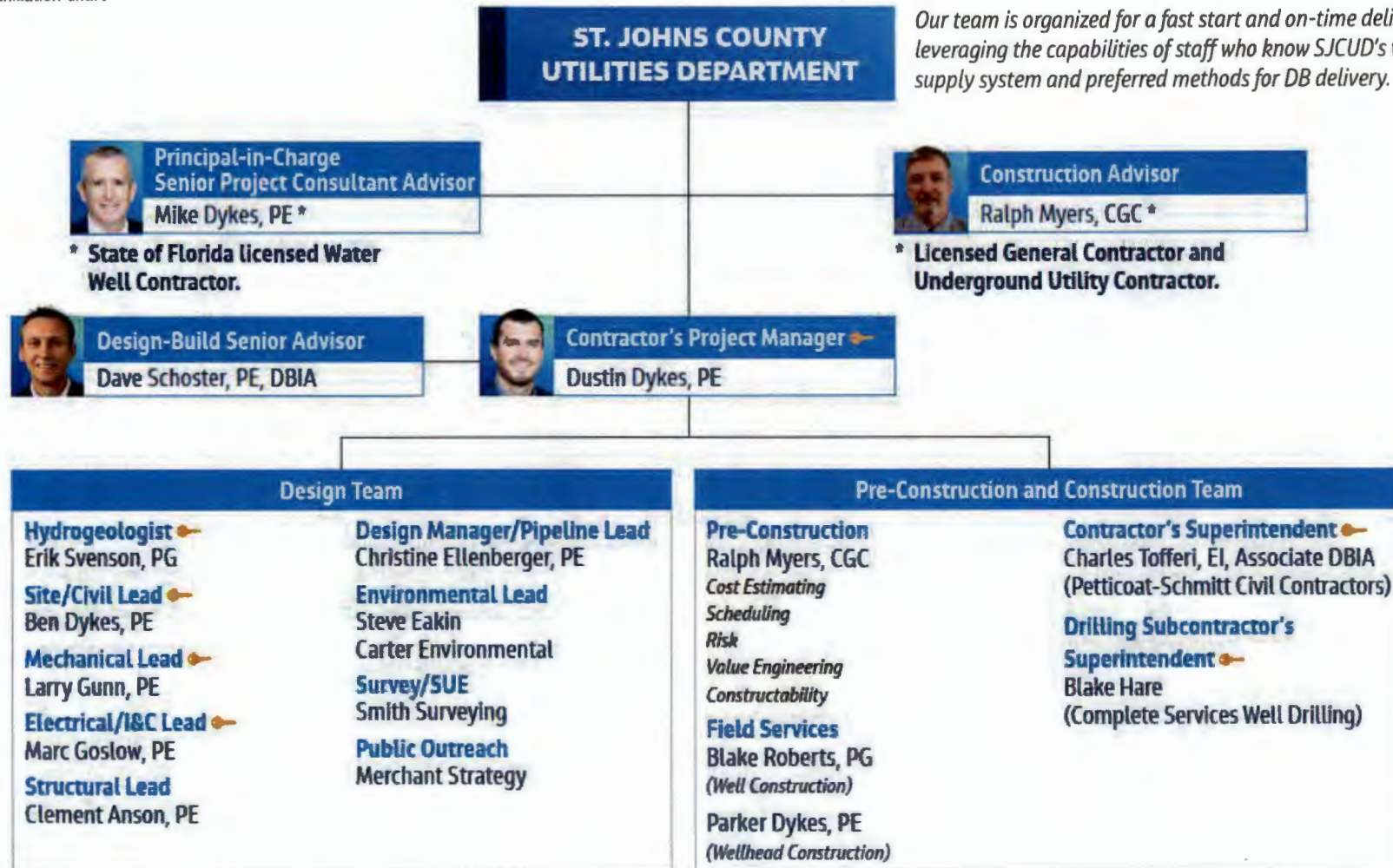
Attachments, Insurance, and Bonding Capability

Completed Attachments A, B, and H forms are provided at the end of this section, along with letters from Jacobs' insurance and surety providers confirming our ability to meet the insurance and bonding requirements set for this project.

Project Organization Chart and Resumes

Jacobs provides a lean, streamlined team for greater efficiency and cost-effective delivery. Our team has been purposefully selected to provide SJCUD with the most qualified staff to start fast and deliver on time, while ensuring we deliver a cost-competitive GMP. Our organization chart below demonstrates the relationship of Jacobs and our subcontractors.

Figure 2: Organization Chart



Licenses/Certifications

Copies of Petticoat-Schmitt and Complete Services' current Contractor and Well Drilling licenses are provided at the end of this section. We also provided Professional Engineering licenses for Jacobs and key personnel (identified on our project organization chart), as well as Jacobs' State of Florida's Water Well Contractor and General Contractor licenses.



Dustin Dykes, PE

Contractor's Project Manager

Dustin has worked on numerous wellfield projects over the past 12 years and successfully managed several DB well projects for clients in Northeast Florida, each were successfully delivered within 12 months of notice-to-proceed and under budget. Under Dustin's leadership, these projects were completed in half the time of a typical Design-Bid-Build (DBB) project. He has been involved in the water well industry for his entire life—he is a fourth-generation water supply expert in North Florida, providing him an unparalleled understanding of SJCUD's supply well needs.

✓ WELL AND WELLHEAD MANAGEMENT

✓ DESIGN-BUILD PROJECT MANAGEMENT

✓ CLIENT FOCUSED

Education

BS, Civil Engineering, University of Northern Florida

Professional Registrations

Professional Engineer: FL (#81388)

Office Location

Jacksonville, FL

Years of Experience

12 years

Representative Projects

Westlake WTP Well No. 4 Design Build, JEA, Duval County, FL

Design-Build Project Manager. Dustin is currently managing this DB well construction project which includes permitting, engineering design, construction, and project startup for a new 20-inch diameter 1,300-foot-deep supply well, 100 HP 2,500 gpm vertical turbine pump, wellhead facility, and approximately 1,000 feet of raw water main within city right of way.

Ponce de Leon Replacement Well No. 1R Design Build, JEA, St. Johns County, FL

Design-Build Project Manager. Dustin successfully managed this DB well replacement project which included permitting, engineering design, construction, and project startup for a new 12-inch supply well to replace an existing failing UFA well, new submersible turbine pump, wellhead facility, and WTP electrical modifications. The new well was constructed in **34 days** during the Christmas and New Year Holidays. During execution the existing well failed and Dustin and this team rapidly responded to the client's needs to construct an emergency temporary wellhead in **10 days**. Included procuring long-lead items at the very early stages of design to expedite completion of construction by many months. The well continued to remain available for emergency use throughout the remaining construction duration. [Reference Project #3](#)

Northwest Well No. 7 and Tillman Ridge 50 Well and Wellhead Projects, SJCUD, St. Johns County, FL

SJCUD Project Manager (Owner's Representative). Served as the owner's project manager on an interim basis for a portion of the construction of two new well and wellheads for SJCUD. [Reference Project #5](#)

St. Johns Forest Well No. 5 Design Build, JEA, St. Johns County, FL

Design-Build Project Manager. Dustin successfully managed this Design-Build project which included engineering, design, equipment specification, submittal review, construction supervision, site inspection, and project startup for a new 16-inch supply well, 1,000 gpm vertical turbine pump, and WTP electrical modifications. **Delivered within half of the time of traditional design-bid-build delivery method under his leadership.** [Reference Project #5](#)

Tillman Ridge 43R Replacement Well, SJCUD, St. Johns County, FL

Civil Design Lead. Responsible for the design of the new production well site and facility. Conducted field activities during well and wellhead construction. [Reference Project #6](#)

Review and Identification of Potential Production Well Sites, City of Alachua, FL

Project Manager. Preliminary review of existing data and information to evaluate potential sites for a new potable water supply well and for final reporting.

Fairfax/McDuff Wellfield Rehab, JEA, Jacksonville, FL

Project Manager/Civil Design Lead. Progressive DB well and wellhead rehabilitation project for 18 well sites that included new wellhead design and construction services, with Complete Services and Charles Tofferi (of Petticoat-Schmitt), well modification, new wellhead piping, electrical, site, and appurtenances. Responsible for coordination, data collection, and analysis of well investigation activities including, pre-and post-rehabilitation performance testing, well development and implementation of well rehabilitation plans, and post-rehabilitation testing for critical aging wellfields that are integral to supplying water to downtown Jacksonville.

Wellfield Rehabilitation Program, JEA, Jacksonville, FL

Subprogram Engineer and Construction Manager. Services include water supply project prioritization, well, wellfield, and pump performance testing, well investigation and rehabilitation, wellfield and raw water system modeling, pump selection and procurement, wellhead rehabilitation and construction, well modification permitting, design, and implementation, permitting, and new well siting, design, and construction. Improved capacity, performance, and water quality for up to 37 WTP/wellfields, including more than 145 Floridan Aquifer (Upper and Lower) production wells. [Reference Project #4](#)

iWATER Testing, Evaluation, and Rehab, JEA, Jacksonville, FL

Civil Design Lead and Field Support. Responsible for performance testing, data collection, and analysis of 87 potable water supply wells at 17 WTPs, well backplugging for water quality mitigation, well and wellhead rehabilitation and design, WTP operations data collection and documentation, and well site design, as well as master planning.

Nocatee Augmentation Well, JEA, Jacksonville, FL

Civil Design Lead/Field Support. Responsible for the design of a new reclaimed augmentation well site. Conducted field activities during well construction including oversight of drilling operations and testing following completion.

Blacks Ford Water Reclamation Facility (WRF) Phase 4 Expansion, JEA, Jacksonville, FL

Field Support. Conducted field activities including oversight of installation of new surficial aquifer test wells and performed testing and groundwater sampling for lab analysis.

Woodmere WTP Well No. 3 and Storage Improvements, JEA, Jacksonville, FL

Stormwater Engineer. Responsible for the stormwater analysis using ICPR and St. Johns River Water Management District (SJRWMD) stormwater permitting for a new well and WTP storage expansion project at JEA's Woodmere WTP. [Reference Project #10](#)

2018 Water Master Plan, City of Alachua, FL

Civil Design and Water Supply Lead. Discipline lead for development of the 2018 Water Master Plan to assess infrastructure capacity and identify and prioritize needed projects to meet water demands through 2045.

Water Quality and Reliability Improvement Project, City of Alachua, Alachua, FL

Project Manager. New 700 gpm well with phasing to add two future 700 gpm wells. The water treatment plant design includes sodium hypochlorite and fluoride storage and chemical feed pumping, detention tanks for C-T requirements, and chlorine and fluoride residual analyzers.

Nassau Regional WTP Well No. 3 and Raw WM/24-inch Finished WM, JEA, Yulee, FL

Civil/Mechanical Design Lead. Design of a new Floridan aquifer potable water supply well site, 12-inch raw water main, and 24-inch finished water main. The well has a 20-inch casing with a total well depth of 900 feet below land. [Reference Project #9](#)

Northwest Regional WTP, Wells 1 & 2, JEA, Jacksonville, FL

Technical Resources/Field Services. Conducted field activities during the construction of two potable water supply wells for a new water treatment plant, including oversight of drilling operations and testing following completion of the wells. [Reference Project #7](#)

JEA, Jacksonville, FL

Engineer. Provided technical services for the maintenance and construction of JEA's water and sewer infrastructure. Responsibilities included the design of gravity sewer, water and force mains, and pump stations for the delivery and collection of water and wastewater. Performed all required calculations, developed innovative solutions to odor control-related issues, and provided pump station design, drafting and as-built drawings in AutoCAD, field work, pressure and flow testing, and construction and as-built surveys.

Main Street WTP Well No. 13, JEA, Jacksonville, FL

Site Civil and Well Construction Oversight. Served as site civil and well construction oversight for JEA's Main Street WTP Well No. 13 project, which involved hydraulic modeling, pump selection, well, and wellhead construction drawings and technical specifications. This project included the first variable frequency drive on a JEA well pump within JEA's entire wellfield systems which provided some unique design challenges. [Reference Project #8](#)

Our Project Manager, Dustin Dykes, and Superintendent, Charles Tofferi, have worked on 20 different wellhead projects together, promoting teamwork and efficiency.



Charles Tofferi, GC, EI, Associate DBIA (Petticoat-Schmitt)

Contractor's Superintendent

Charles has extensive experience in the Florida construction market. He is highly proficient in construction of water treatment plants, wellheads, wastewater treatment plants, pump stations, and water distribution systems. Experience includes estimating and bidding projects, as well as overseeing projects from conceptual design to final completion while working with owners and engineers. Charles oversees all aspects of the project, including permitting, licensing, financial management, RFIs, and overall management of a project's daily construction activities.

✓ GENERAL CONTRACTOR

✓ WELLHEAD CONSTRUCTION PROFESSIONAL

✓ LONG HISTORY PARTNERING WITH JACOBS

Education

BS, Mechanical Engineering, The University of Alabama

Professional Registrations

State of FL CMC 1250821

State of FL CFC 1430552

State of FL CUC 1226048

State of FL CGC 1533865

Engineering Intern: FL (#1100023617)

First Aid/CPR/AED

Memberships

Qualifications

- American Water Works Association, Florida Section (AWWA)
- Water Environment Federation (WEF)
- American Society of Mechanical Engineers (ASME)
- Design Build Institute of America (DBIA)
- Florida Water Environment Association – Membership Coordinator (FWEA)
- National Utility Contractors Association (NUCA)

Office Location

Jacksonville, FL

Years of Experience

9 years

Representative Projects

Northwest Wells No. 4 and 5, SJUD, St. Augustine, FL

Project Manager. Responsible for the construction of a two new wellheads. Scope of work included extensive coordination with Engineer-of-Record and owner to facilitate the complete construction of new concrete slabs and driveways, installation of new vertical turbine pump complete with new control panels, I&C, and associated piping and electrical work. [Reference Project #5](#)

Ponce de Leon Well No. 1R Replacement, JEA, Jacksonville, FL

Project Manager. Project Manager responsible for the construction of a new wellhead to replace an existing failing wellhead. Scope of work included the complete demolition of existing wellhead and site, construction of new concrete slabs and driveways, installation of new vertical turbine pump complete with new control panels, I&C, and associated piping and electrical work. [Reference Project #3](#)

St. Johns Forest Well No. 5, JEA, Jacksonville, FL

Project Manager. Project Manager responsible for the construction of a new wellhead. Scope of work included the drilling of new well, new raw water main from well site to pump station, construction of new concrete slabs and driveways, installation of new vertical turbine pump complete with new control panels, instrumentation and controls and associated piping and electrical work, sitework and grading. [Reference Project #1](#)

Lennox Avenue Pump Station Replacement, JEA, Jacksonville, FL

Project Manager. Responsible for the construction of a new 9 mgd triplex submersible pump station. Work included a 28'X28'X30' deep sheeted cofferdam with a double stage wellpoint dewatering system and a complete 23'X23'X20 deep poured in place concrete wetwell. All equipment was installed and started up by Sawcross. Sitework included clearing, excavation, grading, paving, and landscaping. This project was fast-tracked with completion in 180 days. Additionally, the pump station was centered in a sensitive residential urban neighborhood, required an extensive maintenance of traffic (MOT) plan with noise needing to be kept to near zero. The project was successfully completed without a single complaint from the residents.

McMillan Wastewater Class III/IV Pumping Station Rehabilitation, JEA, Jacksonville, FL

Assistant Project Manager. Rehabilitation at the existing McMillan Street Pump Station. The project was performed in the middle of the City of Jacksonville in a busy urban environment. MOT was extensive and involved all work being done within 150' of an elementary school. Community outreach was crucial to the success of the project and was completed without complaints or incidents, on budget and early.

Cypress Creek Farms Design Build WW Recycling System, Starke, FL

Project Manager. DB project involving the relocation of two lagoon surface aerators, installation of three new 10HP lagoon mixers with electrical control panels, installation of one recycle water pump and one reclaimed water pump, one 96" diameter mixed media pressure filter. The filter piping was installed to easily accommodate future filters as needed. The filter system was equipped with a back-wash pump suitable for backwashing the filters at 15 gpm/sq. ft. The project also involved the installation of a 2500-gallon backwash water storage tank with fill shut off valve, manway, vent and 6" fill and 6" pump suction piping connections.

Tynes Reclaim Water Booster Pumping Facility, Clay County Utilities Authority (CCUA), Middleburg, FL

Project Manager. Responsible for the simultaneous construction of two 750,000-gallon prestressed concrete ground storage tanks, high service pump building, existing wellhead improvements, and sitework complete with electrical, instrumentation, and SCADA system.

Wellhead Rehabilitation, JEA, Jacksonville, FL

Project Manager. Responsible for the complete rehabilitation of 18 wellheads. Scope of work includes the complete demolition of existing wellhead and site, construction of new concrete slabs and driveways, installation of new vertical turbine and submersible pumps complete with new control panels, I&C, and associated piping and electrical work.

Meadowbrook and Ravines WTP Improvements, CCUA, Middleburg, FL

Project Manager. Responsible for modifications at two water treatment plants, Meadowbrook and Ravines. Ravines consisted of the installation of a new 500,000-gallon ground storage tank, new high service pump building complete with hypochlorite system and four high service pumps, and the installation of new stand-alone aerator. Meadowbrook consisted of the installation of a new stand-alone aerator, new MCC in the existing high service pump building and all new I&C for the plant.

Eustis Eastern WWTP Expansion, Eustis, FL

Assistant Project Manager. Construction of a new 1.0 mgd expansion to the existing 0.3 mgd wastewater treatment plant for the City of Eustis. Project includes a 1.0 mgd parallel train, including a screening structure, master influent pump station with two 1500 gpm submersible pumps, MLE process basins, clarifiers, filters, chlorine contact chamber, effluent transfer pump station, blower/electrical building, hypochlorite system, emergency power generator and SCADA system for normal operation.

Oviedo Water Reclamation Facility Expansion, Oviedo, FL

Project Manager. Responsible for the construction of a new dewatering screw press on a raised platform, new east/west RAS pump station for the two package plants on site, modification of the chlorine contact chamber, RIBS station piping improvements, new master pump station pump and piping complete with electrical improvements and necessary I&C.

Bartram Re-Pump Facility Trihalomethanes (THM) Removal System, JEA, Jacksonville, FL

Project Manager. Responsible for the installation of a THM aeration system in the existing 2.5-million-gallon prestressed concrete ground storage tank, including surface aerators, ventilators, submersible mixers, integrated control panel and associated electrical and instrumentation work.



Blake Hare, Jr. (Complete Services)

Drilling Subcontractor's Superintendent

Blake has 27 years of experience in the well drilling and pump industry. He has managed financial plans, and budgets for more than 25 years. Blake has attended and presented various training seminars for well design and pump design to maximize efficiency and longevity. His experience includes managing and working in the field on new well construction ranging from 6" to 26" final casings and depths to 3,200'. His well rehabilitation experience includes the use of pre-packed screens, screen replacements, casing liners, casing patches, acidization, CO2 technology, percussion technology, and more.

✓ PROJECT MANAGER FOR WELL CONSTRUCTION

✓ LEAD ESTIMATOR ON NUMEROUS WELL CONSTRUCTION PROJECTS

✓ 'JACK OF ALL TRADES' FOR EVERYTHING RELATED TO WELL CONSTRUCTION

Education

B.S. Civil Engineering, Auburn University

Professional Registrations

Drilling License, GA, AL, SC, NC, TN

Office Location

Jacksonville, FL

Years of Experience

27 years

Representative Projects

CCUA Saratoga Springs Project, Green Cove Springs, FL

Estimator and Project Manager. Responsibilities included:

- Negotiated terms and costs of projects.
- Prepared, estimated, and submitted documentation for bid jobs.
- Designed and assisted construction of municipal and industrial production wells, ASR wells, screened wells, and open hole wells.
- Led or assisted pump pulls/installations, acid, and other well rehab techniques, well and pump testing, logging, video surveys, etc.
- Designed and build of high service pumps.
- Designed and managed well rehab and well abandonment projects.
- Troubleshoot technical problems and engineer the solutions, such as electrical controls and VFDs.
- Designed deep well and short-coupled line-shaft and submersible pumps.

Reference Project #11

Various Projects, Nationwide

- **Estimator and Project Manager.** JEA – 6 EA – 20" x ≈1300' production wells. Many of these wells were located in dense areas close to downtown Jacksonville which made the projects more challenging. Some of the wells flowed in excess of 7,500 GPM.
- **Estimator and Project Manager.** JEA – 4 EA – 16"- 20" x 500' production wells since June 2021. Served as estimator, project manager, and provided field work. Each of these wells were completed within 120 days including testing and logging.
- **Project Manager:** WestRock – 2 EA – 20" x 900' production wells. Served as project manager and negotiated project specifications. Project was in Fernandina Beach and had lost circulation zones in each of the well locations. We were able to overcome the situation safely with a mixture of LCMs and kept the project going. The 20" x 0.500" wall thickness casing was installed to approx. 560' on each well. The first well of the two was originally drilled to 960' then back plugged due to an increase in chlorides. After back plugging, we acidized the well to increase production and was able to more than double the efficiency of the well.

Section 2: Design-Build Firm, Staff, and Team Qualifications

- **Estimator and Project Manager.** Waynesboro, GA – 18" x 930' screened production well. Helped engineer with design and testing plan on the old well to avoid the major iron plugging problems they were encountering.
- **Estimator and Project Manager.** Sandersville, GA – 14" x 900' screened production well. Helped engineer with well and pump design. This area has very deep static water levels and low pH water. We installed 360' of 8" x 1-11/16" with a 1,000 GPM pump. Column was 304 stainless steel.
- **Estimator and Project Manager.** Hilton Head, SC – 4 EA – 24" Certa-Lok ASR wells. Also included several 6" monitoring wells. Wells were in the Middle Floridan aquifer with chloride contents around 1,100 to 1,500 mg/L so the materials had to withstand that atmosphere including all 300 grade stainless column pipe, bowl assemblies, and shafting.

Rowe Drilling Co., Inc. Savannah, GA

Drilling Manager. Responsibilities included management of all operations and personnel for a seven-state region, P&L for multiple locations, review and management of monthly reporting, income statements, work in progress designs, BPR, etc., to ensure financial goals are met, preparation of budgets for CAPEX and personnel annually, hiring, training, and supervision of project managers, administrative and field personnel, negotiation of terms and cost of projects, preparation, estimation, and submission of documentation for bid jobs, design and construction of municipal and industrial injection wells, ASR wells, screened wells, and open hole wells, design of deep well and short-coupled line-shaft and submersible pumps, and design and implementation of well rehabilitation projects.

Insituform Technologies, Birmingham, AL

District Manager/Project Manager. Responsibilities included management of all operations and personnel (75 employees), P&L (over \$15 million per year), preparation of budgets for the upcoming fiscal year, hiring, training, and supervision of project managers, administrative and field personnel, design and management of projects for sewer lining up to 60", and design and management of projects for sewer replacement.

Layne Christensen Co., Savannah, GA

Prepared, estimated, and submitted documentation for bid jobs. Responsibilities included management of all operations and personnel for a three-state region, design and construction of municipal and industrial water supply wells, design of deep well and short-coupled line-shaft and submersible pumps, design and implementation of well rehabilitation projects, and troubleshooting technical problems and engineer the solutions.



Erik Svenson, PG

Hydrogeologist

Over the past 20 years, Erik has served as a Project Manager and Lead Hydrogeologist on numerous wellfield construction, rehabilitation, investigation, and water supply planning projects. These projects have involved the implementation of well construction, investigation, rehabilitation, and modification services to improve wellfield capacity and water quality. Many of these projects also involved consumptive use permit (CUP) permitting and extensive coordination with regulatory agencies.

For SJCUD, Erik was the Project Manager and Lead Hydrogeologist for the Tillman Ridge Well TR-43R Replacement Well project, Tillman Ridge Wellfield Rehabilitation project, and the Northwest WTP Well No. 4, 5, 6, and 7 projects, as well as the ongoing Injection Well Feasibility Study. He also serves as the JEA Wellfield Rehabilitation Program Manager that is currently being delivered through progressive DB with our local DB wellfield team. He has published six professional papers on well testing techniques, including co-authoring a paper with JEA on their wellfield rehabilitation project currently being delivered by progressive DB and presenting at a Florida Water Resources Conference.

✓ DESIGN-BUILD PM FOR WELLFIELD REHAB SUBPROGRAM

✓ LEAD HYDROGEOLOGIST ON NUMEROUS WELLFIELD PROJECTS

✓ SENIOR TECHNOLOGIST

Education

- MS, Hydrogeology, Clemson University
- BS, Industrial Hygiene, East Carolina University

Professional Registrations

Professional Geologist:
FL (#2674),
AL (#1606)

Office Location

Charlotte, NC

Years of Experience

20 years

Representative Projects

Northwest WTP Well Nos. 4, 5, 6, and 7, SJCUD, St. Augustine, FL

Senior Hydrogeologist. Provided design, permitting, bidding, construction, and testing services for four, 20-inch diameter upper Floridan aquifer production wells, with a design flow rate of 1,800 gpm each. Responsibilities included developing construction and testing plans, drilling technical specifications, and plans. He managed the engineering field teams and drilling contractors, providing technical direction and supervision during construction and testing, and routinely coordinating with client regulatory agencies (SJRWMD and FDEP). Erik analyzed hydrogeologic data and performed groundwater modeling to optimize wellfield design. The projects also included four wellhead facilities, and approximately 3,000 linear feet of raw water piping to provide additional water supply to the Northwest WTP. This work has resulted in approximately 10.3 mgd of additional wellfield capacity required to meet the increasing water demand in the service area and to provide SJCUD more flexibility in wellfield operations and resource management. [Reference Project #5](#)

Tillman Ridge Wellfield TR-43 Replacement Well, SJCUD, St. Augustine, FL

Project Manager/Senior Hydrogeologist. Managed and executed the design, permitting, construction, and testing of the abandonment and replacement of production well TR-43 in the Tillman Ridge Wellfield. The production well was abandoned and replaced because of sand production issues. Engineering services included, permitting, design, bidding, construction, and testing of a new 12-inch diameter upper Floridan aquifer replacement well and abandonment of an existing well of similar construction. Permitting included preparation of the SJRWMD-approved well abandonment plan, construction and testing plan, and CUP modification letter. The design production rate of the well was 1,000 gpm. Wellhead facility design and construction included a replacement wellhead facility, raw water yard piping, wellhead appurtenances, pump sizing, selection, and startup, electrical, I&C, and site work construction. [Reference Project #6](#)

Tillman Ridge Wellfield Rehabilitation, SJCUD, St. Augustine, FL

Design-Build Project Manager/Senior Hydrogeologist. The SJCUD Tillman Ridge Wellfield Rehabilitation project is a multi-year rehabilitation project aimed to increase the specific capacity and extend the useful life of the existing production wells in the Tillman Ridge

Wellfield (Well Nos. TR-42, 43R, 45, 46, 47, 48, and 49). The wells are being rehabilitated using an innovative slow rate acidization (SRA) method developed by Jacobs and Complete Services. The well rehabilitation projects are being implemented over a 5-year period and have been grouped and prioritized based on current well performance, percent reduction in specific capacity, and previous rehabilitation work since construction. Erik is responsible for building and supervising the wellfield rehabilitation team, managing, and providing accountability for the overall fee and schedule, and coordinating and delivering all projects. To date, Jacobs has acidized production well TR-48 which resulted in a specific capacity increase of more than 158% with an improvement ratio of 2.6. Currently in the process of acidizing TR-43 to increase specific capacity and well efficiency.

Injection Well Feasibility (Phase 1A and 1B Services), SJCUD, St. Augustine, FL

Project Manager/Senior Hydrogeologist. Performed a planning-level study to evaluate the feasibility of using injection wells as an alternative means of managing effluent from SJCUD's existing and future wastewater treatment facilities and disposal of RO concentrate produced from the CR 214 WTP. The study included an assessment to determine whether the area hydrogeology and effluent produced from the existing WWTFs are potentially suitable for aquifer recharge and injection well application. A comprehensive review of the regulatory and permitting criteria for Class I/V injection wells was also conducted. Based on the positive findings of the study, Jacobs is assisting SJCUD with the permitting and design of an exploratory well to further assess the application of Class I deep injection well disposal and potentially shallower Class V aquifer storage and recovery and salinity-barrier wells in the future.

Wellfield Rehabilitation Program (JEA Water/Wastewater Capital Program), JEA, Jacksonville, FL

Design-Build Project Manager. The JEA Wellfield Rehabilitation Program is a multi-year wellfield program aimed to improve JEA's wellfield water supply capacity and water quality through implementation of well investigation, acidization, modification, and construction projects. The program involves design, permitting, and construction of new wells and rehab of approximately 10 wells per year using Jacobs' SRA process. Well rehabilitation projects consist of taking wells out of service and testing, logging, acidizing, and placing wells back in service. As Design-Build Project Manager, Erik is responsible for building and supervising the wellfield rehabilitation team, managing, and providing accountability for the overall program fee and schedule, and coordinating and delivering all projects, including the St. Johns Forest Well No. 5 PDB. The effort has resulted in an average wellfield specific capacity increase of about 300% and has increased JEA's water

supply capacity by approximately 25 mgd since 2019. This project uses progressive Design-Build delivery methods aimed to quickly improve the wellfield program. [Reference Project #4](#)

More Than 15 Wellfield Construction Projects, JEA, Jacksonville, FL

Project Manager/Senior Hydrogeologist. Erik managed and executed siting, permitting, design, and construction and testing services for Floridan aquifer production wells and 8 Floridan aquifer monitoring wells in JEA's service area. Responsibilities included developing construction and testing plans, drilling technical specifications, and plans. He was responsible for managing engineering field teams and contractors, providing technical direction and supervision during construction and testing, and routinely coordinating with client regulatory agencies (SJRWMD and FDEP). Erik analyzed hydrogeologic data and performed groundwater modeling to optimize wellfield design and support permitting.

Nassau Regional WTP Well No. 3 Construction, JEA, Nassau County, FL

Project Manager/Senior Hydrogeologist. Managed the design, permitting, and construction of a 20-inch diameter upper Floridan aquifer (UFA) production well, wellhead facility, approximately 4,000 feet of 12-inch raw water piping to convey water from the production well to the JEA Nassau Regional WTP, and approximately 1,500 feet of new 24-inch diameter piping to convey finished water from the Nassau Regional WTP to the distribution system. Nassau Regional WTP Well No. 3 provided an additional 2.9 mgd of backup production capacity to meet seasonal peak demands and to provide the necessary system pressure to deliver water and improve overall system reliability. Wells No. 1 and 2 were rehabilitated under the Subprogram to increase their production potential. As a result of this work and addition of the new backup well, the overall wellfield capacity was increased from 3.4 to 8.0 mgd. [Reference Project #9](#)

Northwest WTP Wellfield Development (Wells No. 1 and 2), JEA, Jacksonville, FL

Senior Hydrogeologist/Deputy Project Manager. Provided siting, permitting, design, and construction services for two 20-inch-diameter, dual-zone Floridan aquifer production wells completed to a depth of approximately 1,300 feet below land surface each. He managed the field team, schedule, and budget and provided technical direction and supervision during construction and testing, and routine coordination with SJRWMD staff. Erik developed and performed the groundwater modeling effort to estimate the steady-state drawdown in the Floridan aquifer because of pumping both production wells at their design flow rate of 2,500 gpm each, with a combined withdrawal of 7.2 mgd. [Reference Project #7](#)



Ben Dykes, PE

Site/Civil Lead

Ben has over 7 years of experience working on a diverse range of engineering projects across the Southeast with a primary focus on water resources/groundwater projects. He's performed major roles, including site civil design, stormwater modeling and design, hydraulic modeling and design, environmental permitting, field oversight, design management, and pump evaluation and selection. Ben served as the Civil Design Lead for JEA's St. Johns Forest Well No. 5 (Design-Build) and SJCUD's Northwest Well No. 7 projects. He also served as the Design Manager and Site Civil Engineer-of-Record for JEA's Ponce de Leon Well No. 1R (Design-Build) project. Alongside Mike and Dustin, Ben spent his entire life around wells and wellfields in Northeast Florida as part of the Dykes family.

✓ WATER WELL DESIGN AND CONSTRUCTION

✓ HYDRAULIC MODELING AND PUMP PROFESSIONAL

✓ DB DESIGN MANAGER

Education

B.S., Civil Engineering, University of Florida

Professional Registrations

Professional Engineer: FL (#94453)

Office Location

Gainesville, FL

Years of Experience

7 years

Representative Projects

Northwest Well No. 7, SJCUD, St. Augustine, FL

Lead Civil Designer. Performed overall site civil design services using MicroStation for construction of a new production well and associated piping for SJCUD's Northwest WTP. [Reference Project #5](#)

St. Johns Forest Well No. 5, JEA Capital Improvement Program, St. Johns, FL

Lead Civil Designer. Performed overall site civil design and permitting services using MicroStation for construction of a new production well and associated piping at JEA's St. Johns Forest WTP. [Reference Project #1](#)

Ponce de Leon Well No. 1 Replacement, JEA Capital Improvement Program, Ponte Vedra Beach, FL

Design Manager/Site Civil Engineer-of-Record. Served as Design Manager and performed site civil design, mechanical design, and permitting services for construction of a new production well and associated piping at JEA's Ponce de Leon WTP. [Reference Project #3](#)

Well Nos. 47 and 48 Rehabilitation, City of Montgomery, FL

Field Engineer. Provided field oversight of rehabilitation and testing activities of production Well Nos. 47 and 48.

Dyal WTP Chemical Conversion and Reliability Improvements, City of Cocoa, FL

Site Civil Design Support. Provided support using MicroStation and ICPR 4 stormwater modeling software for overall site civil design to accommodate various site improvements and modifications at the Dyal WTP in Cocoa, FL. Drafted and submitted permit package outlining proposed improvements to SJRWMD.

Tynes Reclaimed Water Pumping Facility, Clay County Utility Authority, Middleburg, FL

Site Civil Design Support. Provided general site civil design and stormwater permitting support using ICPR 4 and MicroStation for construction of a new reclaimed water pumping facility.

Buckman WRF Blowers, JEA, Jacksonville, FL

Site Civil Design Support. Performed overall site civil design services using MicroStation for addition of a new electrical building, as well as restoration of existing infrastructure at the JEA Buckman WRF. Also performed hydraulic modeling using AFT Fathom modeling software to evaluate existing piping on site to ensure required fire flow capacities could be met.

Rivertown Well Nos. 1, 2, and Backup Well No. 3, JEA, St. Johns, FL

Lead Civil Designer. Performed overall site civil design and stormwater permitting services using MicroStation and ICPR 4 for three new production well sites that would provide potable water to the future Rivertown WTP.

Capital Improvement Program (Wellfield Subprogram), JEA, Nassau County, FL

Project Engineer. Performing hydraulic modeling services using AFT Fathom to evaluate wellfield hydraulics and pump operation as well as forecast future conditions and size new pumps for newly rehabilitated production wells within JEA wellfields. Also providing field oversight and miscellaneous design and reporting services for various rehabilitation and construction activities at wells and water treatment plants located across St. Johns, Duval, and Nassau Counties.

Greenland WRF, JEA, Jacksonville, FL

Site Civil Design Support. Performed stormwater modeling and permitting services using MicroStation and ICPR 4 for the design of the new Greenland WRF for JEA.

Okaloosa Antioch Water Tower, Okaloosa County, FL

Site Civil Design Support. Performed stormwater design, modeling, and permitting services using ICPR 4 for the design of a new water tower facility and stormwater pond.

Patrick Space Force Base Flight Simulator Building, Brevard County, FL

Site Civil Design Support. Performed stormwater design, modeling, and permitting services using ICPR 4 for the design of the new Flight Simulator Building for the Patrick Space Force Base.

Project 52 Phase II Development Project, Escambia County, FL

Site Civil Design Support. Provided stormwater modeling, design, and permitting services using MicroStation and ICPR 4 for a phased development and resized stormwater pond located.

Florida Grassfed Group Chancey Bay Ranch Processing Facility, Martin County, FL

Lead Civil Designer. Served as lead civil designer providing design, stormwater modeling, and permitting services using MicroStation and ICPR 4 for design of a new processing facility and access road for the Florida Grassfed Group.

ZMA Air Route Traffic Control Center (ARTCC) Drainage Improvements, Federal Aviation Administration, Miami, FL

Site Civil Design Support. Performed stormwater modeling and permitting services using ICPR 4 for design of new drainage improvements for the ZMA ARTCC.

United Street Improvements, City of Key West, FL

Site Civil Design Support. Performed stormwater design, modeling, and permitting services using ICPR 4 and OpenRoads Designer (2021) for design of improvements to United Street.

Greene and Elizabeth Street Improvements, City of Key West, FL

Site Civil Design Support. Performed stormwater design, modeling, and permitting services using ICPR 4 for design of Improvements to Greene and Elizabeth Streets.

Ramp Road Park Stormwater and Parking Improvements, City of Cocoa, FL

Site Civil Engineer-of-Record. Serving as lead civil engineer providing design, stormwater modeling, and permitting services using MicroStation and ICPR 4 for the redesign of a boat ramp parking lot and associated stormwater system.

Water Quality and Resiliency Improvements Project, City of Alachua, FL

Site Civil and Mechanical Design Support/Stormwater Permitting Lead. Provided mechanical and civil support services, evaluating proposed hydraulic conditions and providing production pump sizing using AFT Fathom and performing civil stormwater design, modeling, and permitting services using MicroStation and ICPR 4.

Main Street Water Reclamation Facility Improvements Project, GRU, FL

Site Civil Design Support/Stormwater Permitting Lead. Providing civil support services and performing civil stormwater design, modeling, and permitting services using MicroStation and ICPR 4.

Lofberg Drive Pump Station Force Main Replacement, JEA, Jacksonville, FL

Project Manager. Performing Project Management tasks for the design of a replacement force main.

Main Street Flooding and Adaptation, City of Pensacola, FL

Site Civil Design Support. Providing stormwater modeling, evaluation, and design services using ICPR 4 for potential drainage improvements along various roadways.



Larry Gunn, PE

Mechanical Lead

Over the past 24 years, Larry brings extensive experience in project management and water/wastewater mechanical engineering. His design experience includes wells, wellheads, water treatment plants, pump stations, sanitary lift stations, piping, and trenchless technology involving both new facilities and retrofit/rehabilitation work with existing facilities. Larry's project experience includes preliminary and detailed engineering design, coordination and permitting with regulatory agencies, hydraulic modeling, pump selections, distribution and storage facilities, as well as reclaimed augmentation wells.

✓ LEAD MECHANICAL, EOR

✓ PROJECT MANAGER/DESIGN MANAGER FOR MULTIPLE WELL PROJECTS

✓ EXTENSIVE SJCUD EXPERIENCE

Education

BS, Mechanical Engineering,
University of Alabama

Professional Registrations

Professional Engineer: FL
(#65967)

Office Location

Jacksonville, FL

Years of Experience

24 years

Representative Projects

St. Johns Forest Well No. 5, JEA, St. Johns County, FL

Mechanical Engineer-of-Record. This Design-Build project included engineering, design, equipment specification, submittal review, construction supervision, site inspection and project startup for a new JEA 16-inch supply well, 1,000 gpm vertical turbine pump, and a WTP electrical modifications. Provided direct client interface and consultation. The WTP's available production capacity to meet peak demand was more than doubled from 1.3 mgd to 3.1 mgd.

[Reference Project #1](#)

Hogan's Creek Chilled Water Distribution Expansion, JEA, Jacksonville, FL

Project Manager. This Design-Build project includes 1,700 LF of two parallel 20-inch insulated chilled water mains (supply & return) from JEA's existing chilled water system near A. Phillip Randolph to the new Jaguars Sports Performance Center (SPC). The project included design, permitting, preconstruction, long lead item pipe and insulation procurement, and permitting services. Construction services include construction, general conditions, and engineering services during construction. The construction phase of the project also included submittal reviews, construction supervision and inspection, and project startup. Key attributes: The fast-paced design, preconstruction, permitting, and construction schedule was to meet the Jaguars SPC construction schedule. In addition, extensive coordination with numerous stake holders and events in the sports complex area, including Jaguars games, had to be determined to minimize impacts to the public, parking, and traffic.

Northwest WTP Wells 4, 5, 6, & 7, SJCUD, St. Augustine, FL

Project Manager and Mechanical Engineer-of-Record. These wells were delivered under three separate projects which included design, permitting, bidding, construction, and testing of four, 20-inch diameter upper Floridan aquifer production wells, with a design flow rates of 1,800 gpm each, four wellhead facilities, and approximately 3,000 linear feet of raw water piping to provide additional water supply to the Northwest WTP. Design and construction of the wellhead facilities included site/civil work, wellhead piping and appurtenances, variable speed production pump sizing, selection, and startup, electrical, I&C, and site and access road development. [Reference Project #5](#)

Northwest Regional WTP Wells No. 1 & 2, JEA, Jacksonville, FL

Project Manager and Mechanical Engineer-of-Record. Design services for the new WTP included two 2,500 gpm production wells and wellheads, a 1 MG pre-stressed concrete storage tank, four variable speed high service pumps (two 3,400-gpm and two 1,700 gpm), pre-engineered metal pump building, finished water and raw water main, sodium hypochlorite

storage and feed system, wastewater lift station, and an emergency generator. The site included jurisdictional wetlands on JEA's property. Key attributes: Permanent and temporary wetland impacts were permitted successfully through FDEP and USACE which was key to meeting the project schedule.

Reference Project #7

JEA Nassau Regional WTP Well No. 3 and 24" Water Main, Nassau County, FL

Mechanical Engineer-of-Record. The project included design, permitting, and construction of approximately 1,500 LF of new 24-inch water main piping to convey finished water from the Nassau Regional WTP to the distribution system. The 24-inch connection eliminated an existing 16-inch hydraulic restriction on the WTP discharge piping to the distribution system. The project also included a 20-inch upper Floridan aquifer production well, wellhead facility, yard piping, and approximately 4,000 LF of 12-inch water main to convey raw water from the production well to the JEA Nassau Regional WTP. Key Attributes: Larry led the design and permitting for this project. The project required extensive permitting coordination with Nassau County, FDEP, SJRWMD, and USACE.

Reference Project #9

Rivertown WTP Wells No. 1 & 2 and Backup Well No. 3, JEA, Jacksonville, FL

Project Manager and Mechanical Engineer-of-Record. The project includes three new 20-inch Upper Floridan production wells with 1,650-gpm vertical turbine pumps and wellheads, yard piping, and site work. This work is being performed as a subconsultant to the WTP design firm. Two of the project's well sites included jurisdictional wetlands on JEA's property. Key attributes: Project required extensive coordination due to changes in the well site locations which required developer reviews and SJRWMD groundwater modeling.

Woodmere WTP Well No. 3 and Storage Tank Improvements, JEA, Jacksonville, FL

Project Manager and Mechanical Engineer-of-Record. The project includes a new 20-inch back-up Upper Floridan production well, a 2,000-gpm vertical turbine pump and wellhead, a 750,000 gal pre-stressed concrete storage tank and tray aerator, yard piping, and demolition. The new facilities and demolition of existing facilities had to be planned and designed in detail to reliably maintain service at the WTP during construction of this project. Reference Project #10

Keystone Club Well Nos. 1 & 2 Well and Pump Evaluation, Clay County Utility Authority, Middleburg, FL

Project Manager. This project included professional engineering services to perform well and pump inspection and evaluation services of Keystone Club Water Treatment Plant (WTP) Well Nos. 1 and 2. The purpose of this project was to visually inspect the wells for borehole obstructions, evaluate potential sand production in Well No. 1, conduct an inspection

of the Well No. 2 pump, and perform well and pump performance testing on both wells.

Main Street WTP Well No. 13, JEA, Jacksonville, FL

Project Manager and Mechanical Engineer-of-Record. Served as project manager and lead mechanical engineer for JEA's Main Street WTP Well No. 13 project, which involved hydraulic modeling, pump selection, and wellhead construction drawings and technical specifications. This project included the first variable frequency drive on a JEA well pump within JEA's entire wellfield systems which provided some unique design challenges. Reference Project #8

Continuing Services, St. Johns County Utility Department (SJCUD), St. Augustine, FL

Project Manager and Mechanical Engineer-of-Record. For the past 15 years, Larry has served as a project manager and mechanical engineer for the SJCUD. Larry managed a variety of different projects that have included lift station, pipeline, water treatment plant, and reclaimed water pump station designs, permitting, bid phase services, and construction services. Larry served as mechanical engineer and project manager for SJCUD's Northwest WTP Well No. 4, Northwest WTP Wells No. 5 & 6, Northwest WTP Well No. 7, and the Anastasia Island WWTF Residential Reuse System projects. Larry also served as the lead mechanical engineer for the SJCUD's Lift Station Upgrade project which included design, permitting, bid phase services, and construction services for the rehabilitation and upgrade of 35 existing wastewater lift stations located throughout SJCUD's wastewater service area.

Fairfax WTP and McDuff/Highlands WTPs Wellfield Rehabilitation, JEA, Jacksonville, FL

Project Manager and Mechanical Engineer-of-Record. Served as Project Manager and Lead Mechanical Engineer for JEA's Fairfax WTP and McDuff/Highlands WTPs Wellfield Rehabilitation general services project. The project's purpose was to rehabilitate the aging Fairfax WTP wellfield in parallel with the rehabilitation of the McDuff and Highlands WTPs wellfields to serve as the water supply "workhorse" for the North Grid downtown area (formerly served by the Main Street WTP Wellfield). The project consisted of several task orders that included reviewing existing JEA information; investigating, prioritizing, grouping, and scheduling of well rehabilitations; development of rehabilitation plans, as well as investigation and design of wellhead rehabilitations. The wellhead designs involved hydraulic modeling, pump selections, and development of wellhead construction drawings. The project also includes implementation of the well rehabilitation plans using a subcontractor. Project challenges included coordination and scheduling of necessary well outages in a critical JEA wellfield, public outreach coordination due to the well proximities to homes and schools, and several occurrences of adapting our work plan and schedule around unforeseen conditions in the ageing wellfield. Key Attributes: Rehabilitation of 18 wells and well sites.



Marc Goslow, PE

Electrical and I&C Lead

Marc has provided electrical and I&C services for every JEA wellhead project that Jacobs has delivered over the past 15 years, including St. Johns Forest WTP Well No. 5, Nassau Regional WTP Well No. 3, and Northwest WTP Supply Well No. 1 & 2. In addition, Marc established the template for JEA's wellhead electrical and I&C design, which has reduced time and cost for JEA. His design capabilities include medium- and low voltage service delivery, reliability considerations, standby power sources for both open and closed transitions, medium- and low-voltage power distribution, and specification/sizing of electrical distribution equipment. **Expert at early selection of long-lead electrical and I&C gear and components, resulting in significant time-saving for project schedule.**

✓ OVER 40 YEARS OF ELECTRICAL AND I&C EXPERIENCE

✓ SENIOR ELECTRICAL AND I&C TECHNOLOGIST

✓ EXPERT AT SELECTING COMPONENTS FOR EARLY ELECTRICAL AND I&C PROCUREMENT

Education

BS, Electrical Engineering/Minor Nuclear Engineering, School

Professional Registrations

Professional Engineer: FL (#41733) AL; AZ; AR; CA; CO; FL; GA; IN; KY; LA; MD; MA; MI; MS; MO; NH; NJ; NM; NC; OH; OK; PA; RI; SC; TX; VA

Office Location

Jacksonville, FL

Years of Experience

42 years

Representative Projects

St. Johns Forest Well No. 5, JEA, St. Johns County, FL

Lead Electrical/I&C Engineer. Engineering, design, equipment specification, submittal review, construction supervision, site inspection and project startup for new JEA supply well and WTP electrical modifications. Provided direct client interface and consultation. The WTP's available production capacity to meet peak demand was more than doubled from 1.3 mgd to 3.1 mgd. Delivered within half the time it normally takes using traditional DBB delivery method.

[Reference Project #1](#)

Nassau Supply Well No. 3, JEA, Nassau County, FL

Lead Electrical/I&C Engineer. Engineering, design, equipment specification, submittal review, construction supervision, site inspection and project startup for new JEA supply well. Provided all engineering, design, key submittal reviews, direct client interface, and consultation.

[Reference Project #9](#)

Northwest WTP and Supply Wells Nos. 1 & 2, JEA, Jacksonville, FL

Electrical/I&C Consulting Engineer. Redesign of various WTP and wellhead components as needed. Periodic reviews of project engineering and design for functionality and quality control. [Reference Project #7](#)

Rivertown Supply Wells Nos. 1, 2 & 3, JEA, St. Johns County, FL

Lead Electrical/I&C Engineer. Engineering, design, equipment specification, submittal review, construction supervision, site inspection and project startup for three new JEA supply wells. Providing direct client interface and consultation. Provided all engineering, design, key submittal reviews, direct client interface and consultation.

Supply Well TR43 Rehabilitation, SJCUD, St. Augustine, FL

Lead Electrical/I&C Engineer. Engineering, design, equipment specification, submittal review, construction supervision, site inspection and project commissioning/startup for one renovated supply well and wellhead. Provided direct client interface.

Main Street Supply Well No. 13, JEA, Jacksonville, FL

Lead Electrical/I&C Engineer. Engineering, design, equipment specification, submittal review, construction supervision, site inspection and project startup for new VFD controlled JEA supply well. Provided direct client interface and consultation. [Reference Project #8](#)

Fairfax WTP and McDuff/Highlands WTPs Wellfield Rehabilitation, JEA, Jacksonville, FL

Lead Electrical/I&C Engineer. Engineering, design, equipment specification, submittal review, construction supervision, site inspection and project commissioning/startup for multiple renovated supply wells and wellheads. Key attributes: Provided all engineering, design, key submittal reviews, direct client interface and consultation.

Greenland Energy Center, JEA, Jacksonville, FL

Lead Electrical Engineer. Services during construction for the well field development of a greenfield water treatment plant. Provided direct client interface and consultation, review and approval of submittals, site coordination with contractor, and site inspection, and project startup.

Buckman WRP Aeration Blower Modifications, JEA, Jacksonville, FL

Project Consultant. Responsible for electrical SDC functions for the addition of a new medium-voltage electrical building, new aeration blowers, and misc. facility modifications. Handling of all issues associated with the medium-voltage power supply for the WRP, including overseeing the splicing of existing 28kV plant feeder cables to tie into the new electrical building, review of protective relay coordination for the new feeder circuits, new 5kV RVSS equipment for the 1000HP aeration blowers, and other items as may be required during construction.

GRU Murphree WTP HSP-6 Reconstruction, GRU, Gainesville, FL

Lead Electrical Engineer. Engineering, design, equipment specification, submittal review, construction inspection, and project startup for new 930BHP engine-driven high service pump. Providing direct client interface and consultation.

GRU Murphree WTP Clarifier #3 Sludge Pump Reconstruction, GRU, Gainesville, FL

Lead Electrical Engineer. Engineering, design, equipment specification, submittal review, construction inspection, and project startup for three new sludge pumps associated with Clarifier #3. Providing direct client interface and consultation.

Capers Ridge Pump Station, Coastal Water Authority, Houston, TX

Project Consultant. Responsible for the preliminary engineering and project definition of a new surface water river intake pump station along the Liberty River northeast of Houston, TX. Developed concept engineering/specifications for a new 138/4.16kV utility in-line substation, 138kV double-

circuit transmission line extension, 4.16kV power delivery to a new pump station, 4.16kV power distribution within the pump station, and motor/driver requirements for seven, 2200HP slow-rotation river intake pumps. Performed initial sub-consultant design reviews. During construction, Marc is functioning as an electrical consultant for the 4.16kV electric service and plant distribution, protective relay coordination, and arc-flash hazard mitigation.

Boyette Road Reclaimed Water Reservoir, Pasco County, FL

Lead Electrical Engineer. Engineering, design, and equipment specification to convert pump station preliminary design from 100 HP submersible pumps to 500 HP vertical turbine pumps. Provided services during construction to include client interface, submittal review and approval, site coordination with contractor, site inspection, and project startup.

Additional Key Staff

Mike Dykes, PE



Principal-in-Charge/Senior Project Consultant Advisor

Why Mike? Mike has devoted his almost 40-year career to serving area clients, including SJCUD. As your trusted advisor, he has unmatched knowledge of local engineering consultants,

vendors, and agencies, offering SJCUD a proven leader with access to a deep bench of resources to complete this critical project on schedule. Our **Well Rangers** team, which specializes in the quick and efficient delivery of water supply well projects in Northeast Florida, has been developed and mentored by Mike, who built this team from the ground up. In addition to his proven water supply well expertise, Mike also holds an active State of Florida Well Contractor license and a Professional Engineering license. This unique combination allows our team to self-perform all design aspects of the well projects and also legally permit and construct supply wells for SJCUD using various teams that will provide the County with best value.

Ralph Myers, CGC

Pre-Construction and Construction Advisor



Why Ralph? As a former owner/general contractor that has delivered water and wastewater hard bid work, Ralph brings over 35 years of experience in successfully managing the delivery of water, wastewater, and conveyance systems construction projects in Florida and

across the U.S., including 40+ progressive DB projects. Ralph will lead all pre-construction and construction-phase services related to cost estimating, scheduling, development and maintenance of the risk register, value engineering, and constructability.

Clement Anson, PE

Structural Lead



Why Clement? Over the course of his 30-year career, Clement served as Structural Lead on a wide variety of projects, including water and wastewater treatment plants, high service pumping facilities, reclaimed pumping facilities, and reclaimed distribution and storage facilities.

Clement has experience coordinating with government agencies, as well as international projects in both private and public sectors.

Blake Roberts, PG

Field Services (Well Construction)



Why Blake? Blake has served as a hydrogeologist and provided field support on numerous wellfield projects. These projects have involved the implementation of well construction, investigation, rehabilitation, and modification services to improve wellfield capacity and water

quality. Many of these projects also involved permitting and extensive coordination with regulatory agencies.

Dave Schoster, PE, DBIA

Design-Build Senior Advisor



Why Dave? With over 23 years of collaborative delivery leadership, Dave is an expert in leveraging the delivery model to maximize the benefits according to each clients drivers. He is a problem solver using "out of the box" thinking and a trusted leader that knows how to get things

done efficiently and cost effectively by working collaboratively with his team, the client, and stakeholders. He has a strong track record in water/wastewater projects, having successfully managed or played a key role in 20+ PDB projects worth over \$600 million. Dave excels in procurement, risk management, and applying best practices, especially in construction. His extensive experience and familiarity and lessons learned from working with SJCUD staff on the SR 207 WRF project makes him an ideal choice to implement proven best practices for SJCUD's project.

Christine Ellenberger, PE

Design Manager/Pipeline Lead



Why Christine? Located in St. Johns County, Christine brings over 25 years of planning, design, permitting, and construction management experience. In addition to managing our design team, she will serve as a senior consultant for raw water pipeline work and

trenchless solutions. Christine will manage design quality reviews/controls completed by our design team, including subconsultants. She will lead and coordinate design review meetings with SJCUD and will oversee applications for regulatory agency permitting.

Steve Eakin

Environmental Lead



Why Steve? Steve has 23 years of experience in environmental science and environmental consulting. He has worked on environmental projects throughout FL. His experience includes state and federal environmental permitting, environmental compliance monitoring,

threatened and endangered species surveys, wetland delineations, wetland quality assessments, and aquatic impact studies.

Parker Dykes, PE

Field Services (Wellhead Construction)



Why Parker? Parker specializes in wellhead construction and Design-Build services for wells. With a strong track-record in leading field efforts for clients, such as St. Johns County, JEA, Clay County Utility Authority, Monroe County, and Montgomery Water Works, Parker brings a wealth

of expertise having served as the project engineer for the St. Johns County SR 207 Water Reclamation Facility project.

Attachments A, B, and H

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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 design and construction of public supply water wells.

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")

Jacobs Project Management Co
(Respondent Firm)

By *Christina Thom*
(Affiant Signature)

Christina Thom, SVP & GM, B&I Americas East
(Printed Name & Title)

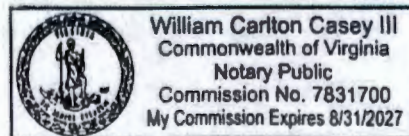
April 8, 2024
Date of Signature

STATE OF Virginia

COUNTY OF Fairfax

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of April, 2024, by Affiant, who is personally known to me or has produced VA Driver License as identification.

William Carlton Casey III
Notary Public
My Commission Expires: Aug 31, 2027



Attachment A – Qualification Certification

Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract.

ATTACHMENT "B"
CLAIMS, LIENS, LITIGATION HISTORY

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

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a 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:
Please see additional sheet following this attachment.

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:

Please see additional sheet following this attachment.

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?

Please see additional sheet following this attachment.

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:

Please see additional sheet following this attachment.

(Use additional or supplemental pages as needed)

Attachment B – Claims, Liens, Litigation History

1. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract. Based on information and belief, within the past seven (7) years, JPMCo has not been sued by St John's County nor has JPMCo sued St John's County resulting from a construction dispute.

2. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract.

3. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract.

4. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. JPMCo does not track the information required by this question. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract.

5. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, clients will cancel or suspend projects for reasons that do not involve JPMCo. JPMCo does not track the information required by this question. JPMCo is subject to various claims, disputes, terminations, arbitrations,

and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract.

The information required to answer this question would be on the basis of "ever" and since JPMCo. began conducting business. JPMCo. does not have information responsive to answer the question based on the timeframe. Based on information and belief, during the past five (5) years, JPMCo has not had a contract terminated for cause by St Johns County.

6. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract.

7. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract.

Liquidated Damages

1. Jacobs Project Management Co. (JPMCo), its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Design-Build Services for Wells to St. Johns County. Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, JPMCo is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JPMCo's practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on the organization's consolidated financial statements. No such litigation is expected to have any impact on JPMCo's ability to perform the contract. JPMCo does not track the information required by this question. As is common in the industry, JPMCo participates in projects where it may, under certain circumstances, be required to pay financial penalties or liquidated damages, provide additional services or make additional investments to ensure adequate performance and delivery of the contracted services. Any penalties, liquidated damages, or additional assessments are generally de minimus from a monetary perspective and are resolved to the satisfaction of JPMCo's client.

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

**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
Petticoat-Schmitt Civil Contractors Inc.	Wellhead Contractor	Charles Tofferi	904-647-9774, ctofferi@petticoatschmitt.com	50%
Complete Services Well Drilling Incorporated	Well Drilling	Blake Hare	912-659-9087, blake@jaxwelldrilling.com	25%
Carter Environmental Services	Wetland Permitting Support	Lynne Carter	904-669-6049, lynne@carterenv.com	1%
Smith Surveying Group	Surveying/SUE	Tom Smith	904-260-6300, tjs@smithsurvey.net	0.5%
The Merchant Strategy	Public Outreach	Cheryl Scott	786-314-8697, cheryl@themerchantstrategy.com	0.5%

Percentages provided at this stage are estimates. Percentages may vary and depend on the nature of the services and work provided to SJCUD by Jacobs.

Insurance/Bonding Requirements

ZURICH AMERICAN INSURANCE COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FEDERAL INSURANCE COMPANY
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

April 3, 2024

St. Johns County
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Attn: Diana M. Fye

RE: Jacobs Project Management Company
RFQ No: 1374R
Design Build Services For Wells

Dear Diana:


We understand that Jacobs Project Management Company ("Jacobs") is submitting a Proposal and Qualification in response to the above referenced RFQ for the Design Build Services For Wells, and this letter is provided in support of Jacobs Proposal and Qualification. Zurich American Insurance Company, Fidelity and Deposit Company of Maryland, Federal Insurance Company and Berkshire Hathaway Specialty Insurance Company (hereinafter "the Co-Sureties") are privileged to act as Co-Sureties for Jacobs and have the pleasure of extending surety credit to Jacobs whom we hold in the highest regard.

This letter is written pursuant to the RFQ, and will confirm that the Co-Sureties have reviewed the RFQ, understand the requirements of the RFQ and meet all of the criteria set forth in the RFQ. The Co-Sureties confirm that Jacobs is in good standing with its Co-Sureties, and has a surety facility providing support on individual projects up to \$500 million (and higher as part of a joint venture), with an aggregate surety facility which totals in excess of \$3 Billion dollars. The Co-Sureties have complete confidence in the abilities and qualifications of Jacobs.

This letter will confirm that in accordance with the requirements of the RFQ, each of the sureties is licensed to conduct surety business in all 50 states; and furthermore, each surety company is rated "A+" or better by A.M. Best Company, and has the highest Class "XV" Financial Size Category ratings. Each surety company is listed on the July 1, 2023 U.S. Department of the Treasury Department Circular 570 list of U.S. Treasury authorized and acceptable surety companies. Furthermore, the Sureties meet all of the requirements set forth in the Request for Qualification.

Please understand that the issuance of surety bonds is a matter strictly between Jacobs and the Co-Sureties. We reserve the right to conduct a satisfactory review and approval of the final contract terms and conditions, and the review of any other underwriting information that is appropriate at the time of request by Jacobs for surety bond support. We assume no liability to third parties or to you by issuance of this letter.

Sincerely,



Salena Wood, Attorney-in-Fact

Zurich American Insurance Company – A.M. Best Rating A+ XV
Fidelity and Deposit Company of Maryland -A.M. Best A+ XV
Berkshire Hathaway Specialty Insurance Company – A.M. Best Rating A++ XV
Federal Insurance Company – A.M. Best Rating A++ XV





Janice T. Hsu, ARM
Vice President – CA License No. 0668489

Marsh Risk & Insurance Services
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
California Insurance License # 0437153
213 346 5092; (M) 213-304-5047
janice.t.hsu@marsh.com
www.marsh.com

March 27, 2024

Ms. Diana M. Fye, BAS, CPPB
Senior Procurement Coordinator
St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084

**Subject: Request for Qualification No. 1374R
Design-Build Services for Wells**

Dear Ms. Fye:

Marsh Risk & Insurance Services is the insurance broker for Jacobs Project Management Co.'s ("Jacobs") Casualty insurance programs including General Liability, Automobile Liability, Workers Compensation and Employers Liability, and Professional Liability.

Please accept this as confirmation that we have reviewed the insurance section found in the referenced RFQ, Item H. Insurance Requirements and that upon award of the contract and the successful negotiation of contract terms, Jacobs will be able to comply with the insurance requirements included in the final negotiated contract.

Regards,

A handwritten signature in blue ink that reads 'Janice Hsu'. The signature is fluid and cursive, written over a light blue rectangular background.

Janice Hsu
Vice President
Casualty Advisory



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2024

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 1-212-948-1306
INSURED Jacobs Project Management Co. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 22667

COVERAGES **CERTIFICATE NUMBER: 750434904** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50711481 (AOS) WCU C50711559 (OH) * SCF C5071164A (WI)	07/01/23 07/01/23 07/01/23	07/01/24 07/01/24 07/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			EON G21655065 014	07/01/23	07/01/24	PER CLAIM/PER AGG 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT MGR: Dustin Dykes. CONTRACT MGR: Mike Dykes. RE: Design-Build Services for Wells. CONTRACT END DATE: 04-11-2024. PROPOSAL NUMBER: RFQ No 1374R. SECTOR: Public. St. Johns County is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER St. Johns County 500 San Sebastian View St. Augustine, FL 32084 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/02/2024

NAME OF INSURED: Jacobs Project Management Co.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

*\$2,000,000 SIR FOR STATE OF: OHIO

Licenses/Certifications

ONLINE SERVICES

LICENSEE DETAILS

5:01:18 PM 4/4/2024

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

Licensee Information

Name:	JACOBS PROJECT MANAGEMENT CO (Primary Name) JACOBS PROJECT MANAGEMENT CO (DBA Name)
Main Address:	1999 BRYAN STREET DALLAS Texas 75201
County:	OUT OF STATE
License Mailing:	1000 WILSHIRE BLVD SUITE 2100 (LEGAL) LOS ANGELES CA 90017

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35591
Status:	Current
Licensure Date:	11/15/2021
Expires:	

Special Qualifications

Qualification Effective

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Alternate Names

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State of Florida

Department of State

I certify from the records of this office that JACOBS ENGINEERING GROUP INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 12, 1987.

The document number of this corporation is P13217.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 20, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of February,
2024*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 7086770726CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwm.com

July 18, 2023

Ira Merritt
Complete Services Well Drilling Inc
9785 Well Water Rd
Jacksonville, FL 32220-1384

SUBJECT: Water Well Contractor's License No.2779

Please find enclosed your water well contractor's license as issued by the St. Johns River Water Management District on July 18, 2023. You will need to cut out the license card and maintain it in a safe place for future use.

Please contact me if you have any questions.

Sincerely,

Wesley Curtis, Hydrologist IV
Division of Water Supply Planning and Assessment
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 937-0600

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Janet Price
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STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to

Ira Merritt

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License: **2779**

Expires: **July 31, 2025**

Wesley A. Curtis



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DYKES, DUSTIN MICHAEL

6958 GATOR COVE
MELROSE FL 32666

LICENSE NUMBER: PE81388

EXPIRATION DATE: FEBRUARY 28, 2025

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TOFFERI, CHARLES DAVID

PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
164 PRINCE ALBERT AVENUE
★ ST. JOHNS FL 32259 ★

LICENSE NUMBER: CGC1533865

EXPIRATION DATE: AUGUST 31, 2024

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TOFFERI, CHARLES DAVID

PETTICOAT SCHMITT CIVIL CONTRACTORS, INC
164 PRINCE ALBERT AVENUE
★ ST. JOHNS FL 32259 ★

LICENSE NUMBER: CUC1226048

EXPIRATION DATE: AUGUST 31, 2024

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TOFFERI, CHARLES DAVID

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
6380 PHILIPS HWY
★ JACKSONVILLE FL 32216 ★

LICENSE NUMBER: CMC1250821

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TOFFERI, CHARLES DAVID

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
6380 PHILIPS HWY
JACKSONVILLE FL 32216 ★

LICENSE NUMBER: CFC1430552

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BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
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SVENSON, ERIK JOHN

323 ROSE ARBOR LANE
CHARLOTTE NC 28105

LICENSE NUMBER: PG2674

EXPIRATION DATE: JULY 31, 2024

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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DYKES, BENJAMIN HUNTER

6950 GATOR COVE
MELROSE FL 32666

LICENSE NUMBER: PE94453

EXPIRATION DATE: FEBRUARY 28, 2025

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GUNN, LAWRENCE BRADLEY

4130 TIDEVIEW DR.
JACKSONVILLE FL 32250

LICENSE NUMBER: PE65967

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GOSLOW, MARC PAUL

105 VILLAGE GREEN AVE.
SAINT JOHNS FL 32259-7914

LICENSE NUMBER: PE41733

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**STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE**

Issued to

Michael Dykes

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License: **7036**

Expires: **July 31, 2025**

Wesley A. Currier



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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MYERS, RALPH GREGORY

JACOBS PROJECT MANAGEMENT CO.
643 SW 4TH AVENUE
★ GAINESVILLE FL 32601 ★

LICENSE NUMBER: CGC1532321

EXPIRATION DATE: AUGUST 31, 2024

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ISSUED: 01/29/2024

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Section 3

Related Experience



Jacobs brings unmatched experience in Northeast Florida—successfully delivering more new and rehabilitated production well projects than anyone else!

Jacobs provides public utilities with best-in-class water engineering design, construction, and O&M services. We are a recognized leader in water supply and treatment by *Engineering News-Record* (ENR).

Because of this experience, we have had the opportunity to assist hundreds of clients, including SJCUD, with the design, permitting, and construction of their wellfields, providing an extensive foundation of lessons learned regarding well design, construction, and O&M.

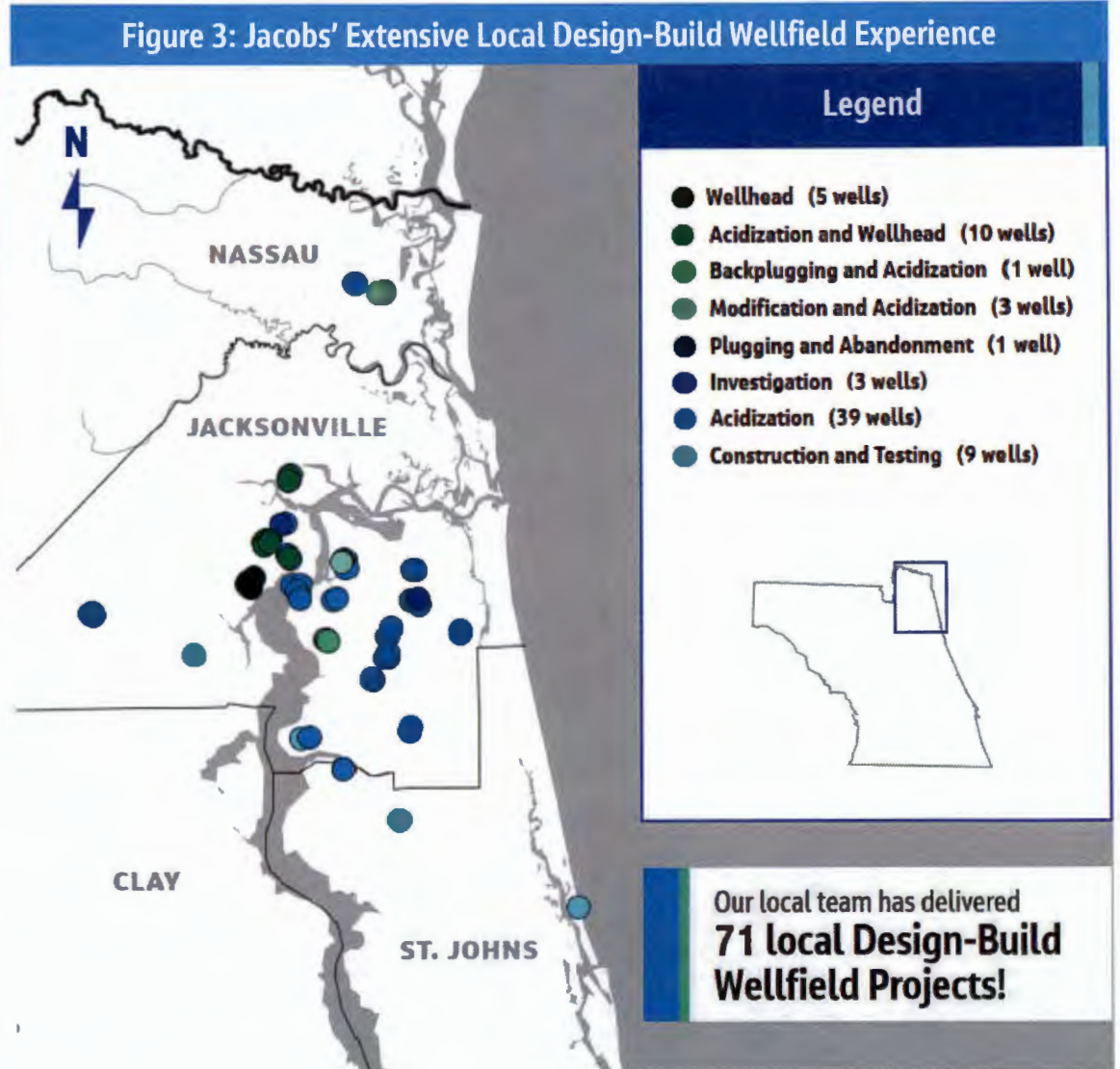
The projects highlighted in this section demonstrate our ability to design and construct production wells that are similar in scope to your Design-Build Services for Wells project in that they are reliable and cost-effective from both capital and life-cycle cost perspectives.

Figure 3 (to the right) represents our local team’s extensive Northeast Florida DB well experience.

Simply put, **the Jacobs team has unmatched volume of experience in new well design and construction.** *Figure 4* (on the following page), provides details for select projects, including project counts, capacity increase, well counts, well depth, etc. This list only includes details for new wells in Northeast Florida.

JACOBS 2023 ENR RANKINGS

- #1** Top 500 in Design Firms (2023)
- #1** Top 50 Program Management Firms (2023)
- #2** Water Supply (2023)



Section 3: Related Experience

Figure 4: Jacobs' New Well Design and Construction Experience

Our team provides unparalleled new well design and construction experience with valuable lessons learned.	DB Project Count ¹	Capacity Increase (mgd)	Well No.: Construction End Date	Well Count	Well Diameter (in)	Depth of Well (ft)	Raw Water Piping Linear Footage	Design and Construction Services	Permitting Assistance	Operational/Start-up Assistance	Well String Services	Well Construction and Testing Plan	Groundwater Modeling/CUP	Hydraulic Modelling	Performance Testing	Well Pump Selection
								■	■	■	■	■	■	■	■	■
St. Johns Forest Well No. 5, JEA	1	1.44	Jul 2022	1	16	447	686	■	■	■	■	■	■	■	■	■
Ponce de Leon Well 1R, JEA	1	0.43	Jan 2023	1	12	291		■	■	■	■	■	■	■	■	■
Deerwood WTP Wells 4, 5, 6, 7, and 8, JEA	3	15	4: Mar 1999 5: Mar 1999 6: Jan 1999 7: Jan 2004 8: Aug 2005	5	4: 20 5: 20 6: 20 7: 16 8: 20	4: 1000 5: 1000 6: 970 7: 853 8: 852	+/- 7000	■	■	■	■	■	■	■	■	■
Brierwood WTP Wells 1, 2, 3, 4, and 5, JEA	2	17.5	1: Mar 1999 2: Mar 1999 3: Feb 1999 4: Feb 1999 5: Apr 1999	5	20	1100	+/- 6000	■	■	■	■	■	■	■	■	■
Southwest WTP Well 4, JEA	1	3.5	2000	1	20	1182	+/- 700	■	■	■	■	■	■	■	■	■
Community Hall WTP Well 5, JEA	1	3.6	Mar 1999	1	20	1100	+/- 2500	■	■	■	■	■	■	■	■	■
Northwest Wells 4, 5, 6, and 7, SJCUD		10.4	4: Mar 2014 5: Apr 2018 6: Jun 2018 7: Jun 2022	4	20	4: 475 5: 375 6: 375 7: 368	-	■	■	■	■	■	■	■	■	■
Tillman Ridge Well 43R, SJCUD		1.44	Nov 2019	1	12	340	-	■	■	■	■	■	■	■	■	■
Oakridge WTP Wells 6 and 7, JEA		6	6: Sep 2004 7: May 2006	2	6: 16 7: 20	6: 903 7: 950	+/- 200	■	■	■	■	■	■	■	■	■
Cecil Commerce WTP Wells 1, 2, and 3, JEA		14	1: Sep 2000 2: Mar 2004 3: May 2005	3	20	1: 1250 2: 1251 3: 1205	+/-2500	■	■	■	■	■	■	■	■	■
Northwest WTP Well 1 and 2, JEA		7.2	1: May 2016 2: Sep 2016	2	20	1: 1294 2: 1360	1527	■	■	■	■	■	■	■	■	■
Greenland WTP Wells 1 and 2, JEA		6	Apr 2013	2	20	680	2500	■	■	■	■	■	■	■	■	■
West Nassau WTP Well 1, JEA		3.5	Sep 2010	1	20	924	600	■	■	■	■	■	■	■	■	■
Highlands WTP Well 6, JEA		3.5	Sep 2008	1	20	1275	1630	■	■	■	■	■	■	■	■	■
SJRPP Well D, JEA		3.5	Apr 2007	1	18	1056	+/- 1500	■	■	■	■	■	■	■	■	■
Southeast WTP Well 3, JEA		3	Feb 2006	1	20	903	+/- 3000	■	■	■	■	■	■	■	■	■
Ridenour WTP Wells 4, 5, 6, and 7, JEA		12	4: Jun 2003 5: Jun 2003 6: Aug 2005 7: Jun 2007	4	4: 16 5: 16 6: 20 7: 20	4: 950 5: 950 6: 950 7: 950	+/- 8000	■	■	■	■	■	■	■	■	■

Section 3: Related Experience

Our team provides unparalleled new well design and construction experience with valuable lessons learned.	DB Project Count ¹	Capacity Increase (mgd)	Well No.: Construction End Date	Well Count	Well Diameter (in)	Depth of Well (ft)	Raw Water Piping Linear Footage	Design and Construction Services	Permitting Assistance	Operational/Start-up Assistance	Well String Services	Well Construction and Testing Plan	Groundwater Modeling/CUP	Hydraulic Modelling	Performance Testing	Well Pump Selection
								■	■	■	■	■	■	■	■	■
Arlington WTP Well 5, JEA		3	Sep 2002	1	16	963	+/- 5000	■	■	■	■	■	■	■	■	■
Nassau Regional WTP Wells 2 and 3, JEA		6.4	2: Mar 2004 3: Jul 2019	2	20	2: 680 3: 900	3665	■	■	■	■	■	■	■	■	■
Westlake WTP Well 2, JEA		3.5	Nov 2004	1	20	1300	+/- 700	■	■	■	■	■	■	■	■	■
Brandy Branch WTP Well 3, JEA		3.5	Oct 2002	1	16	1250	+/- 200	■	■	■	■	■	■	■	■	■
Main Street WTP Well 13, JEA		3.6	Nov 2016	1	20	1300	135	■	■	■	■	■	■	■	■	■
Woodmere WTP Well 3, JEA		2.9	Apr 2018	1	20	800	290	■	■	■	■	■	■	■	■	■
Nocatee Augmentation Well, JEA		1.4	Aug 2017	1	12	622	90	■	■	■	■	■	■	■	■	■
Rivertown WTP Wells 1, 2, and 3, JEA		7.1	Feb 2022 May 2022 Sep 2022	3	16	473 484 473	N/A	■	■	■	■	■	■	■	■	■
Total	9	131.2		47												

Notes: ¹ New well Construction Design-Build Project Count is for new well construction only. Refer to Figure 5 for Jacobs comprehensive well Design-Build and Design-Bid-Build experience in NE Florida.

In addition to our new well construction experience, **Figure 5** (on the following page) highlights Jacobs' extensive volume of total well projects delivered by both DB and DBB methods in Northeast Florida. This unique experience of successful delivery of 71 DB projects and 59 DBB projects, combined for a total of 130 local NE Florida comprehensive wellfield construction, modification, and rehabilitation projects proves Jacobs' ability to bring SJCUD unparalleled expertise for your project.



Hendrick's Well No. 5 Casing Brushing



McDuff Well No. 1 Test Pump Installation



Royal Lakes Well No. 2A

Section 3: Related Experience

Figure 5: Jacobs' NE Florida Comprehensive Wellfield Construction, Modification, and Rehabilitation Experience


Wellfield	DB Project Count	DBB Project Count	PROJECT SERVICES								
			Well Design, Construction, and Testing	Modification, Backplugging, Abandonment, Deepening, Liner	Water Well Investigation	Production Well Rehab	Hydraulic Modeling	Pump Selection	Wellhead/Electrical/Control Design	Regulatory Permitting	
Northwest Wells 4, 5, 6, and 7, SJCU	-	4	■					■	■	■	■
Tillman Ridge Wells 43R, 47, and 48, SJCU	1	2	■	■	■	■	■	■	■	■	■
St. Johns Forest Well 5, JEA	1	-	■					■	■	■	■
Ponce de Leon Well 1R, JEA	1	-	■					■	■	■	■
Greenland Wells 1 and 2, JEA	2	2	■		■	■	■	■	■	■	■
West Nassau Well 1, JEA	-	1	■		■			■	■	■	■
Highlands Wells 1, 3, 4, and 6, JEA	4	1	■		■	■	■	■	■	■	■
SJRPP Well D, JEA	-	1	■		■			■	■	■	■
Oakridge Wells 1, 4, 5, 6, and 7, JEA	3	3	■	■	■	■	■	■	■	■	■
Southeast Wells 1, 2, and 3, JEA	2	1	■		■	■	■	■	■	■	■
Ridenour Wells 1, 2, 3, 4, 5, 6, and 7, JEA	2	6	■	■	■	■	■	■	■	■	■
Arlington 2, 3, 4, and 5, JEA	4	1	■	■	■	■	■	■	■	■	■
Cecil Commerce 1, 2, and 3, JEA	1	3	■		■	■	■	■	■	■	■
Nassau Regional Wells 1, 2, and 3, JEA	5	2	■	■	■	■	■	■	■	■	■
Deerwood Wells 1, 2, 3, 4, 5, 6, 7, and 8, JEA	7	8	■	■	■	■	■	■	■	■	■
Brierwood Wells 1, 2, 3, 4, and 5, JEA	5	4	■	■	■	■	■	■	■	■	■
Westlake Well 3, JEA	-	1	■		■			■	■	■	■
Southwest Wells 2 and 4, JEA	1	1	■		■			■	■	■	■
Brandy Branch Wells 1, 2, and 3, JEA	-	4	■	■	■	■	■	■	■	■	■
Main Street Wells 1, 3, 4, 6, 12, 10, and 13, JEA	3	5	■	■	■	■	■	■	■	■	■
Woodmere Well 3, JEA	-	1	■		■			■	■	■	■
Northwest Wells 1 and 2, JEA	-	2	■		■			■	■	■	■
Nocatee Augmentation Well, JEA	-	1	■		■			■	■	■	■
Rivertown Wells 1, 2, and 3, JEA	-	3	■		■			■	■	■	■
Fairfax 2, 3, 4, 6, 7, and 8, JEA	6	-		■	■	■	■	■	■	■	■
Hendricks 1, 2, 5, 6, 7, and 8, JEA	5	1		■	■	■	■	■	■	■	■
McDuff Wells 1, 2, 3, 4, 5, and 6, JEA	6	-		■	■	■	■	■	■	■	■
Lovegrove Wells 1, 3, and 4, JEA	2	1		■	■	■	■	■	■	■	■
Royal Lakes Wells 2A and 2B, JEA	2	-			■	■	■	■	■	■	■
Community Hall Wells 3 and 5, JEA	2	-	■		■	■	■	■	■	■	■
Lofton Oaks Well 1, JEA	1	-			■	■	■	■	■	■	■
Julington Creek Plantation Wells 1 and 2, JEA	2	-			■	■	■	■	■	■	■
Norwood Wells 1 and 4, JEA	3	-			■	■	■	■	■	■	■
Design-Build (DB) Project Total	71										
Design-Bid-Build (DBB) Project Total		59									
Well Project Grand Total		130									

Section 3: Related Experience

To demonstrate our extensive ability to design and construct production wells that are similar in scope to the Design-Build Services for Wells project, and that are reliable and cost-effective from both capital and lifecycle cost perspectives, we have provided 15 project references. A summary of how our project references meet the minimum qualifications described in the RFQ in **Figure 6** (below).

Figure 6: Summary of Jacobs' Reference Projects and How They Meet SJCUD's Minimum Qualifications

Minimum Qualifications Described in the DB Services for Wells RFQ	
①	Design and construction experience of three public water supply system projects with a value > \$1,250,000.
②	Well drilling experience showing capability of drilling at least five 16" diameter wells at least 450 feet or greater within the past 10 years.
③	Well drilling project experience showing capability of drilling and setting 30" surface casing and 20" final casing to depths of at least 350 feet below land surface (BLS) and eighteen inch (18") open borehole depths to at least 600 feet BLS.
④	Well drilling experience showing capability of drilling at least a 12" diameter well 800' BLS and setting casing within 90 calendar days of mobilizing to the site.



Project Name, Client, Firm Performing Services	✓ Minimum Qualifications
Project 1: St. Johns Forest Well No. 5 (Design-Build), JEA Jacobs, Charles Tofferi, and Complete Services	① ②
Project 2: Arlington Well No. 3 (Design-Build), JEA Jacobs, Charles Tofferi, and Complete Services	①
Project 3: Ponce de Leon WTP Well No. 1R (Design-Build), JEA Jacobs, Petticoat-Schmitt, and Complete Services	①
Project 4: Wellfield Rehabilitation Subprogram (Design-Build), JEA Jacobs and Complete Services	① ② ④
Project 5: Northwest Well No. 4, 5, 6, and 7, SJCUD Jacobs	① ②
Project 6: Tillman Ridge Well TR-43R, SJCUD Jacobs	①
Project 7: Northwest Regional WTP Wells No. 1 & 2, JEA Jacobs and Blake Hare	① ② ③ ④
Project 8: Main Street Well No. 13, JEA Jacobs and Blake Hare	① ② ③ ④
Project 9: Woodmere Well No. 3, JEA Jacobs and Blake Hare	① ② ③ ④
Project 10: Nassau Regional WTP Well No. 3 and Pipeline Project and Rehab of Wells No. 1 and 2, JEA Jacobs and Blake Hare	① ② ③ ④
Project 11: Saratoga Springs Wells, WTP, PS, and Water Distribution Main, CCUA Petticoat-Schmitt and Complete Services	① ② ④
Project 12: Rivertown WTP Production Wells No. 1, 2, and 3, JEA Complete Services and Jacobs	① ② ④
Project 13: Governor's Park WTP Production Well, CCUA Complete Services	② ③ ④
Project 14: Main Street Well No. 15, JEA Complete Services	② ③
Project 15: Crawford Diamond WTP (Design-Build), PBM Constructors Complete Services	② ④

Minimum Qualification Met

① = 12

② = 12

③ = 6

④ = 9

The Jacobs team exceeds all minimum qualifications as described in the DB Services for Wells RFQ!

Project 1: JEA, St. Johns Forest Well No. 5 (Design-Build)

St. Johns County, FL

Firm Name Work Performed Under: Jacobs

Reference: Allan Boree, PE, Project Manager, T: 904-514-5666, boree@jea.com (JEA)

Project Cost: \$2M

Project Dates: 2021 to 2022

Team Members Involved: Mike Dykes (Principal-in-Charge), Dustin Dykes (Design-Build PM), Erik Svenson (Hydrogeologist), Marc Goslow (Lead Electrical/I&C Engineer), Larry Gunn (Lead Mechanical Engineer), Blake Roberts (Project Hydrogeologist/Safety Liaison), Parker Dykes (Construction Oversight), Charlies Tofferi (Project Manager), Complete Services Well Drilling

Project Description

Summary: JEA identified the area served by the St. Johns Forest Water Treatment Plant (WTP) as a rapidly developing area with increased water demands. Considering the age, size, and condition of the existing wells and projected water demands, JEA determined that a new production well was needed to improve system reliability and increase capacity.

Jacobs delivered the St. Johns Forest WTP Well No. 5 project using a Progressive Design-Build (PDB) delivery approach. Despite supply chain challenges and other COVID-19 related disruptions, **the project was delivered under budget and in about half the time of traditional Design-Bid-Build delivery.**

At completion, the combined production capacity of the primary wells in the St. Johns Forest WTP Wellfield increased from 1.3 to 2.74 mgd. Additionally, the WTP's available production capacity to meet peak demand was more than doubled from 1.3 mgd to 3.1 mgd in about one year from the notice to proceed from JEA.

Project Delivery Method and Schedule: This project was delivered using the PDB delivery approach under At-Risk T&Cs for the Water and Wastewater Capital Program contract.

We will use a similar delivery method for the proposed work to be completed under SJCUD's contract to deliver new wells, wellheads, and raw water pipelines.

Project Background and Summary of Services: The St. Johns Forest WTP was previously served by two 8-inch by 6-inch-diameter upper Floridan aquifer production wells (Well Nos. 1D and 2D). These wells provided a combined total of 1.3 mgd of raw water to the WTP. JEA recognized that the total capacity provided by the existing wells was insufficient to meet projected water demands in the rapidly growing service area.

Jacobs provided engineering design, permitting, construction, and testing services for a new 16-inch diameter upper Floridan aquifer production well (Well No. 5) along with an 8-inch wellhead and approximately 645 total linear feet of 10- and 20-inch raw water piping to convey raw water from the new well to the St. Johns Forest WTP.

Design Services: The supply well included development of the SJRWMD-approved well construction, testing plan, and preparation of the drilling and testing technical specifications.



Well Construction and Testing: Well construction consisted of a 16-inch diameter steel final casing cemented in place to a depth of 287 feet below land surface (bls), with a nominal 15-inch open interval extending from the base of the 16-inch steel casing to a total depth of ~ 450 feet bls. The well was constructed with one concentric outer casing, a 24-inch diameter surface casing installed to a depth of 82 feet bls.

The well testing program included video and geophysical logging, water quality sampling, lithologic evaluation, and well and aquifer performance testing. Following well completion, Jacobs compiled and submitted a well construction and testing report to the SJRWMD.

Pump Selection Services: To expedite the schedule and mitigate long lead times, **Jacobs implemented an innovative pump sizing/selection approach to pre-select and pre-purchase the 1,000-gpm vertical turbine pump prior to drilling Well No. 5.** The process required unique expert-estimation of aquifer potentiometric surface levels and well performance, as well as estimates of future potentiometric surface levels and well performance. Hydraulic modeling was conducted using estimated initial and future inputs to develop wellfield system curves representing initial low-head and future high-head conditions. These system curves were used in conjunction with pump curves to a range of head conditions.

Section 3: Related Experience

Jacobs' deliverables included a pump selection technical memorandum and data sheet summarizing pump requirements such as guarantee point, horsepower, bowl efficiency, BEP, bowl size, impeller trim diameter, pump setting depth, column pipe diameter, and discharge flange.

Permitting Services: We provided extensive permitting services, including an SJRWMD Water Well Construction Permit, St. Johns County Minor Commercial Permit, and an FDEP Public Drinking Water Facility Construction Permit for the well and pipeline. We helped JEA incorporate Well No. 5 into JEA's Consumptive Use Permit (CUP) No. 88271 through a CUP letter modification which included the reclassification of Well No. 1D as a backup and authorized use of Well No. 5 as a primary well.

Project Value: Following successful completion of this project, the combined production capacity of the primary wells in the St. Johns Forest WTP Wellfield increased from 1.3 mgd to 2.74 mgd because of the permitting reclassification and construction of Well No. 5. The WTP's available production capacity to meet peak demand was more than doubled from 1.3 mgd to 3.1 mgd.

Budget, Schedule, and QC: Design services for the wellhead and raw water pipeline were delivered using an accelerated DB phasing approach which included 30, 90, and final design phases. Using this customized design approach allowed Jacobs to **minimize review phases saving the project time and money**. Jacobs used the 90% wellhead and pipeline design to bid and select a wellhead contractor to help expedite the start of the project, mitigate schedule drift, and allow earlier procurement of materials.

Working Relationship with Subcontractors: Complete Services was selected as the well drilling contractor for the project

through a competitive bid and best-value selection process. Under the direct supervision of Jacobs, Complete Services successfully completed construction of St Johns Forest Well No. 5 in **less than 70 calendar days** while maintaining a safe working environment and having zero reportable incidents.

Jacobs will team with Complete Services to construct new water production/augmentation wells for your solicitation. **We will leverage our strong working relationship with Complete Services evidenced through the construction of Well No. 5, and multiple other projects, to deliver exceptional and efficient well work to SJCUD.**

Jacobs selected Sawcross as the wellhead and pipeline contractor through a competitive bid and best value selection process. Under the direct supervision of Jacobs, Sawcross successfully completed construction of a new 8-inch wellhead facility comprised of aboveground piping, mechanical and electrical appurtenances, I&C, and approximately 240 and 405 linear feet of 10-inch and 20-inch ductile iron raw water main, respectively. Power was fed to the new wellhead facility by modifying the existing motor control center (MCC) in the high service pump building and installing approximately 390 feet of electrical duct bank to connect the new wellhead facility to the MCC.

Lastly, Charles Tofferi, a former Sawcross project manager during the St. Johns Forest Well No. 5 project, is now employed by Petticoat-Schmitt. **Jacobs will team with Petticoat-Schmitt to provide wellhead and pipeline construction services for well projects under this solicitation. A critical working relationship and experience developed during this project (as well as numerous other well projects) will play a key role in Jacobs' project delivery approach.**



St. Johns Forest Well No. 5

Section 3: Related Experience

Project 2: JEA, Arlington Well No. 3 (Design-Build)

Jacksonville, FL

Firm Name Work Performed Under: Jacobs

Reference: Andy May, Project Manager, T: 904-759-8035, E: mayar@jea.com (JEA)

Project Cost: \$900k

Project Dates: 2019 to 2020

Team Members Involved: Dustin Dykes (Project Manager/Civil Design Lead), Erik Svenson (Hydrogeologist), Larry Gunn (Lead Mechanical Engineer), Mike Dykes (Principal in Charge/QC), Charles Tofferi (Project Manager), Complete Services Well Drilling

Project Description

Summary: The reconstruction of Arlington Well No. 3 was performed as part of the Fairfax/McDuff Well Rehabilitation Program and included both well and wellhead reconstruction. The well improvements leveraged JEA's existing infrastructure for a cost-effective water supply solution that resulted in essentially a brand new well in the Arlington Wellfield. The well reconstruction portion was executed DB by Jacobs with Complete Services, our partnering subcontractor, as the well driller. The well modification and construction were delivered through DB, the work included nearly every type of well construction activity performed within JEA's extensive wellfield systems and resulted in new well infrastructure for JEA constructed within an existing well-bore. The demolition and reconstruction of the wellhead included design and services during construction by Jacobs, with the wellhead contractor (lead by PM Charles Tofferi) was contracted directly by JEA. Because the wellhead contractor was already under contract, Jacobs worked very closely with the owner-contracted subcontractor from start to finish throughout the entire design phase and continued through final completion of construction.

This project addressed water quality issues in the south-grid, as well as improved well production and longevity. The following activities were performed on this well: well investigation, slow-rate acidization using HCl to enhance capacity, under-reaming (drilling to enlarge the well-bore) to further enhance capacity, installation of a new 12-inch diameter steel production casing, and backplugging to plug-off the lower poor quality producing zone from the well bore.



Working Relationship with Subcontractors: Jacobs contracted directly with Complete Services to provide well support services during SRA, underreaming, casing liner installation, backplugging, and testing activities.

Jacobs worked closely with JEA's wellhead contractor, Sawcross, under the leadership of Charles Tofferi as Project Manager, during wellhead design and construction and provided services during wellhead construction.

Budget, Schedule and QC: Arlington Well No. 3 was reconstructed at approximately **half the cost of a new well in this area**. Because the contractor was already contracted through JEA prior to design initiating and a cost was negotiated during the design phase, the schedule was drastically reduced from a design-bid-build execution.

Project 3: JEA, Ponce de Leon WTP Well No. 1R (Design-Build)

Ponte Vedra Beach, FL

Firm Name Work Performed Under: Jacobs

Reference: Vielka Garcia, Staff Engineer, T:401-365-9423, E: garcvm2@jea.com (JEA)

Project Cost: \$2M

Project Dates: 2023

Team Members Involved: Mike Dykes (Principal-in-Charge), Dustin Dykes (Design-Build PM), Erik Svenson (Hydrogeologist), Marc Goslow (Lead Electrical/I&C Engineer), Larry Gunn (Lead Mechanical Engineer), Blake Roberts (Project Hydrogeologist/Safety Liaison), Parker Dykes (Construction Oversight), Charles Tofferi (Petticoat Schmitt), Blake Hare (Complete Services Well Drilling)

Project Description

Summary: JEA recently experienced a decline in the available water supply at the Ponce de Leon WTP due to a major decline in production from one of only two production wells servicing this water treatment plant. Due to the imminent need for

additional water supply capacity and anticipated failure of existing Well No 1R., JEA contracted with Jacobs to permit, design, and construct a new replacement well and wellhead

Section 3: Related Experience

facility on the WTP site to improve system reliability and quickly increase capacity.

Jacobs delivered the Ponce de Leon WTP Replacement Well 1R project using the PDB delivery approach. At completion, the production capacity of the Ponce de Leon WTP Wellfield doubled.

Project Delivery Method and Schedule: This project was delivered using the PDB delivery approach under At-Risk T&Cs for the Water and Wastewater Capital Program contract.

We will use a similar delivery method for the proposed work to be completed under this new contract to deliver new wells, wellheads, and raw water pipelines for SJCUD.

Project Background and Summary of Services: The Ponce de Leon WTP was previously served by one 6-inch by 4-inch-diameter and one 12-inch diameter upper Floridan aquifer production well (Well Nos. 1 and 3). These wells provided a combined total of 1 mgd of raw water to the WTP. Recently Well No. 1 experienced a decline in production capacity as well as observed sand production. JEA recognized that the total capacity provided by the existing wells was insufficient to meet projected water demands in the rapidly growing service area and tasked Jacobs with rapidly constructing a new replacement well for Well No. 1. During the construction of the Well No. 1 replacement well JEA informed Jacobs that the existing Well No. 1 had failed entirely, leaving the service area with only one well producing water and requested Jacobs expedite wellhead construction to get the well in service as soon as possible. Jacobs, Complete Services and Petticoat-Schmitt immediately responded and put together a plan to rapidly place the new well into emergency service. **The team successfully was able to place the well into temporary emergency service within 10 days of notice by JEA.**



Ponce de Leon WTP Well No. 1R

Jacobs provided engineering design, permitting, construction, and testing services for a new 12-inch diameter upper Floridan aquifer production well (Well No. 1R) along with a 6-inch wellhead to supply water to the Ponce de Leon WTP. The existing Well No. 1 was also abandoned as part of this project.

Design Services: The supply well included development of the SJRWMD-approved well construction, testing plan, and preparation of the drilling and testing technical specifications. The wellhead included design drawings and specifications at 50%, 90%, final milestones, submittals, FDEP permitting, and startup.

Well Construction and Testing: Well construction consisted of a 12-inch diameter steel final casing below grade with a 12-inch stainless steel casing at the top extending above land surface, cemented in place to a depth of 234 feet below land surface (bls), with a nominal 11-inch open interval extending from the base of the 12-inch steel casing to a total depth of ~ 291 feet bls. The well was constructed with one concentric outer casing, an 18-inch diameter surface casing installed to a depth of 72 feet bls.

The well testing program included video and geophysical logging, water quality sampling, lithologic evaluation, and well and aquifer performance testing. Following well completion, Jacobs compiled and submitted a well construction and testing report to the SJRWMD.

Pump Selection Services: To expedite the schedule and mitigate long lead times, **Jacobs implemented an innovative pump sizing/selection approach to pre-select and pre-purchase the 300-gpm submersible turbine pump during well construction prior to completion of design of the wellhead. This made the final production pump available to be installed when called for to be placed into emergency service.** The process required unique expert-estimation of aquifer potentiometric surface levels and well performance, as well as estimates of future potentiometric surface levels and well performance. Hydraulic modeling was conducted using estimated initial and future inputs to develop wellfield system curves representing initial low-head and future high-head conditions. These system curves were used in conjunction with pump curves to range of head conditions. Jacobs' deliverables included a pump selection technical memorandum and data sheet summarizing pump requirements such as guarantee point, horsepower, bowl efficiency, BEP, bowl size, impeller trim diameter, pump setting depth, column pipe diameter, and discharge flange.

Permitting Services: We provided extensive permitting services, including an SJRWMD Water Well Construction Permit and an FDEP Public Drinking Water Facility Construction Permit for the well and pipeline. We helped JEA incorporate Well No. 1R into JEA's Consumptive Use Permit (CUP) No. 88271 through a CUP letter modification which included the abandonment of Well No. 1 and authorized use of the Well No. 1R as a primary well.

Project Value: Following successful completion, the combined production capacity of the primary wells in the Ponce de Leon

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WTP Wellfield doubled because of the permitting and construction efforts.

Budget, Schedule, and QC: Design services for the wellhead and raw water pipeline were delivered using an accelerated design-build phasing approach which included 50, 90, and final design phases. **Using this customized design approach allowed Jacobs to minimize review phases saving the project time and money.** Jacobs subcontracted at the start of the project with its partnering subcontractor Petticoat Schmitt and prepared an early procurement package to purchase the electrical gear, control panels, flow meter and other long lead items early in the design phase so they would be available as soon as possible following completion of design.

Working Relationship with Subcontractors: Complete Services was selected sole-source as the well drilling contractor for the project. Under the direct supervision of Jacobs, Complete Services **successfully completed construction of Ponce de Leon Well No. 1R in 34 calendar days** spanning the Christmas and New Year's holidays (December 1, 2022, through January 17, 2023) while maintaining a safe working environment and having zero reportable incidents.

Jacobs will team with Complete Services to construct new water production wells for this solicitation. **We will leverage**

our strong working relationship with Complete Services as was done during the construction of Well No. 1R to deliver exceptional and efficient well work to SJUD.

Jacobs selected Petticoat-Schmitt as the wellhead and pipeline contractor for the wellhead construction portion of Well No. 1R. Under the direct supervision of Jacobs, Petticoat-Schmitt successfully completed construction of a new 6-inch stainless-steel wellhead facility comprised of aboveground piping, mechanical and electrical appurtenances, I&C and tapped connection to the existing raw water main. Power was fed to the new wellhead facility by modifying the existing motor control center (MCC) in the high service pump building and installing a new electrical service to connect the new wellhead facility to the MCC. Also, before wellhead construction began, Petticoat Schmitt responded to the request for assistance allowing the well to be placed into service if needed.

Jacobs will team with Petticoat-Schmitt to provide wellhead and pipeline construction services for well projects under this solicitation. An excellent working relationship and immense experience developed during this project will play a key role in Jacobs' project delivery approach.

Project 4: JEA, Wellfield Rehabilitation Subprogram (Design-Build)
Jacksonville, FL

Firm Name Work Performed Under: Jacobs

Reference: Oliver Domingo, Water/Wastewater Program Manager, T: 904-571-7146, E: domioc@jea.com (JEA)

Project Cost: \$35M

Project Dates: 2013 to Present

Team Members Involved: Erik Svenson (Wellfield Program Manager, STC), Mike Dykes (Principle-in-Charge), Dustin Dykes (Project Manager, Engineer), Blake Roberts (Project Manager, Hydrogeologist), Parker Dykes (Construction Inspector), Ben Dykes (Pumps and Wellfield Hydraulic Modeler, Site/Civil), Marc Goslow (Electrical and I&C), Larry Gunn (Mechanical), Steve Eakin (ERP Permitting and Wetlands), Charles Tofferi (Project Manager), Complete Services Well Drilling

Project Description

Summary: JEA Wellfield Rehabilitation Subprogram has been executed over several multi-year wellfield contracts aimed to improve JEA's wellfield water supply capacity and water quality through implementation of well investigation, acidization, modification, and construction projects. These projects involve increasing the production capacity and efficiency of JEA's underperforming wellfields through innovative well acidization techniques, restoration of old unused wells, rehabilitation of older wellhead facilities through redesign or replacement of aging mechanical and electrical appurtenances and equipment and raw water piping, and design, permitting, and construction of new production wells and wellhead facilities. In addition, Jacobs has designed and executed multiple well modification projects to address JEA's south grid wellfield water quality challenges through backplugging of multi-zone production wells that are hydraulically connected to deep sources of brackish quality water. Most of these projects are being

delivered using DB with our trusted subcontracting partners Complete Services, Petticoat Schmitt, and Smith Surveying.

Jacobs has delivered more than 55 well acid rehabilitation projects to stimulate wellfield production and increase well efficiency, 25 well backplugging applications to improve water quality in south grid wellfields experiencing brackish water intrusion, 5 casing liner installation projects to re-establish casing integrity, 20 wellhead facility rehabilitation design and construction projects to replace aging infrastructure, 68 well permitting, design, and construction projects, 100 well pump selection and modification evaluations, 21 calibrated wellfield hydraulic transmission models used to evaluate pumping requirements for newly rehabilitated and modified wells, and 21 groundwater models to evaluate wellfield pumping impacts.

Well Rehabilitation Services: Most of JEA's older water supply wells have experienced a significant reduction in production capacity. This capacity reduction is caused by borehole

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inefficiency from mineral deposition and the clogging of pore spaces in the water-producing zones in the aquifer. To address this issue, the Jacobs wellfield team has developed a unique SRA method to increase the production capacity and efficiency of wells. The SRA method introduces a diluted HCl solution to strategic locations in wellbore at a slow rate using a simple, innovative system to control acid concentration and flow rate. This method uses less HCl than the amount used in common acidization approaches, and the rate of reaction is slower because it maintains a low solution strength and lower placement rate. With a sufficiently slow reaction rate, CO₂ remains soluble at borehole pressures preventing dangerous pressure spikes and inadvertent release of CO₂ gas, making the process safer and more predictable than traditional methods.



The effectiveness of the SRA application is evaluated based on results from post-rehabilitation well performance tests. To date, Jacobs has rehabilitated more than 55 JEA supply wells using the SRA method which has resulted in an average specific capacity increase of 300%. As a result of this work, **Jacobs has increased JEA's water supply system capacity by approximately 44 million gallons per day, since 2015. Potential annual energy cost savings resulting from these rehabilitation projects average \$9,500, with an average payback period of approximately 10 years.**

Well Modification Services: We developed and executed multiple well modification projects under JEA wellfield services to address JEA's south grid water quality challenges through backplugging of multi-zone production wells that are hydraulically connected to deep sources of brackish quality water. Backplugging reduces the depth of the open-hole intervals so that water production comes from the upper-producing zone, where water quality is generally more favorable. The rate of upward migration of lower-quality water can be minimized and the contribution of the deeper zone water to the production reduced or eliminated altogether. Backplugging projects have resulted in improved water quality with chloride ion concentration reductions of up to 80% and reversal of increasing trends. Jacobs has installed several casing liners in aging well to re-establish well integrity extending the life of the wells for several more decades at a fraction of the cost of replacement.

We are identifying backup reliability wells in JEA's service area to provide additional water supply capacity to help meet peak period demands. As part of this program, Jacobs is providing well siting, design, permitting, and construction services for new backup wells needed to make up lost wellfield capacity, as well as replacement of aging unusable wells. We are delivering these construction projects using the D/B delivery approach. Services included project planning and prioritization and design, permitting, resiliency reviews, and construction of the wells, wellhead facilities, associated electrical and instrumentation controls and appurtenances, raw water piping to convey water from the wells to the water treatment plants, and site/civil improvements. Jacobs recently completed two design/build well construction projects (St Johns Forest Well No. 5 and Ponce de Leon Well No. 1R) for JEA totaling approximately \$2M each.

**Project 5: SJCUD,
Northwest Wells No. 4,
5, 6, and 7**
St. Augustine, FL

Firm Name Work Performed Under: Jacobs

Reference: Barry Stewart, Water Division Manager, T: 904-209-2645, E: bstewart@sjcfl.us (SJCUD)

Project Cost: \$570k

Project Dates: 2014 to 2024

Team Members Involved: Larry Gunn (PM, Mechanical), Erik Svenson (Lead Hydrogeologist), Dustin Dykes (Engineer), Blake Roberts (Hydrogeologist), Parker Dykes (Construction Inspector), Ben Dykes (Pumps and Wellfield Hydraulic Modeler), Marc Goslow (Electrical and I&C), Rich Morrison (Site/Civil), Steve Eakin (Permitting and Wetlands)

Project Description

Summary: Jacobs provided engineering services for the design, permitting, bidding, construction, and testing of four, 20-inch diameter upper Floridan aquifer production wells, with a design flow rate of 1,800 gpm each, four wellhead facilities, and approximately 3,000 linear feet of raw water piping to provide additional water supply to the Northwest WTP. These four well projects were delivered under three separate task orders.

Design services for the supply wells included development of the SJRWMD-approved well construction and testing plans and preparation of the drilling and testing technical specifications and drawings. The production wells were constructed with 20-inch-diameter steel final casing cemented in place to a depth ranging between 234 and 243 feet below land surface (bls), with a nominal 19-inch open intervals extending from the base of the 20-inch steel casings to a total depths ranging between

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375 and 475 feet bls. The wells were constructed with one concentric outer casing; a 30-inch surface casing installed to depths of 70 and 80 feet bls.



Our team implemented a customized pump sizing/selection approach that integrates well performance testing data and wellfield pipeline hydraulic modeling. The process required initial estimates of aquifer potentiometric surface levels and well performance, as well as estimates of future potentiometric surface levels and well performance. Hydraulic modeling was conducted using the initial and future inputs to develop wellfield system curves representing initial low-head and future high-head conditions. These system curves were used in

conjunction with pump curves to select the appropriate pumping over the expected range of head conditions. Jacobs's deliverable included a pump selection and data sheet summarizing pump requirements such as guarantee point, horsepower, bowl efficiency, BEP, bowl size, impeller trim diameter, pump setting depth, column pipe diameter, and discharge flange.

Design and construction of the wellhead facilities included site/civil work, wellhead piping and appurtenances, production pump sizing, selection, and startup, electrical, I&C, and site and access road development. This work has resulted in approximately 10.4 mgd of additional wellfield capacity required to meet the increasing water demand in the service area and to provide SJUD more flexibility in wellfield operations and resource management.

Jacobs also provided extensive permitting services, including ERP and wetland delineation services and compiling and submitting for approval the SJRWMD construction and testing plans, SJRWMD storm water permit determination letter, FDEP Public Drinking Water Facility Construction Permit, and the St Johns County Development review.

**Project 6: SJUD,
Tillman Ridge Well 43R**
St. Augustine, FL

Firm Name Work Performed Under: Jacobs

Reference: Barry Stewart, Water Division Manager, T: 904-209-2645, E: bstewart@sjcfl.us (SJUD)

Project Cost: \$145k

Project Dates: 2018 to 2020

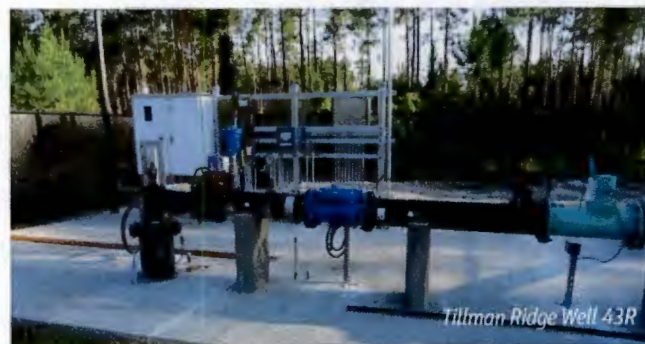
Team Members Involved: Mike Dykes (Principal-in-Charge), Erik Svenson (Project Manager/Senior Hydrogeologist), Dustin Dykes (Site/Civil), Larry Gunn (Mechanical), Rich Morrison (Design Manager), Clement Anson (Structural), David Lassiter (Electrical I&C), Blake Roberts (Well Construction), and Parker Dykes (Well/Wellhead Construction)

Project Description

Summary: Jacobs provided engineering services for the abandonment and replacement of production well TR-43 in SJUD's Tillman Ridge Wellfield. The production well was abandoned and replaced because of sand production issues. Engineering services included permitting, design, bidding, construction, and testing of a new 12-inch diameter upper Floridan aquifer replacement well and abandonment of an existing well of similar construction and wellhead facility. Permitting services included preparation of a SJRWMD-approved well abandonment plan, consumptive use permit (CUP) letter modification, and well construction and testing plan, stormwater determination letter, FDEP permit to construct public water system components, and FDEP certificate of completion.

The existing well was located approximately 50 feet from the replacement well and abandoned using approximately 5 cubic yards pea gravel to preserve the production interval, followed by 14 cubic yards of neat cement placed from top of gravel to land surface to seal the well. Construction of the replacement well included a 12-inch-diameter steel final casing cemented

in place to a depth of 227 feet bls, with a nominal 12-inch open interval extending from the base of the 12-inch steel casing to a total depth of approximately 340 feet bls. The well was constructed with an 18-inch outer surface casing installed to a depth of approximately 105 feet bls. The design production rate of the well was 1,000 gpm.



The well testing program included video and geophysical logging, water quality sampling, lithologic evaluation, and well and aquifer performance testing. Testing results indicated that approximately 55% of the well's production occurs from the

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base of the 12-inch final casing to a depth of 260 feet bls, and the remaining 45% of the flow contribution to the well originates from interspersed permeable layers between 290 and 315 feet bls. Based on well performance testing, the specific capacity and of TR-43R was estimated to be 35.7 gpm/ft, at the design pumping rate of 1,000 gpm.

Wellhead facility design and construction included a replacement wellhead facility, raw water yard piping, wellhead appurtenances, pump sizing, selection, and startup, electrical, I&C, and site work construction.

Project 7: JEA, Northwest Regional WTP Wells No. 1 & 2 Jacksonville, FL

Firm Name Work Performed Under: Jacobs

Reference: Mickey Willoughby, JEA Project Manager, T: 865-661-7494, E: willml@jea.com (JEA)

Project Cost: \$8.5M

Project Dates: 2016 to 2018

Team Members Involved: Mike Dykes (Principal-in-Charge), Larry Gunn (Project Manager/Mechanical), Clement Anson (Structural), Marc Goslow (Electrical/I&C), Richard Morrison (Site/Civil), Dustin Dykes (Well/Wellhead Construction), Blake Roberts (Well Construction), Erik Svenson (Lead Hydrogeologist)

Project Description

Summary: Jacobs provided engineering services for design, permitting and construction of the Northwest Regional WTP project, which included design and permitting of two water supply wells and associated raw water pipeline, and the specification of major production well equipment.



At the time, this new WTP was intended to provide additional water capacity to supplement the Highlands WTP and its wells to serve the great Northwest Duval County quadrant. There were several planned urban developments, regional activity centers, and proposed developments of the regional impacts,

primarily within the Northwest Duval quadrant and to the Northwest and Northeast portions of the North Grid. The initial phase was designed for a maximum daily demand (MDF) of 6.5 mgd (well-limited). Ultimately, the plant can be expanded to 13 mgd MDF. The general scope of the project included:

- Two 20" diameter final casing Floridan Aquifer water supply wells, wellhead equipment, and raw water piping from wells to WTP
- One 2 MG Precon pre-stressed concrete ground storage tank with tray aeration and ventilation system
- Four high service pumps (two 3,400 gpm, two 1,700 gpm)
- Small wastewater lift station to handle sanitary waste and process water/drain water
- Fully automated chemical feed system and SCADA system
- Concrete slab with canopy design for the sodium hypochlorite tanks and skid-mounted chemical feed pumps
- Two finished water exit points, one 24-inch diameter polyvinylchloride (PVC) and one 30-inch diameter PVC
- New emergency generator for backup power to operate the WTP
- Tray aeration and chlorination for sulfide removal

Jacobs also provided permitting assistance for an ACOE Nationwide Compliance Certification, SJRWMD/ACOE ERP, EPA NPDES General Permit Application for Construction, FDEP Public Drinking Water Facility Construction Permit for the WTP and Water Supply Wells, City of Jacksonville 10-Set Permit, Storm Water Permit Determination, and Well Drilling Construction Permit Application.

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Project 8: JEA, Main Street Well No. 13

Jacksonville, FL

Firm Name Work Performed Under: Jacobs
Reference: Allan Boree, PE, Project Manager, T: 904-514-5666, borea@jea.com (JEA)
Project Cost: \$1.8M
Project Dates: 2015 - 2017
Team Members Involved: Mike Dykes (PIC), Erik Svenson (Lead Hydrogeologist), Larry Gunn (Project Manager/Mechanical), Marc Goslow (Electrical/I&C), Blake Roberts (Well Construction), Dustin Dykes (Lead Civil), Clement Anson (Structural)

Project Description

Summary: The Main Street Well No. 13 project is an integral part of JEA's Main Street WTP Wellfield Improvement Plan. This plan allows JEA to better comply with its SJRWMD issued CUP.

The project scope includes permitting, design, construction, and testing of a new 2,500-gpm water supply well with a 20-inch casing, 12-inch well-head piping and appurtenances, 16-inch raw water piping, associated electrical and I&C, landscaping and irrigation, and a civil site design. Hydraulic modeling and selection of a 2,500-gpm vertical turbine pump were also included.

Project challenges and innovation for the new well involved obtaining a permitting setback variance from FDEP and SJRWMD, managing and discharging drilling and testing fluids, and site constraints that required negotiating temporary construction easements from an adjacent neighbor. Also, the wellhead design included development of a variable frequency

drive (VFD) design that allows JEA to control the pumping rate. Well No. 13 is the first JEA production well to be designed with a VFD motor. JEA has not determined a final pumping control strategy; therefore, provisions were incorporated into the electrical and I&C designs that allow JEA to test multiple control strategies.



Project 10: JEA, Woodmere WTP Well No. 3 and Storage Tank Replacement

Jacksonville, FL

Firm Name Work Performed Under: Jacobs
Reference: Allan Boree, PE, Project Manager, T: 904-514-5666, borea@jea.com (JEA)
Project Cost: \$3.6M
Project Dates: 2017 to 2018
Team Members Involved: Mike Dykes (Principal-in-Charge), Larry Gunn (Project Manager/Mechanical), Clement Anson (Structural), Marc Goslow (Electrical/I&C), Richard Morrison (Site/Civil), Dustin Dykes (Well/Wellhead Construction), Blake Roberts (Well Construction), Erik Svenson (Lead Hydrogeologist)

Project Description

Summary: We provided professional engineering services for design, permitting and construction for the Woodmere WTP which included design and permitting of a water supply well and GST.

The Woodmere WTP has a permitted capacity of 3.54 mgd that is restricted by the consumptive use permit limit of 1.35 mgd and a single functioning well (Well No. 2 at 2,000 gpm). The new 2,000 gpm Well No. 3 is intended to provide a backup water source for firm capacity. The existing GST was in deteriorating condition and required replacement. A new pre-stressed concrete storage tank was designed and includes a requirement for a 10-year warranty for interior coatings.

Jacobs also provided permitting assistance for a SJRWMD/ACOE ERP, EPA NPDES General Permit Application for Construction, FDEP Public Drinking Water Facility Construction Permit for the WTP and Water Supply Wells, City of Jacksonville

10-Set Permit, Storm Water Permit Determination, and Well Drilling Construction Permit Application.



The general scope of the project included:

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- One 20-inch-diameter final casing Floridan Aquifer water supply well, wellhead equipment, and raw water piping from well to WTP.
- One 2,000 gpm vertical turbine pump driven by a variable speed drive.
- One 0.75 mg PreCon, pre-stressed concrete ground storage tank with tray aeration and overflow structure.
- Pipe, valves, and magnetic flow meters.
- Piping improvements to simplify installation of future high service pump station and sodium hypochlorite disinfection facility.
- Demolition of existing GST and pump house.
- Landscaping improvements adding over 50 new trees.

Project 9: JEA, Nassau Regional WTP Well No. 3 and Pipeline Project & Rehabilitation of Wells No. 1 & 2 Nassau County, FL

Firm Name Work Performed Under: Jacobs

Reference: Allan Boree, Project Manager, T: 904-514-5666, E: boread@jea.com (JEA)

Project Cost: \$3.72M

Project Dates: 2017 to 2020

Team Members Involved: Mike Dykes (Principal-in-Charge), Erik Svenson (Project Manager/Senior Hydrogeologist), Dustin Dykes (Site/Civil), Larry Gunn (Mechanical), Rich Morrison (Design Manager), Clement Anson (Structural), Marc Goslow (Electrical I&C), Blake Roberts (Well Construction)

Project Description

Summary: Jacobs provided design, permitting, construction, and testing services for a 20-inch diameter upper Floridan aquifer production well (Well No. 3) to serve JEA's Nassau Regional WTP. The well was constructed on JEA's Nassau Regional water reclamation facility property located approximately 2,000 feet west of the WTP. The 2000-gpm water supply well was designed to provide additional capacity to the Nassau Regional WTP to meet peak customer demands in the service area and improve system reliability. Design services for the supply well included development of the SJRWMD-approved well construction and testing plan and preparation of the drilling and testing technical specifications. Well construction consisted of a 20-inch-diameter steel final casing cemented in place to a depth of 470 feet below land surface (bls), with a nominal 19-inch open interval extending from the base of the 20-inch steel casing to a total depth of approximately 900 feet bls. The well was constructed with two concentric outer casings; a 36-inch-diameter pit casing installed to a depth of 60 feet bls and a 30-inch surface casing installed to a depth of 120 feet bls.

The testing program included video and geophysical logging, water quality sampling, lithologic evaluation, and well and aquifer performance testing. Testing results indicated that approximately 80% of the well's production occurs from the base of the 20-inch final casing to a depth of approximately 760 feet bls, and the remaining 20% of the flow contribution to the well originates from interspersed permeable layers below approximately 840 feet bls. Based on well performance testing, the specific capacity and efficiency of Well No. 3 was estimated to be approximately 81 gpm/ft and 82%, respectively, at the design pumping rate of 2,000 gpm.

Jacobs also provided design, permitting, and oversight services during construction of a new 12-inch wellhead facility that is comprised of aboveground piping, mechanical and electrical appurtenances, I&C, and approximately 4,000 linear feet of

buried 12-inch raw water piping to convey raw water from the well to the WTP. Pump sizing and selection was performed following well construction and testing.



The Jacobs team implemented a customized pump sizing/selection approach that integrates well performance testing data and wellfield pipeline hydraulic modeling. The process required initial estimates of aquifer potentiometric surface levels and well performance, as well as estimates of future potentiometric surface levels and well performance. Hydraulic modeling was conducted using the initial and future inputs to develop wellfield system curves representing initial low-head and future high-head conditions. These system curves were used in conjunction with pump curves to select the appropriate pumping over the expect range of head conditions. Jacobs's deliverable included a pump selection technical memorandum and data sheet summarizing pump requirements such as guarantee point, horsepower, bowl efficiency, BEP, bowl size, impeller trim diameter, pump setting depth, column pipe diameter, and discharge flange.

As part of this project, Jacobs also provided design, permitting, and construction services for approximately 1,000 linear feet of 24-inch diameter finished water main (FWM) to deliver finished water from the Nassau Regional WTP to the existing

Section 3: Related Experience

16-inch FWM located in the eastern right-of-way of Amelia Concourse. The new 24-inch FWM replaced a segment of existing 16-inch FWM located within the utility easement north of the WTP property extending west to Amelia Concourse. Increasing the diameter of the FWM reduced excessive pressure losses that occurred in the existing FWM and improve overall system delivery and reliability.

Jacobs also provided extensive permitting services including ERP and wetland delineation services and compiling and submitting for approval the SJRWMD Consumptive Use Permit letter modification, SJRWMD storm water permit determination letter, FDEP Public Drinking Water Facility Construction Permit, and the Nassau County right-of-way pipeline permit application.

Nassau Regional Well Nos. 1 and 2 Rehabilitation: Following completion of Well No. 3, Jacobs provide engineering services to investigate and rehabilitate the two existing production wells (Well Nos. 1 and 2) that serve the Nassau Regional WTP. Both wells were underperforming and their mechanical pumping appurtenances had declined beyond repair. Testing and rehabilitation activities included pump removal and inspection services, a pre-rehabilitation step test, slow-rate acidization (SRA) application, a post-rehabilitation step test, water quality

sampling, and video and geophysical logging services. SRA rehabilitation was used to enhance the capacity and extend the useful life of the wells. Both supply wells were rehabilitated back-to-back while Well No. 3 provided raw water to meet the WTP demands. During the SRA process, concentrated acid was pulled from a storage tank under suction, mixed with potable water using an eductor, and introduced in each wellbore in strategic locations at a relatively low solution strength and flow rate.

Following well development activities, post-rehabilitation step tests were conducted to evaluate the effectiveness of the SRA treatment performed on the wells. The step test results indicated that the SRA treatment effectively increased the capacity of Well Nos. 1 and 2 and by approximately 150 and 760%, respectively. As a result of this well rehabilitation work and the addition of Well No. 3, Jacobs effectively increased the overall capacity of the Nassau Regional WTP from approximately 3.5 to 8.0 mgd. The total dynamic head and power consumption required to transfer raw water from the rehabbed wells to the Nassau Regional WTP reservoirs was significantly reduced after rehabilitation resulting in potential annual energy cost savings of \$8,500 and \$20,000 per year for Well Nos. 1 and 2, respectively.

Project 11: CUA, Saratoga Springs Wells, WTP, Reclaimed PS, and Water Distribution Main
Green Cove Springs, FL

Firm Name Work Performed Under: Petticoat-Schmitt and Complete Services
Reference: Warrick Sams, Construction Manager, T: 904-213-2403 (Clay County Utility Authority); Chris Nazworth, Project Manager, T: 904-213-2426, E: cnazworth@clayutility.org (Clay County Utility Authority)
Project Cost: \$14,369,000 | Project Dates: 2020 to 2023
Team Members Involved: Charles Tofferi (Project Manager), Blake Hare (Drilling Superintendent)



Saratoga Springs (Petticoat-Schmitt)

Summary: Petticoat-Schmitt was responsible for the construction of two 1,800 gpm capacity production wellheads, SS-1 and SS-2. One High Service Pump (HSP) building housing one pump capable of pumping 1,600 gpm, two 800-gpm jockey pumps, and room for two additional 1,600-gpm pumps, one of which would replace the jockey pump (total of four pumps in the future). A chemical feed system

and space for up to three 1,550-gallon NaOCl chemical storage tanks (two proposed, one future). One 0.53 MG pre-stressed concrete ground storage tank, with space allocated for three additional 0.53-MG GSTs.

Complete Services was the well drilling contractor on this project. We drilled, developed and tested 2 EA – 16" x 12" final casing with open holes to 1,000' and 1 EA – 12" x 8" final casing with open hole to 1,000'. Testing consisted of plumbness and alignment, full suite of geophysical logging, 8 HR step test on each well, and a 72 HR constant rate test pumping Well 1 and monitoring the water levels in all 3 wells. **The project was completed under budget and ahead of schedule. Complete Services completed final casing installation within 90 days on all three wells.**



Rig Casing – Saratoga Springs (Complete Services)

Section 3: Related Experience

Project 12: CCUA, Governor's Park WTP Production Well

Green Cove Springs, FL

Firm Name Work Performed Under: Complete Services
Reference: Darrell Damrow, Project Manager, T: 904-213-2426, E: ddamrow@clayutility.org (Clay County Utility Authority)
Project Cost: \$1.1M | Project Dates: 2023
Team Members Involved: Blake Hare

Summary: Complete Services was the well drilling contractor on this project. We drilled and developed 2 EA – 42" pit casing, 30" surface casing and 20" final casing to 410' with 18" open holes drilled to 1,200'. Testing included plumbness and alignment testing, specific capacity tests every 90' while drilling the open hole, full suite of geophysical logging, 8 HR step test on each well, and a 48 HR constant rate test on Well No. 2 while also monitoring water levels in Well No. 1. Complete Services will be installing the 2,000 GPM production pumps once the WTP is under construction. **The project was completed under budget and ahead of schedule.**

Project 13: JEA, Main Street Well No. 15

Jacksonville, FL

Firm Name Work Performed Under: Complete Services
Reference: Brian Phillips, Project Manager, T: 904-665-7625, E: philbr@jea.com (JEA)
Project Cost: \$600k | Project Dates: 2018
Team Members Involved: Blake Hare

Summary: Complete Services was the well drilling contractor and completed pump installation. Our team drilled, developed and tested 1 EA – 36" pit casing, 30" surface casing, and 20" final casing to 543' with open hole to 1,300'. Testing consisted of a full suite of geophysical logging and 8 HR step test up to 2,500 GPM. The well was artesian flowing over 7,500 GPM so the well had to be killed with a brine solution each time the well had to be opened to control the flow. This included the installation of the permanent production pump. The well is located in a residential area and would flood very easily if the flow was not controlled.

Project 14: Crawford Diamond WTP (Design-Build)

Callahan, FL

Firm Name Work Performed Under: Complete Services
Reference: Ben Moore, Owner/Project Manager, T: 904-237-3562, E: bmoore@pbmconstructors.com (PBM Constructors)
Project Cost: \$1.7M | Project Dates: 2023
Team Members Involved: Blake Hare

Summary: The Town of Callahan in a joint effort with FPL is building an industrial complex, which includes a WTP and three production wells. Complete Services was contracted as the well drilling contractor and to provide the production pumps. We worked with the engineer and owner to help design the wells and pumps prior to construction. Currently we have completed one of the three wells and already starting on the second well. Each well consists of 36" pit casing, 24" surface casing, and 16" final casing to around 430' with open hole to 750'-800'. Testing consists of full suite of geophysical logging and 8 HR step test up to 2,000 GPM. Site 2 was a huge challenge as it was very low and wet. Complete Services brought in several loads of fill and rock to stabilize the site to be able to get the equipment set up. **Complete Services completed the first well in less than three months and had final casing installed and cemented in less than 45 days.**



Project 15: JEA, Rivertown WTP Production Wells

St. Johns, FL

Firm Name Work Performed Under: Complete Services
Reference: Mickey Willoughby, Project Manager, T: 904-665-4243, E: mwilloughby@jea.com (JEA)
Project Cost: \$1.3M | Project Dates: 2021 to 2022
Team Members Involved: Blake Hare

Summary: Complete Services was the drilling and well pump contractor on this project. JEA was building a new WTP in St. Johns, FL to improve their service in a growing area. We were contracted to drill 3 EA – 30" surface casing-20" final casing wells with 18-1/2" open holes to 450'. Each well required a plumbness and alignment test be run, and also included a complete suite of geophysical logging, and 8 HR step test. Complete Services also conducted a 72 HR APT on Well No. 1 while monitoring the other two wells. **Complete Services completed ALL 3 wells in less than 12 months including drilling each within 120 days and also having casing installed and cemented within 90 days of mobilization on ALL 3 wells.** We also provided and installed the 100' of 10" x 1-3/16", 75 HP, 1,650 GPM well pumps for each. The sites were a challenge due to very sandy conditions on two of the sites and the 3rd site was very low and very muddy. This made getting equipment in and out very difficult and time consuming, but we were able to overcome the situation and still complete **the project under budget and ahead of schedule.**





Section 4

Current and Projected Workload



This project has been a priority of our team, and we have been preparing for it for a long time. We have deferred other opportunities to ensure that we're available to serve the County on this project. We are ready and equipped to hit the ground running, full speed!

One of our team's greatest strengths is the sheer number of staff and other resources we can apply to your project to make sure the schedule and budget is met. Jacobs' footprint in Florida includes more than 4,000 employees in 14 offices, with 62,000 employees' company-wide. Of these national resources, more than 10,000 Jacobs employees are construction-related experts, including construction engineers/inspectors, managers and supervisors, and project controls experts.

Our construction subcontractors also bring significant resources to the team. Complete Services brings the resources needed to staff two full-time rigs for this project and has the equipment capable of drilling and setting the required specifications for SJCUD's wells (including the Wilson 300, Gardner Denver 3000, Speedstar 2500, Failing 2500, SD 55, and Floyd 2000). Headquartered in Jacksonville, Petticoat-Schmitt brings 235 staff and crew members who can be made available for this project, as needed.

Figure 7: Current and Future Workload for Key Team Members

Project Name and Location	Project Owner (Name, Phone, Email)	Start Date	Estimated Completion Date
SJCUD, Northwest Well No. 7	Alan Flood, PE, PMP, Utilities Engineer, T: 904-209-2652, E: aflood@sjcfl.us	2020	2024
SJCUD, Tillman Ridge Wellfield Rehab	Alan Flood, PE, PMP, Utilities Engineer, T: 904-209-2652, E: aflood@sjcfl.us	2023	2028
JEA DB Well Services	Brian Phillips, Manager E&C, T: 904-665-7625, E: philbr@jea.com	2023	2028
JEA, Wellfield Rehabilitation Subprogram	Oliver Domingo, Water/Wastewater Program Manager, T: 904-571-7146, E: domioc@jea.com	2013	2026
SJCUD, New State Road 207 WRF and Associated Improvements	Alan Flood, PE, PMP, Utilities Engineer, T: 904-209-2652, E: aflood@sjcfl.us	2022	2026
SJCUD, Exploratory Well	Alan Flood, PE, PMP, Utilities Engineer, T: 904-209-2652, E: aflood@sjcfl.us	2023	2028
JEA, Deerwood Well 2R	Allan Boree, PE, Project Manager, T: 904-514-5666, boreea@jea.com	2024	2025

Figure 8: Personnel Availability (Current/Future)

Team Member	Availability	Team Member	Availability
Dustin Dykes, PE, Contractor's Project Manager*	75-80%	Christine Ellenberger, PE, Design Manager/Pipeline Lead	60-80%
Erik Svenson, PG, Hydrogeologist*	50-75%	Steve Eakin, Environmental Lead	50-75%
Ben Dykes, PE, Site/Civil Lead*	50-75%	Ralph Myers, GC, Pre-Construction/Construction Advisor	30-50%
Larry Gunn, PE, Mechanical Lead*	50-75%	Blake Roberts, Field Services	60-80%
Marc Goslow, PE, Electrical/I&C Lead*	50-75%	Parker Dykes, Field Services	20-80%
Charles Tofferi, Contractor's Superintendent*	50-75%	Mike Dykes, PE, Principal-in-Charge	50-75%
Blake Hare, Drilling Subcontractor's Superintendent*	50-75%	Dave Schoster, PE, DBA, Design-Build Senior Advisor	30-50%
Clement Anson, PE, Structural Lead	50-75%		

*Denotes key team members identified by SJCUD

Current and Future Workload

Figure 7 summarizes the ongoing projects that include the key team members found on our organization chart. All of these projects are on schedule and will not impact our ability to deliver the SJCUD DB for Wells project. We have no wellfield projects in the process of award, therefore allowing us to focus all our available resources to your project.

Availability of Personnel

Our team members have more than enough availability to perform their respective roles—they are ready to begin your project now! Figure 8 provides our proposed team's availability based on the demands of their current and projected workloads. Should more resources be needed, Project Manager, Dustin Dykes, will work with Principal-in-Charge, Mike Dykes, to reach back into our organization for additional resources.



Section 5

Administrative Information



Section 5: Administrative Information

We provide the following completed forms in this Section, as requested in the RFQ:

- Attachment A – Qualification Certification (Provided in Section 2)
- Attachment B – Claims, Liens, Litigation History (Provided in Section 2)
- Attachment C – Affidavit of Solvency
- Attachment D – Affidavit
- Attachment E – Conflict of Interest Disclosure Form
- Attachment F – Drug-Free Workplace Form
- Attachment G – E-Verify Affidavit
- Attachment H – List of Proposed Sub-Contractors/Suppliers (Provided in Section 2)
- Attachment I – Acknowledge of Addenda



ATTACHMENT "C"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Jacobs Project Management Co (Respondent) being of lawful age and being duly sworn I, Christina Thom (Affiant) as SVP & GM, B&I Americas East (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.

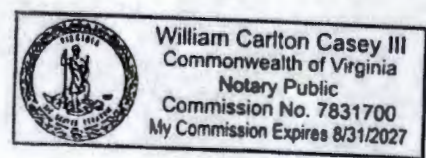
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of April 8, 2024.

Christina Thom
Signature of Affiant

STATE OF Virginia
COUNTY OF Fairfax

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of April, 2024, by Affiant, who is personally known to me or has produced GM Andrew Linn as identification.

William Casey III
Notary Public
My Commission Expires: Aug 31, 2027



RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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 Qualification and shall be sworn to before a person who is authorized by law to administer oaths.

The undersigned authority, Christina Thom (Affiant) who, being duly sworn, deposes and says he/she is SVP & GM, B&I Americas East (Title) of Jacobs Project Management Co

(Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for **RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS**

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.

Jacobs Project Management Co
(Respondent Firm)

By *Christina Thom*
(Affiant Signature)

Christina Thom, SVP & GM, B&I Americas East
(Printed Name & Title)

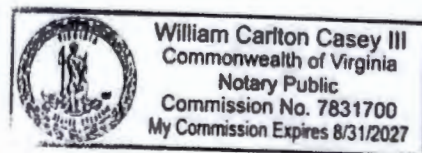
April 8, 2024
Date of Signature

STATE OF Virginia

COUNTY OF Fairfax

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of April, 2024, by Affiant, who is personally known to me or has produced GAH Drivers License as identification.

William Carlton Casey III
Notary Public
My Commission Expires: Aug 31, 2027



RFQ NO: 1374R; DESIGN-BUILD SERVICES WELLS

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

Project (RFQ) Number/Description: **RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS**

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

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

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

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

Please check the appropriate statement:

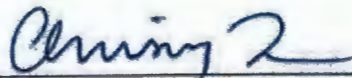
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Jacobs Project Management Co

Authorized Representative(s):



Signature

Christina Thom, SVP & GM, B&I Americas East

Print Name/Title

Signature

Print Name/Title

Attachment E – Conflict of Interest Disclosure Form

Jacobs Project Management Co. ("JPMCo") its parent, Jacobs Engineering Group Inc. and ultimate parent, Jacobs Solutions Inc. ("Jacobs") and its related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver the "Design-Build Services for Wells" for St. Johns County. Jacobs' annual reports, SEC filings, and Proxy reports can be found at <https://invest.jacobs.com/financials/default.aspx#secfilings>. The organization provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors.

JPMCo does not maintain a verifiable list of employees' familial or business relationships that would fully respond to this inquiry. However, on information and belief, without independent investigation, JPMCo has no knowledge of any such relationships that would cause a conflict of interest in the performance of the work contemplated.

Jacobs is a publicly traded company and its stock is purchased and traded daily by the general public. As such, disclosures regarding stock ownership are controlled and regulated by applicable federal law that restricts disclosure of such information except through certain government approved means. However, upon information and belief, without further investigation, JPMCo is not aware of any financial interest that would create a conflict of interest in the performance of the work contemplated."

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

Jacobs Project Management Co 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

April 8, 2024
Date

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

ATTACHMENT "G"
E-VERIFY AFFIDAVIT

STATE OF Virginia
COUNTY OF Fairfax

I, Christina Thom ("Affiant"), being duly authorized by and on behalf of Jacobs Project Management Co ("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: 1374R; Design-Build Services for Wells ("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.

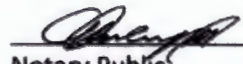
DATED this 8th 9th est day of April, 2024.

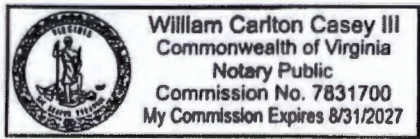

Signature of Affiant

Christina Thom, SVP & GM, B&I Americas East
Printed Name & Title of Affiant

Jacobs Project Management Co
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of April, 2024, by (insert name and title of Affiant), who is personally known to me or has produced VA Drivers License as identification.


Notary Public
My Commission Expires: May 31, 2027




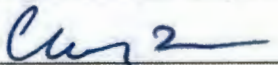
Attachment G – E-Verify Affidavit

Jacobs can make the above affidavit for the employees working on this project.

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

**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'S AGENT	TITLE OF RESPONDENT'S AGENT	SIGNATURE OF RESPONDENT'S AGENT
1	2/29/24	Christina Thom	SVP & GM, B&I Americas East	
2	3/18/24	Christina Thom	SVP & GM, B&I Americas East	



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

**REQUEST FOR QUALIFICATIONS
RFQ NO: 1374R**

DESIGN-BUILD SERVICES FOR WELLS

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

Final: 02/13/2024

RFQ NO: 1374R; DESIGN-BUILD SERVICES WELLS

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PART II: SCOPE OF SERVICES

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PART IV: EVALUATION AND AWARD

PART V: CONTRACT REQUIREMENTS

PART VI: ATTACHMENTS

EXHIBITS (*SEPARATE DOCUMENTS*)

EXHIBIT A – DESIGN CRITERIA PACKAGE

EXHIBIT B – SAMPLE DESIGN-BUILD CONTRACT

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

PART I: General Terms & Conditions

A. DEFINITIONS

Terms used within this Request for Qualifications (“RFQ”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as provided herein. Terms provided herein, which are more specific to this RFQ, shall supersede the terms in the Policy.

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 the design, permitting and construction of up to twelve (12) new public supply water wells for the utility service area, as well as the well header, electrical and instrumentation and control (I&C) equipment, generator and fuel tank, and associated concrete pads to convey raw water flow to the existing Northwest, CR214, Hastings, Northeast, Inlet Beach, Bannon Lakes, and the future CR208 West Water Treatment Plants (WTP).

The intent of the County is to select the most qualified Respondent, based upon evaluation of submitted Qualifications, Technical Proposals from shortlisted Respondents, and, if necessary, 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 EDST) on Thursday, March 21, 2024 (“Submittal Deadline”)**. Any Qualifications received by the SJC Purchasing Department after this deadline will be deemed non-responsive, and shall 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 Qualification 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 Qualification that is not received in the SJC Purchasing Department shall be returned to the Proposer, unopened.

D. DESIGNATED POINT OF CONTACT

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

Designated Point of Contact: Diana M. Fye, BAS, NIGP-CPP, CPPB
Senior Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: dfye@sicfl.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 Bryan Matus, Senior Procurement Coordinator at bmatus@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. 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 EST) on **Thursday, March 7, 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.

G. TENTATIVE SCHEDULE OF EVENTS

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

Broadcast of RFQ	February 13, 2024
Deadline for Questions	March 7, 2024
Issuance of Final Addendum	March 14, 2024
Submittal Deadline for Qualifications	March 21, 2024
Evaluation Meeting	April 4, 2024
Shortlist Technical Proposal Submittal Deadline	April 18, 2024
Shortlist Technical Proposal Evaluation	April 25, 2024
Interviews/Presentations (if needed)	May 2, 2024
Presentation of Negotiated Contract to SJC BOCC	July 16, 2024
Submittal of Final Design & GMP Proposal	90-120 days from Contract
Negotiation of GMP Proposal & Scope Contract	30-45 days
BOCC Approval of GMP Proposal & Scope Contract Amendment	January 2025
Execution of GMP Proposal & Scope Contract	10 days
Bonds & Notice to Proceed	10 days

H. ADDENDA

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

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

Respondents are responsible for including any and all changes, revisions, clarifications, information, documentation, or any other items provided for in any issued Addendum in their submitted Qualifications, and for ensuring that the submitted Qualifications includes any and all consideration for all such items and information provided for in all issued Addenda.

Respondents shall acknowledge all issued Addenda, by completing and including **Attachment "J"** in their submitted Qualifications. Failure to acknowledge an issued addendum with the submitted Qualifications may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent acknowledgement of the issued Addenda, if such Addenda are not acknowledged in the submitted Qualifications, and the content included in the Addenda is not of a material nature to the merit of the submitted Qualifications.

I. EQUAL EMPLOYMENT OPPORTUNITY

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

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

K. 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.

L. 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.

M. 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.

N. LOCAL PREFERENCE

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

O. 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.

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 subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Design-Build Firm shall require each subcontractor 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 the awarded Contract.
2. 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 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. 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 Florida Statute § 448.095(2)(d).
5. 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.
6. Design-Build Firm shall incorporate in all subcontracts made pursuant to the awarded Contract the provisions contained herein regarding employment eligibility.

PART II: SCOPE OF WORK

A. GENERAL INFORMATION

The St. Johns County Utility Department (SJCUD) is expanding the public water supply system capacity for the utility service area due to growth within the County and limitations on the current system's capacity. The successful completion of this project shall provide for the design and construction of three (3) wells and, contingent upon availability of funds, up to nine (9) additional water wells and associated systems that will provide for future growth and system expansion to accommodate the capacity needs for County service areas for years to come.

In accordance with the provisions of Florida Statutes Section 287.055(10), Reuse of Existing Plans, the County reserves the right to reuse the plans developed for this project for future use, at the sole discretion of the County, in order to serve the best interest of the County, contingent upon availability of funds per fiscal year.

B. PROJECT SCOPE AND REQUIREMENTS

The scope of work for these projects shall require the selected Design-Build Firm to satisfactorily perform and complete the design, permitting, and construction of three (3) new public supply water wells, and contingent upon availability of funds up to nine (9) additional wells, for the utility service area, as well as the well header, electrical and instrumentation and control (I&C) equipment, generator and fuel tank, and associated concrete pads to convey raw water flow to the existing Northwest, CR214, Hastings, Inlet Beach, Northeast, and the future CR208 West Water Treatment Plants (WTP).

The new wells will be constructed on sites currently owned by SJCUD as identified in the Design Criteria Package or on sites that will be procured by SJCUD during this contract within the areas shown in the Design Criteria Package. The cost for each well will be based on the submission of a Lump Sum Cost Proposal by well over a five (5) year period and two (2) one-year renewals for a total of seven (7) years if required.

The Projects will include Floridan Aquifer public water supply wells, their associated wellheads and raw watermain connections to existing headers or water treatment plants, electrical connections with a transformer and controls, concrete pads for the wells and piping, transformers, and generators (if present), and fencing. A stand-alone power generator and separate fuel tank may be required. Stabilized access to several of the proposed well sites will be required with the raw watermain and electrical conduits.

The Design-Build team shall demonstrate good project management practices while working on this project. These include communication with the designated County representatives and others as necessary, management of time and resources, safety and documentation.

The Design Criteria Package (DCP) is provided as part of this RFQ Document as Exhibit "A". The Design-Build Firm, however, in consultation with SJCUD, shall be responsible for determining the most appropriate and cost-effective means and methods for completion of the project. General Layouts for each site (location) provided in the DCP are conceptual and may be changed during the preliminary design development of the projects.

The Scope of Work for the projects shall generally include the following elements:

1. New Floridan Aquifer Wells:

Design, permit, and construct Floridan Aquifer wells located on designated County owned properties for water treatment plants (WTPs.) Well sizes are listed in the DCP. The actual wellhead layouts will be determined during the design phase of the project in conjunction with the SJCUD project team. A conceptual site plan showing the components of the proposed sites is included in the DCP.

Estimated Budget: \$250,000 per well

2. Well Header, Electrical, Instrumentation and Control, and Miscellaneous Components:

Design, permit, and construct a well header to connect each new well to the County's existing raw water infrastructure for the respective WTP. The wells shall be operated on a variable frequency drive to control the rate of pumping. Each wellhead piping layout shall include flow measurement, flushing capability, and a connection to Supervisory Control and Data Acquisition (SCADA) System. The below grade well header pipe shall be DR18 PVC or Class 250 ductile iron if it is 16" or less in diameter. Joints shall be restrained in accordance with SJCUD Standards. Pipe, fittings, valves, and rebar are not required to be of domestic manufacture but also shall not be manufactured in China. All coatings on pipe and fittings shall be NSF61 compliant. The electrical system shall include coordination with the local utility provider (i.e., Florida Power and Light (FPL), JEA, or Beaches Energy Services), installation of conduit, provision of electrical and control equipment, grounding and electrical power plan, electrical load calculations, arc flash requirements, and SCADA. Additional requirements shall include, but not limited to, black, vinyl coated, chain link, or cattle excluding fencing, concrete pad(s), above ground flanged piping, flow meter, valves, and raw water piping to each designated connection point.

Estimated Budget: \$750,000 per well

3. Well Pump and Motor:

Design, provide, and install a vertical turbine well pump and motor for each well to move raw water to the WTP. The pump will be located approximately one hundred (100) feet down in the well. Each well pump shall be tested prior to startup to ensure minimal vibration at all flow ranges. Motor shall be totally enclosed and fan cooled (TEFC), inverter rated, and non-overloading under all operating conditions. Approved pump suppliers are Floway, Peerless, or pre-approved equal. The pump, motor, and controls for each well shall be purchased by SJCUD based on the design provided by the Design-Build Firm. This long-lead time item should be specified early in the design.

Estimated Budget: \$175,000 per well

4. Generator and Fuel Tank:

Design, permit, provide, and install a diesel driven generator with a fuel tank, concrete pad for both at least seventy-five (75) feet from the well, and an automatic transfer switch to power the well during power emergencies. The diesel fuel tank shall have sufficient capacity to operate the generator continuously at full load for three (3) days, and may be integral with the generator or a separate above-ground fuel tank as manufactured by Convault with interconnecting fuel piping for each well site. The cost for each type of installation shall be evaluated. The generator and fuel tank shall be purchased by SJCUD based on the design provided by the Design-Build Team. This long-lead time item should be specified early in the design. If the fuel tank is required to be registered with Florida Department of Environmental Protection (FDEP), all notifications, documentation, fuel tank vacuum or pressure testing where manufactured and after delivery, and FDEP permit fee shall be the responsibility of the Contractor.

Estimated Budget: \$300,000 per well

5. Performance Testing:

An Aquifer Performance Testing (APT) Plan shall be established to conduct a step drawdown pumping test following construction and prior to placing each well into service. The tests shall be in accordance with the APT Plan provided in the DCP which may be modified during the design phase.

Estimated Budget: Included in prices above.

6. Proposed Well Construction

The new production wells will be constructed in accordance with well construction standards set forth in Rule 40C-3 of the Florida Administrative Code (F.A.C.) and other applicable regulatory requirements. The construction details of the proposed production wells are provided in the DCP. Construction and related details for the production well include the following:

- a. Obtain well construction permits from the St. Johns River Water Management District (SJRWMD) and other

regulatory agencies and pay all associated fees.

- b. Silt fencing will be installed at the well sites to minimize soil erosion and silt migration during construction and testing.
- c. Mobilize drill rig and equipment to the site. Raw water header piping and electrical conduit may be installed under the stabilized ingress/egress roadway to provide access for the drill rig and additional equipment.
- d. Set up fluid containment system for mud rotary and reverse air drilling.
- e. A qualified and registered hydrogeologist will be onsite as-needed during key construction and testing activities (to be defined). Geological information from a work water well shall be used to design the production well.
- f. Ream a sufficiently sized borehole and install an appropriately sized carbon steel/316SS/PVC surface casing to a depth of approximately 80' below land surface (bls). Pressure grout the casing using American Society for Testing and Materials (ASTM) Type II Portland cement.
- g. Actual casing length and final well depth will depend on site-specific hydrogeologic conditions.
- h. Drill the pilot hole from 80' bls to a depth of approximately 240' bls. The purpose of this pilot hole is to penetrate the top of the upper Floridan aquifer and determine the setting depth for the final casing.
- i. Ream a nominal borehole and install the final casing to a depth of approximately 240' bls. Pressure grout the final casing using ASTM Type II Portland cement.
- j. Advance a nominal borehole from 240' bls to a depth of approximately 400' bls using reverse-air drilling techniques.
- k. Reverse-air water quality samples will be collected from the drill stem discharge at 30' intervals during advancement of the open hole beneath the final casing. The water samples will be field collected by the drilling contractor and analyzed by the hydrogeologist for the parameters listed in "Water Quality Sampling" below.
- l. Formation samples will be collected during drilling from the circulation fluid at 20' intervals, from land surface to the total depth drilled. Samples will be described by a Professional Geologist according to rock type, physical properties, and fossil content. Unconsolidated formation samples will be classified in accordance with the Unified Soil Classification System. Samples and their descriptions shall become part of lithographic log.
- m. Following completion of the well, geophysical logs will be conducted under static and pumping (dynamic) conditions. Static logs will include natural gamma ray, long- and short-normal and single point resistivity, spontaneous potential, fluid resistivity, temperature, caliper, and fluid velocity. Dynamic logs will include fluid resistivity, temperature, and fluid velocity. In addition, a video survey will be conducted on the completed well to visually inspect the casings and open boreholes. Geophysical logs will be submitted electronically to the SJRWMD in LAS (LASer) format within 30 days of completion of logging.
- n. Conduct a step drawdown pumping test on each well as described below in the Proposed Aquifer Performance Testing (APT) Plan.
- o. Following well construction, the finished grade surrounding the well will be raised to at least the 100-year flood elevation and sloped from the wellhead. The well drilling contractor will be required to set the top of the casing flange a minimum of 12 inches above the top of the future concrete pad at an elevation to be determined later after design of the wellhead facilities is complete.

7. Proposed Aquifer Performance Testing (APT) Plan

The APT plan for the new production wells will consist of conducting a step drawdown pumping test following construction. The step-drawdown pumping tests will be conducted as detailed below:

- a. The SJRWMD will be notified by the Contractor at least one (1) week prior to conducting the step tests. Four (4) discharge rates representing approximately 50%, 75%, 100%, and 110% of the gallon per minute (gpm) design capacity will be used. Pumping rates will be controlled by a throttling valve on the discharge side of the pump. Pumping will continue while discharge rates are increased between each step.
- b. The performance test duration for each discharge rate will be approximately thirty (30) minutes or until the drawdown reaches steady state, as coordinated with the SJRWMD or unless otherwise directed by the Engineer.
- c. Discharge water during pumping will be directed to the open areas near the well sites. A minimum of 100 feet of piping will be used to direct discharge water from the well to a discharge location. Visqueen or other impermeable sheet-like material may be located at the discharge location to facilitate "sheet flow" of discharge water. Hay bales or other similar material may be used as necessary to prohibit erosion or sediment transport from the discharge area. Discharge areas will be monitored continuously during each APT.
- d. Water level drawdown and recovery measurements will be recorded from the pumped well at frequencies meeting or exceeding recommendations in the Applicant's Handbook.
- e. Water levels will be measured continuously during the APT in accordance with SJRWMD requirements as described in Appendix F of the Applicant's Handbook.
- f. Water levels will be measured with electronic data loggers and backed up with manual measurements. Precision of measurements will be within 0.05 foot.

8. Water Quality Sampling

- a. During construction of the well, water samples will be collected from the discharge during reverse-air drilling at approximate 30-foot intervals. Reverse-air water samples will be analyzed in the field for the following:
 - Field Chloride
 - Field Sulfate
 - Field Specific Conductance
 - Field Temperature
 - Field pH
- b. A final water quality sample will be collected from the new well at the end of the step tests for laboratory analysis of primary and secondary drinking water standards. Another water quality sample will be collected from the well for laboratory analysis of the following water quality parameters:
 - Chloride
 - Total Dissolved Solids
 - Sulfate
 - Calcium
 - Magnesium
 - Sodium
 - Field Temperature
 - Potassium
 - Specific Conductance
 - Carbonate
 - Total Iron
 - Total Hardness

- Bicarbonate – total alkalinity if pH is 6.9 or lower.

- c. Major ion analysis will be checked for ion balance within five percent (5%). Duplicates will be taken to allow for laboratory errors or data loss. In the event that the data do not balance within five percent (5%), the duplicate samples will be analyzed and submitted to the SJRWMD. Prior to sample collection, a minimum of three to five (3-5) casing volumes will be removed from the well. A report including all sample analysis, anion-cation balance, chain of custody forms, and an evaluation of the data will be submitted electronically to the SJRWMD. All sampling and water quality analysis will be performed by a laboratory with approved comprehensive or generic quality assurance plans on file with the FDEP or a laboratory having DHRS certification.

9. Hydrogeologic Report

A well construction and APT report will be prepared to include a summary of construction details, APT data, estimated aquifer and well parameters (specific capacity and transmissivity), and results of the field and laboratory sampling. The report will be forwarded to the SJRWMD within sixty (60) days following all construction and testing activities performed on the well.

C. REGULATORY REQUIREMENTS

The proposed improvements shall comply with the regulations of the St. Johns County (SJC) Land Development Code (LDC), St. Johns River Water Management District (SJRWMD), and Florida Department of Environmental Protection (FDEP), and Florida Administrative Code (F.A.C.).

D. PERMITS

The Design-Build Firm is responsible for obtaining well construction permits from SJRWMD and any other required permits, and paying all permitting fees.

E. STANDARDS MANUAL

All improvements under these projects which are not specified herein shall comply with the *SJCUD Water, Wastewater, and Reclaimed Water Standards Manual*, latest version.

F. LOCATIONS

1. Northwest Water Treatment Plant (WTP) Wellfield and CR214 WTP:

The project will include the design, permitting, and construction, startup, and warranty period for Well 8 (NW-8) and Well 9 (NW-9) and Tillman Ridge Well 51 (TR-51). The NW-8 site and ingress/egress easement have been purchased and the site has been fenced. The easement traverses two isolated wetlands which will be impacted and may have to be mitigated. The general area for NW-9 has been identified near the northern corner of the existing NW Wastewater Reclamation Facility, but a well site has not been specified or fenced. The TR-51 site and ingress/egress easement have been established but the site has not been fenced. Each of these wells will be developed to produce 1,500 to 2,000 gallons per minute (gpm).

2. Hastings Well Area:

Up to three (3) wells producing 350-500 gallons per minute (gpm) may be developed within 2,500 feet of the existing WTP. The actual location will be coordinated with St. Johns County Utility Department (SJCUD). The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities, drainage, overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200 feet of a stormwater pond. Other restrictions may also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.

3. Northeast Utility Well Area:

Up to two (2) wells producing approximately 1,750 gallons per minute (gpm) may be developed within 3,500 feet of the existing WTP. The actual location will be coordinated with SJCUD. The raw water header piping would be

installed in a semi-urban environment where the location of other underground utilities, drainage, overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200 feet of a stormwater pond. Other restrictions may also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.

4. Inlet Beach Well Area:

One (1) well producing approximately 1,500 gallons per minute (gpm) may be developed within 1,250 feet of the existing WTP. Possible locations have been preliminarily located but the actual location will be coordinated with SJCUD. The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities, drainage, overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200 feet of a stormwater pond. Other restrictions may also apply. A separate guaranteed maximum price (GMP) for the well will be submitted at a later date, contingent upon availability of funds.

5. Bannon Lakes Well Area:

One (1) four inch (4") well producing approximately 500 gallons per minute (gpm) may be developed within 1,750 feet of the existing reclaimed water ground storage tank. Possible locations have been preliminarily located, but the actual location will be coordinated with SJCUD. The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities, drainage, overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200 feet of a stormwater pond. Other restrictions may also apply. A guaranteed maximum price (GMP) for the well will be submitted at a later date, contingent upon availability of funds.

6. West-Central Well Area:

Two (2) wells producing approximately 1,000 gallons per minute (gpm) may be developed within 250 feet of the St. Johns River. Actual locations will be coordinated with SJCUD and wells may be vertical or horizontal. The raw water header piping would be installed in a semi-urban environment where the location of other utilities, drainage, overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200 feet of a stormwater pond. Other restrictions may also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.

G. PROJECT TIMELINE

The tentative timeline for design and construction of the wells listed above is as follows, and may change based on need and availability of funding:

1. Location 1 – Northwest Water Treatment Plant (WTP) Wellfield and CR214 WTP (NW-8, NW-9, and TR-51): Calendar Year 2024/2025
2. Location 2 – Hastings Well Area: Calendar Year 2024/2025
3. Location 3 – Northeast Utility Well Area: Calendar Year 2025
4. Location 4 – Inlet Beach Well Area: Calendar Year 2025
5. Location 5 – Bannon Lakes Well Area: Calendar Year 2026
6. Location 6 – West-Central Well Area: Calendar Year 2027

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-imburement 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).
2. Must have an active registration with the State of Florida, Department of State, Division of Corporations (www.sunbiz.org);
3. Must have a current State of Florida Water Well Contractor's License (issued by Florida Water Management Districts), or utilize a sub-contractor with a current State of Florida Water Well Contractor's License;
4. 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;
5. Must have design and construction experience of at least three (3) public water supply system projects at a value of at least Two Million Dollars (\$2,000,000.00);
6. Must have well drilling contractor project experience showing capability of drilling at least five (5) 15" diameter wells at least 800 feet or greater;
7. Must have well drilling contractor project experience showing capability of drilling and setting 40" surface casing and 20" final casing to depths of at least 500 feet below land surface (BLS) and 18" open borehole depths to at least 1,000 feet BLS; and
8. Must have well drilling contractor project experience showing capability of drilling at least a 12" diameter well 800' below land surface (BLS) and setting casing within 90 calendar days of mobilizing to the site.

Failure by any Respondent to meet the minimum qualification 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@sjcfl.us

G. CONFLICT OF INTEREST

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

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

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

Respondent must disclose any contractual or employment relationship with any County officer or employee, including elected officials, 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, and section separator tabs. 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: Design-Build Firm, Staff, and 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. Resumes for key team members shall be provided for the following roles: Construction Project Manager, Construction Project Superintendent, Engineer-of-Record, Well Drilling Project Manager, and Well Drilling Superintendent. Resumes shall not exceed three (3) pages per team member. Resumes must state education, years of experience, office location, licenses/certifications, which reference projects the individual has worked on including the role on that project, brief description of role on this project, and any other information to further demonstrate their depth of relevant experience.

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 and all Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Respondent must complete **Attachment "I"**, 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.

Project Organization Chart – Provide a complete Project 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. 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

Respondent must provide a written narrative describing all related experience of the Design-Build Firm, and all proposed Sub-Contractors possesses for design-build projects similar in size and scope as specified herein, that were awarded, completed and are in progress within the past ten (10) years.

Related experience must include the following:

- Design and construction of at least three (3) public water supply system projects at a value of at least Two Million Dollars (\$2,000,000);
- Well drilling contractor project experience showing capability of drilling at least five (5) 15" diameter wells at least 800 feet or greater;
- Well drilling contractor project experience showing capability of drilling and setting 40" surface casing and 20" final casing to depths of at least 500 feet below land surface (BLS) and 18" open borehole depths to at least 1,000 feet BLS; and
- Well drilling contractor project experience showing capability of drilling at least a 12" diameter well 800' below land surface (BLS) and setting casing within 90 calendar days of mobilizing to the site.

The narrative must include details including, but not limited to: project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost. The County reserves the right to reach out to any agency to inquire about Respondent's performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

Section 4: Current and Projected Workloads

Respondent must provide sufficient information to demonstrate Respondent's current and projected workloads anticipated for the next three (3) calendar years, which shall include projects awarded and under contract, and projects in the process of award but not yet under contract. The information must include all of the Respondent's 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 sufficiently demonstrate the availability of personnel and proposed team (internal and external) and provide a project timeline to take on the project(s) specified herein 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 is materially non-responsive to the requirements of this RFQ, or does not materially demonstrate Respondent’s responsibility, shall be disqualified and removed from consideration prior to evaluation. Only those responsive Qualifications submitted from responsible Respondents shall be evaluated for consideration of award.

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

B. EVALUATION OF QUALIFICATIONS 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 score the Qualifications individually, with no interaction or communication with any other individual, except any such communication which occurs at the Evaluation Meeting. Evaluators’ scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Qualifications shall be in accordance with the Evaluation Criteria as provided herein.

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

C. EVALUATION CRITERIA AND SCORING

The County Evaluation Committee will evaluate and rank Respondents’ Qualifications based upon the specific evaluation criteria listed below. Each Evaluation Committee member will assign an ordinal number designating the ranking (i.e., first, second, third) of each Respondent.

First Stage Evaluation Criteria:

1. Design-Build Firm’s History, Qualifications, Ability, and Capacity
2. Related Experience
3. Current & Projected Workloads

Second Stage – Evaluation Criteria (Shortlisted Firms Only)

1. Technical Proposal

Third Stage – Additional Interview/Presentation (If Applicable)

1. Interview/Presentation

The ordinal scores from each Evaluation Committee member will be added together and averaged to calculate a total ordinal number score. The Respondent with the lowest total ordinal number score will be ranked highest for shortlisting, the Respondent with the second total ordinal number score will be ranked second highest for shortlisting, and so on, until all Respondents are ranked. For example:

<u>Respondent Name</u>	<u>Total Ordinal Number Score</u>
Design-Build Firm A	1
Design-Build Firm B	2
Design-Build Firm C	3
Design-Build Firm D	4
Design-Build Firm E	5
Design-Build Firm F	6

The total ordinal number score **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 total ordinal number score during the last County approved evaluation stage (2nd or 3rd Stage).

D. 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.

E. SECOND STAGE – TECHNICAL PROPOSAL – SHORTLISTED FIRMS ONLY

The Respondents shortlisted by the County through the evaluation of qualifications shall submit their Technical Proposal for scoring as provided herein. Each Evaluation Committee member will assign an ordinal number designating the Final Ranking (i.e., first, second, third) of each Shortlisted Respondent’s Technical Proposal. The final ranking for the shortlisted Respondents’ submitted Technical Proposals will be announced at a subsequent Public Evaluation Meeting.

Technical Proposal

The Technical Proposal shall provide detailed information demonstrating the Respondent’s methodology to perform all services required for the satisfactory completion of the specified project. The Respondent shall describe the Design-Build team’s vision for the scope and approach to executing the project, including, but not limited to:

- Specialized skills available;
- How the Project will be implemented from start to finish;
- Effective and efficient management approach for the Design-Build Team consisting of Well Contractor and Engineering Designer;
- Innovative methods and solutions;
- Comprehensive Resource Plan & Schedule;
- Materials procurement;
- Proposed Schedule for design and construction of each well based on the project timeline provided in Part II of the RFQ document;
- Permitting approach; and
- Possible difficulties in completing the project as specified and methods to mitigate the difficulties.

The County’s intent is for the first three (3) wells identified in Part II – Scope of Work, Section F - Location 1, located at the Northwest WTP Wellfield and CR214 WTP, to be designed and constructed first, and the additional wells identified in Part II Section F will be potentially added at later dates during the term of the Contract.

F. THIRD STAGE – ADDITIONAL INTERVIEWS/PRESENTATIONS (IF APPLICABLE)

If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the Respondents from the Second Stage evaluation will be notified.

G. NEGOTIATIONS & AWARD

The County intends to select the top ranked firm for award based on the Final Ranking after evaluation of the shortlisted firms’ Technical Proposals, or, if necessary, Final Ranking based on any additional presentations or interviews that are determined to be necessary by the County. A Notice of Intent will be issued, expressing the County’s intent to move forward. The County is under no obligation to award a Contract as a result of this RFQ. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

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

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

H. 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 projects, in accordance with this RFQ Document, and as negotiated with the selected Respondent. The Term of the awarded Contract shall be determined upon negotiation and approval by both parties.

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

Any contract(s) awarded as a result of this RFQ shall be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services, and (2) 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.

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 \$2,000,000 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 designee, may adjust these insurance requirements.

I. 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.

J. 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.

K. TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

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

Accordingly, the 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.

L. 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.

M. 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.

N. WARRANTY BOND

As a condition to the release of Payment and Performance Bonds provided by Design-Build Firm pursuant to Section 12.10 above, 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.

O. SUB-CONTRACTORS

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

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

Prior to the award of a Contract, the County will notify the selected firm in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The selected firm then may, at their discretion, withdraw their Qualifications Submittal, or submit an acceptable substitute at no increase in price. If the selected firm fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the selected firm, at no cost to the County.

The County reserves the right to disqualify any Firm, Contractor, Consultant, or Supplier due to previously documented project problems, either with performance or quality.

Sub-contractors, and any other persons and organizations proposed by the Design-Build Firm and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. In addition, the Design-Build Firm is required to disclose in writing, any changes to the sub-contractors, or major material suppliers after execution of the Contract.

P. 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 each well of the project by a negotiated date within the five (5) year contract term. 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 new public water supply wells specified in the Contract Documents.

If Design-Build Firm fails to achieve Substantial Completion or Final Completion of the Work by its applicable date(s), then the County shall be entitled to withhold from any amounts otherwise due the Design-Build Firm or to be paid as a debt due the sum of **three thousand five hundred dollars (\$3,500.00) per day** for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because 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: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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 design and construction of public supply water wells.

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: 1374R; DESIGN-BUILD SERVICES FOR WELLS

ATTACHMENT "B"
CLAIMS, LIENS, LITIGATION HISTORY

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

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a 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: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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 Qualification 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: 1374R; DESIGN-BUILD SERVICES FOR WELLS**

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: 1374R; DESIGN-BUILD SERVICES WELLS

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

Project (RFQ) Number/Description: **RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS**

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

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

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

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

Please check the appropriate statement:

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

Legal Name of Respondent: _____

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

Signature Print Name/Title

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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: 1374R; DESIGN-BUILD SERVICES FOR WELLS

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: 1374R; Design-Build Services for Wells ("Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

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

Notary Public
My Commission Expires: _____

RFQ NO: 1374R; DESIGN-BUILD SERVICES FOR WELLS

**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: 1374R; DESIGN-BUILD SERVICES FOR WELLS

**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'S AGENT	TITLE OF RESPONDENT'S AGENT	SIGNATURE OF RESPONDENT'S AGENT

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

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 1374R
RFQ TITLE:	DESIGN-BUILD SERVICES FOR WELLS
DUE DATE/TIME:	By 4:00 PM EDST- MARCH 21, 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



ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

DESIGN-BUILD CRITERIA PACKAGE

**NORTHWEST WELL 8 & 9
AND
TILLMAN RIDGE WELL 51
(NW-8 & 9 and TR-51)
And Other Wells**

Design Professional:
Alan Flood, P.E., PMP
License No. 45211

Final: 8/19/2023

St. Johns County Utility Department (SJCUD)
1205 SR16, St. Augustine, Florida 32084
904.209.2700 | sjcfl.us

DESIGN CRITERIA PACKAGE

A. PROJECT SCOPE

1. The purpose of this Design Criteria Package is to furnish sufficient information to provide Design-Build Firms performance-based information required for the successful completion of the project, but the information should not be considered final. Final performance and design criteria will be developed during the design of the project in conjunction with the Owner's design and construction team.
2. This project will be conducted as a Design-Build process where it is intended that the Design-Build Firm is selected based on qualifications and once contracted will develop the project from the initial planning stages through design, permitting, construction, startup, and warranty period.
3. The Project will include Floridan Aquifer public water supply wells, their associated wellhead and raw watermain connection to an existing header or water treatment plant, electrical connection with a transformer and controls, concrete pad; for the well and piping, transformer, and generator (if present), and fencing. A stand-alone power generator and separate fuel tank may be required. Stabilized access to several of the proposed well sites will be required with the raw watermain and electrical conduit installed below. Up to twelve (12) wells are included in this scope but may vary in diameter, depth, and configuration. These wells would be developed over the five (5) year contract period.
4. A general layout of these components is shown on Figure 1 and 2 of this Design Criteria Package. This layout is only conceptual and may change during the Preliminary Design Development of the project.

B. REGULATORY REQUIREMENTS

The proposed improvements shall comply with the regulations of the St. Johns County (SJC) Land Development Code (LDC), St. Johns River Water management District (SJRWMD), and Florida Department of Environmental Protection (FDEP).

C. WELL DRILLING WORK

1. The Project will include the design, permitting, and construction of multiple Floridan Aquifer public supply wells during Phase 1.
2. The well drilling contractor shall provide project experience for drilling at least five (5) 16" diameter wells at least 800' or greater in depth in the past 10 years. The driller must be capable of drilling and setting 30" surface casing and 20" final casing to depths of at least 500' below land surface (BLS) and 18" open borehole depths to at least 1,000' BLS. At least three (3) of these wells must have been drilled within 120 days of mobilizing on site.

D. WELL HEADER

The Project will include the design and construction of a well header for the first three wells to connect each well to the raw water piping for each WTP. The below grade well header pipe shall be DR18 PVC or Class 250 ductile iron if it is 16" or less in diameter. Joints shall be restrained in accordance with SJCUD Standards. Pipe, fittings, valves, and rebar are not required to be of domestic manufacture but also shall not be manufactured in China. All coatings on pipe and fittings shall be NSF61 compliant.

E. PUMP AND MOTOR

The Project will include the design, purchase, and installation of a vertical turbine pump and motor for each well. The pump, motor, and controls for each well shall be purchased by SJCUD based on the design provided by the Design-Build Team. This long-lead time item should be specified early in the design.

F. ELECTRICAL AND INSTRUMENTATION AND CONTROL

Also included is the design and installation of the necessary electrical, instrumentation, and control panels and electrical transformer for each well. The design-build team will coordinate power supply with the local provider (typically, FPL or JEA).

G. PERFORMANCE TEST(S)

A Construction and Performance Testing Plan shall be developed in accordance with SJRWMD guidelines and implemented for well approval.

H. GENERATOR

The Project may include the design, permitting, and installation of a sufficiently sized generator and diesel fuel tank with sufficient capacity to operate the generator continuously at full load for 3 days. The fuel tank may be integral with the generator or a separate above-ground fuel tank as manufactured by Convault with interconnecting fuel piping for each well site. The cost for each type of installation shall be evaluated. The generator and fuel tank shall be purchased by SJCUD based on the design provided by the Design-Build Team. This long-lead time item should be specified early in the design. If the fuel tank is required to be registered with FDEP, all notifications, documentation, fuel tank vacuum or pressure testing where manufactured and after delivery, shall be the responsibility of the Contractor.

I. STANDARDS MANUAL

All improvements under this Project which are not specified herein shall comply with the SJCUD Water, Wastewater, and Reclaimed Water Standards Manual, latest version.

J. LOCATIONS

1. NW-8, NW-9, and TR-51 - These wells as shown in Figure 1 and 2 below will be located northwest of the existing NW Water Treatment Plant (WTP) and north of the CR214 WTP. The NW-8 site and ingress/egress easement have been purchased and the site has been fenced. The easement traverses two isolated wetlands which will be impacted and may have to be mitigated. The general area for NW-9 has been identified near the northern corner of the existing NW Wastewater Reclamation Facility but a well site has not been specified or fenced. The TR-51 site and ingress/egress easement have been established but the site has not been fenced. Each of these wells will be developed to produce 1,500 – 2,000 gallons per minute (gpm).



Figure 1 - NW WTP Wellfield

0 500 1,000 Feet
 Prepared by: SJC Utilities
 on 7/18/2023
www.sjc.us/Utilities



Figure 2 - Tillman Ridge Well 51 (TR-51)

0 200 400 600 Feet
 Prepared by: SJC Utilities
 on 7/18/2023
 www.sjc.us/Utilities

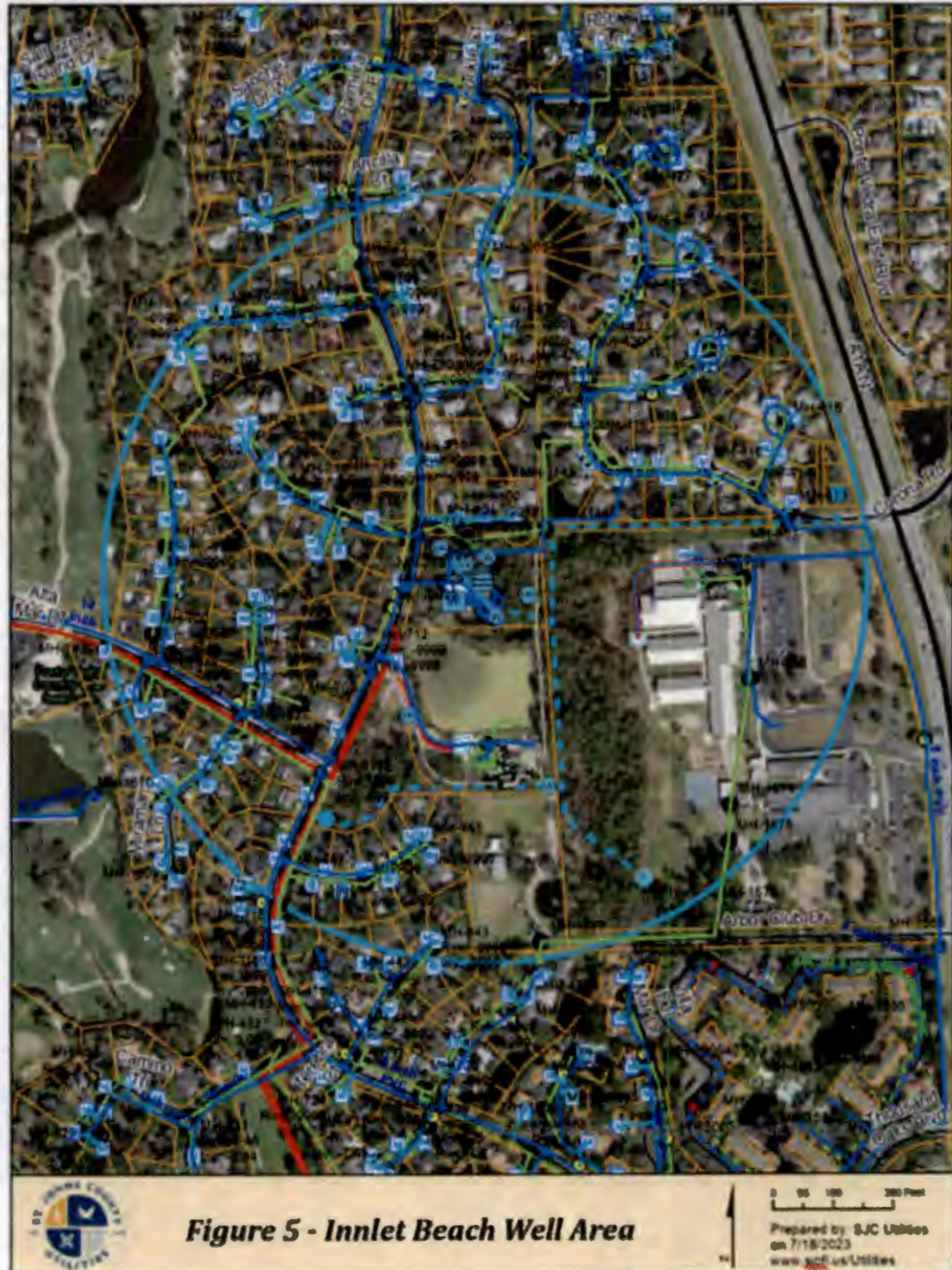
- Hastings – Up to three (3) wells producing 350-500 gallons per minute (gpm) may be developed within 2,500' of the existing WTP as shown by the light blue circle in Figure 3. The actual location will be coordinated with SJCUD. The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities and drainage, and overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200' of a stormwater pond. Other restrictions also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.



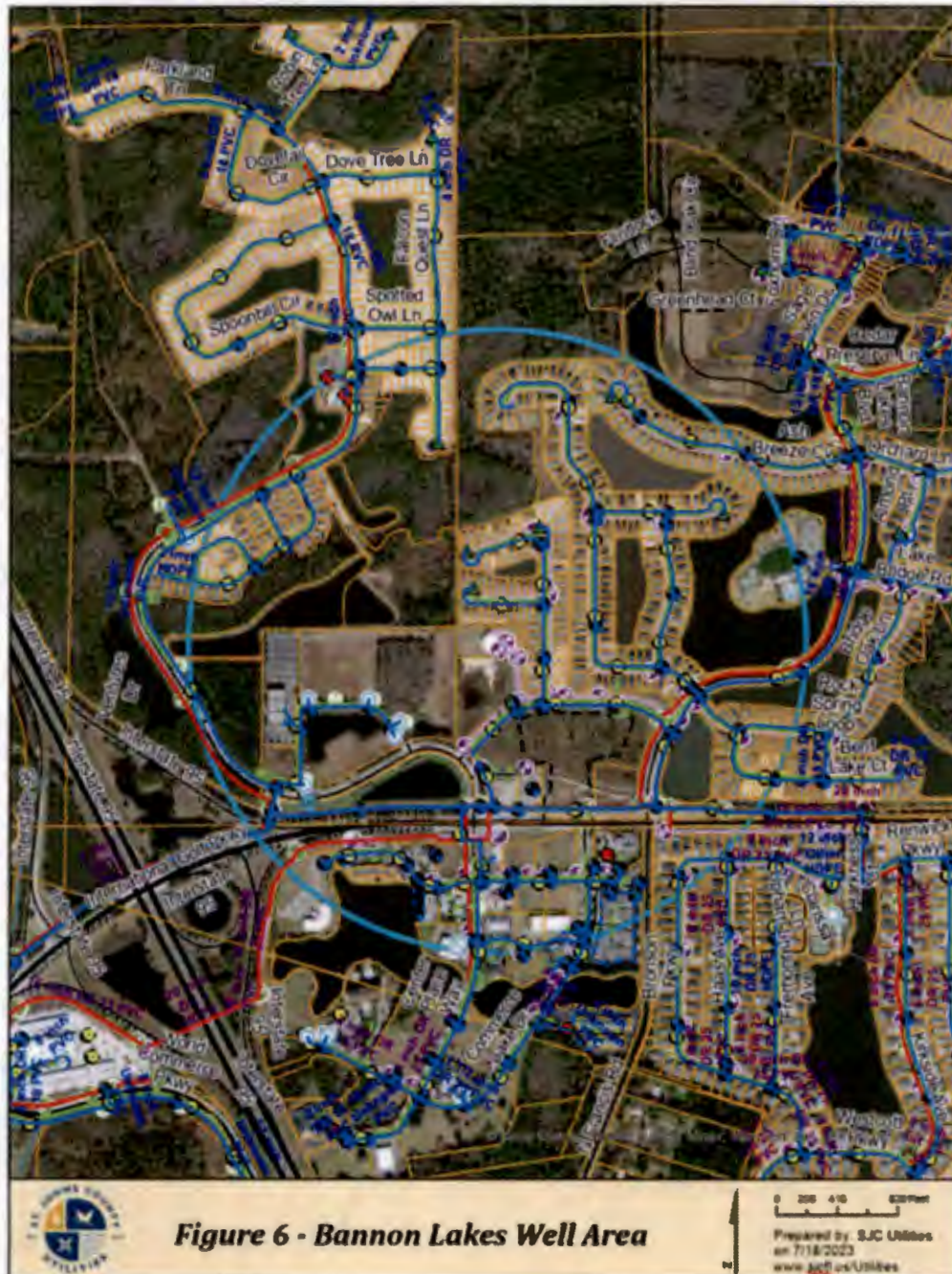
3. Northeast Utility - Up to two (2) wells producing approximately 1,750 gallons per minute (gpm) may be developed within 3,500' of the existing WTP as shown by the light blue circle in Figure 4. The actual location will be coordinated with SJCUD. The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities and drainage, and overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200' of a stormwater pond. Other restrictions also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.



4. Innlet Beach - One (1) well producing approximately 1,500 gallons per minute (gpm) may be developed within 1,250' of the existing WTP as shown by the light blue circle below. Possible locations have been preliminarily located (see light blue dashed lines below) but the actual location will be coordinated with SJCUD. The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities and drainage, and overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200' of a stormwater pond. Other restrictions also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.



5. Bannon Lakes - One (1) 4" well producing approximately 500 gallons per minute (gpm) may be developed within 1,750' of the existing reclaimed water ground storage tank as shown by the light blue circle below. Possible locations have been preliminarily located (see light blue dashed lines below) but the actual location will be coordinated with SJCUD. The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities and drainage, and overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200' of a stormwater pond. Other restrictions also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.

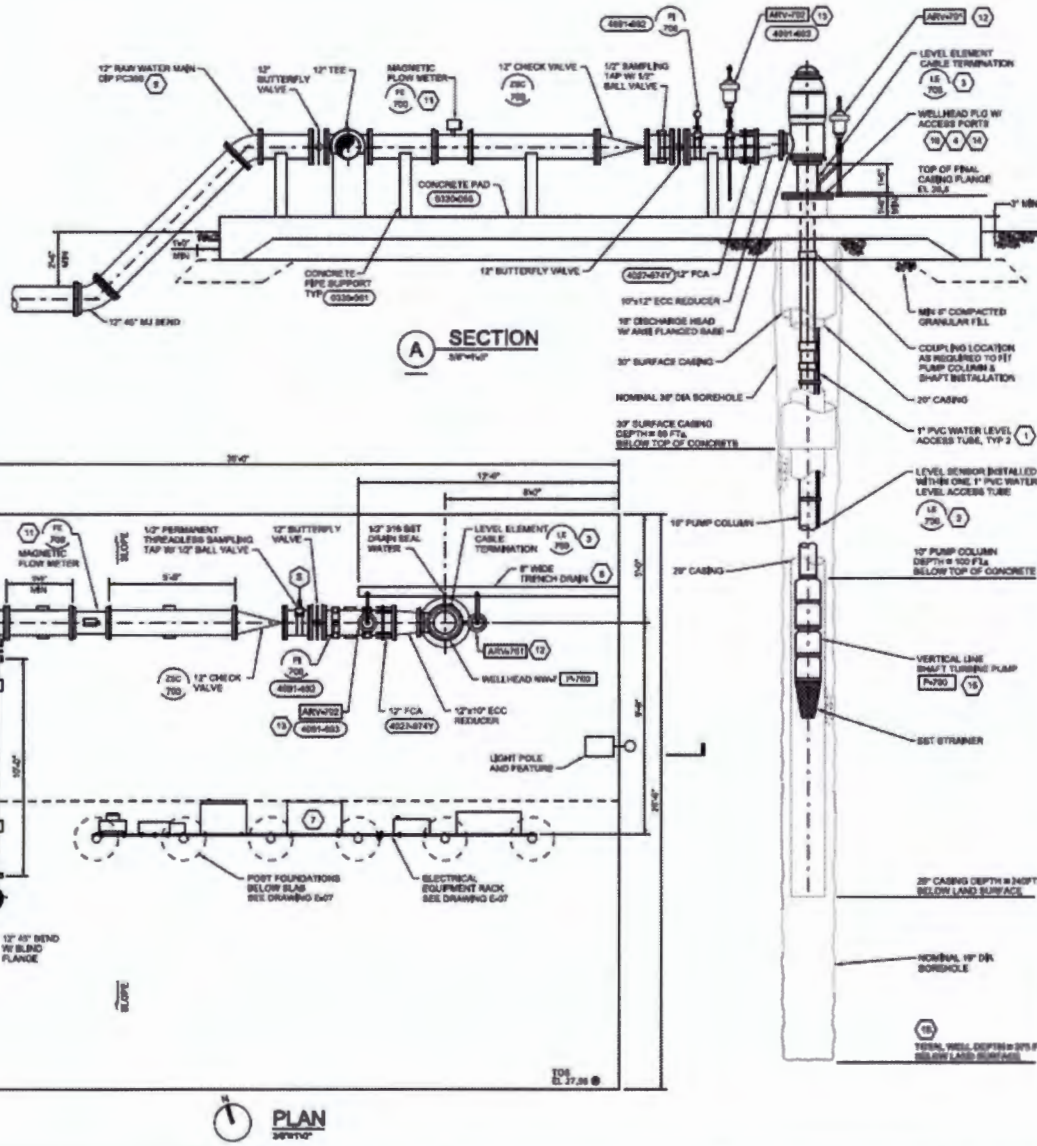


6. West-Central - Two (2) wells producing approximately 1,000 gallons per minute (gpm) may be developed within 250' of the St. Johns River as shown by the light blue polygon in Figure 7. Actual locations will be coordinated with SJCUD and wells may be vertical or horizontal. The raw water header piping would be installed in a semi-urban environment where the location of other underground utilities and drainage, and overhead power lines, roads, and water bodies must be considered. In accordance with the SJC Wellhead Protection Plan, wells cannot be sited within 200' of a stormwater pond. Other restrictions also apply. A separate guaranteed maximum price (GMP) for each well will be submitted at a later date, contingent upon availability of funds.



GENERAL NOTES

1. ITEM SHOWN SCREENED ARE EXISTING.



- SHEET KEYNOTES**
1. THREAD THE (2) 1/2\"/>
 2. MARK SENSOR CABLE WITH COLORED TAPE AT SPECIFIED DEPTH OF SUBMERGENCE.
 3. INSTALL LEVEL SENSOR PER MANUFACTURER'S RECOMMENDATION USING WATER TIGHT CABLE CLAMP AT WELLHEAD. PROVIDE STRAIGHT GALE CORD CONNECTOR CONTACTS CATALOG NUMBER 289A.
 4. PROVIDE (1) 1/2\"/>
 5. USE TYPE 316 BOLT, NUT AND WASHERS ON ALL EXPOSED EQUIPMENT.
 6. USE TYPE A307S88 BOLTS, NUTS AND WASHERS ON ALL PIPING.
 7. FASTEN PHENOLIC NAMEPLATE TO CONTROL PANEL THAT IS REQUIRED WITH THE PUMP AND DROP PIPE DEPTH.
 8. CONC TRENCH SEE DETAIL SIGAL, COORDINATE TRENCH LENGTH AND POSITION TO ENSURE DRAINAGE FROM ANY OPEN LEVELS.
 9. COORDINATE FINAL CENTERLINE ELEVATION OF WELLHEAD PIPING WITH REQUIREMENTS OF PUMP DISCHARGE HEAD.
 10. CONTRACTOR TO COORDINATE CONNECTION TO WELL CASING TOP FLANGE TO ASSURE BOLT HOLE ORIENTATION AND ALIGNMENT WITH THE WELL PUMP BASE.
 11. SEE DRAWING E-66 FOR FLOW METER REQUIREMENTS.
 12. 1\"/>
 13. 1\"/>
 14. A. PUMP AND FINAL CASING FLANGE INSTALLATION SHALL BE PERFORMED BY A CERTIFIED SUBCONTRACTOR. SUBCONTRACTOR SHALL REMOVE TEMPORARY CASING FLANGE AND INSTALL FINAL CASING FLANGE.
B. THE CONTRACTOR SHALL CONDUCT FIELD TESTS TO CONFIRM THE WELL CASING FLANGE IS LEVEL AND PLUMB AND MEETS THE REQUIREMENTS OF THE PUMP MANUFACTURER. THE PRECISION OF THE FIELD MEASUREMENTS TO DETERMINE THE WELL CASING FLANGE LEVEL SHALL BE AS RECOMMENDED BY THE PUMP MANUFACTURER.
1. IF THE WELL CASING FLANGE DOES NOT MEET THE PUMP MANUFACTURER'S REQUIREMENTS, PERFORM THE FOLLOWING:
A. NOTIFY THE ENGINEER AND OWNER IMMEDIATELY.
B. SUBMIT MODIFICATIONS TO THE WELLHEAD FLANGE AND ACCESS PORT ARRANGEMENT ASSEMBLY TO ADJUST FOR THE WELL CASING FLANGE LEVEL. TO PROVIDE A SUFFICIENTLY LEVEL BASE FOR THE PUMP DISCHARGE HEAD.
2. IF THE WELL CASING FLANGE MEETS THE PUMP MANUFACTURER'S REQUIREMENTS, SUBMIT A CORRECTING STATEMENT WITH THE PUMP SHOP DRAWING.
C. THE CONTRACTOR SHALL INSTALL THE PUMP IN ACCORDANCE WITH THE MANUFACTURER'S FIELD SERVICE TECHNICIAN'S INSTRUCTIONS. THE MANUFACTURER'S FIELD SERVICE TECHNICIAN SHALL BE PRESENT DURING THE ENTIRE TIME THE PUMP IS INSTALLATION.
15. WELL DISINFECTION
A. USE FOLLOWING PROPORTIONS OF HYPOCHLORITE TO WATER:
1. 1.00 LBS HYPOCHLORITE (PLUS PERCENT CL) 1 GALLON PER 4.25 GALLONS WATER, COLUTE THE LIQUID WITH WATER TO OBTAIN A 1 PERCENT SOLUTION (10,000 PPM CHLORINE).
B. DISINFECTION PROCEDURES IN ACCORDANCE WITH AWWA C904, UNLESS HEREIN MODIFIED.
1. USE CHLORINE SOLUTION OF A VOLUME AND STRENGTH SO THAT A CONCENTRATION OF AT LEAST 50 PPM OF FREE CHLORINE IS CONTAINED IN THE WELL.
2. CHLORINE SOLUTION SHALL BE PLACED INTO THE WELL AND THE WELL SURGED FOR AT LEAST 15 MINUTES. AFTER 4 HOURS, THE WELL SHALL BE PUMPED OR BARED UNTIL THE CHLORINE CONCENTRATION IS LESS THAN 5 PPM.
3. PUMP BOWLS, COLUMN AND APPLIANCE SHALL BE THOROUGHLY RINSED FIRST WITH CLEAR WATER AND THEN WITH A 200 PPM FREE CHLORINE SOLUTION IMMEDIATELY BEFORE BEING PLACED INTO THE WELL.

Figure 1 - General Wellhead Layout

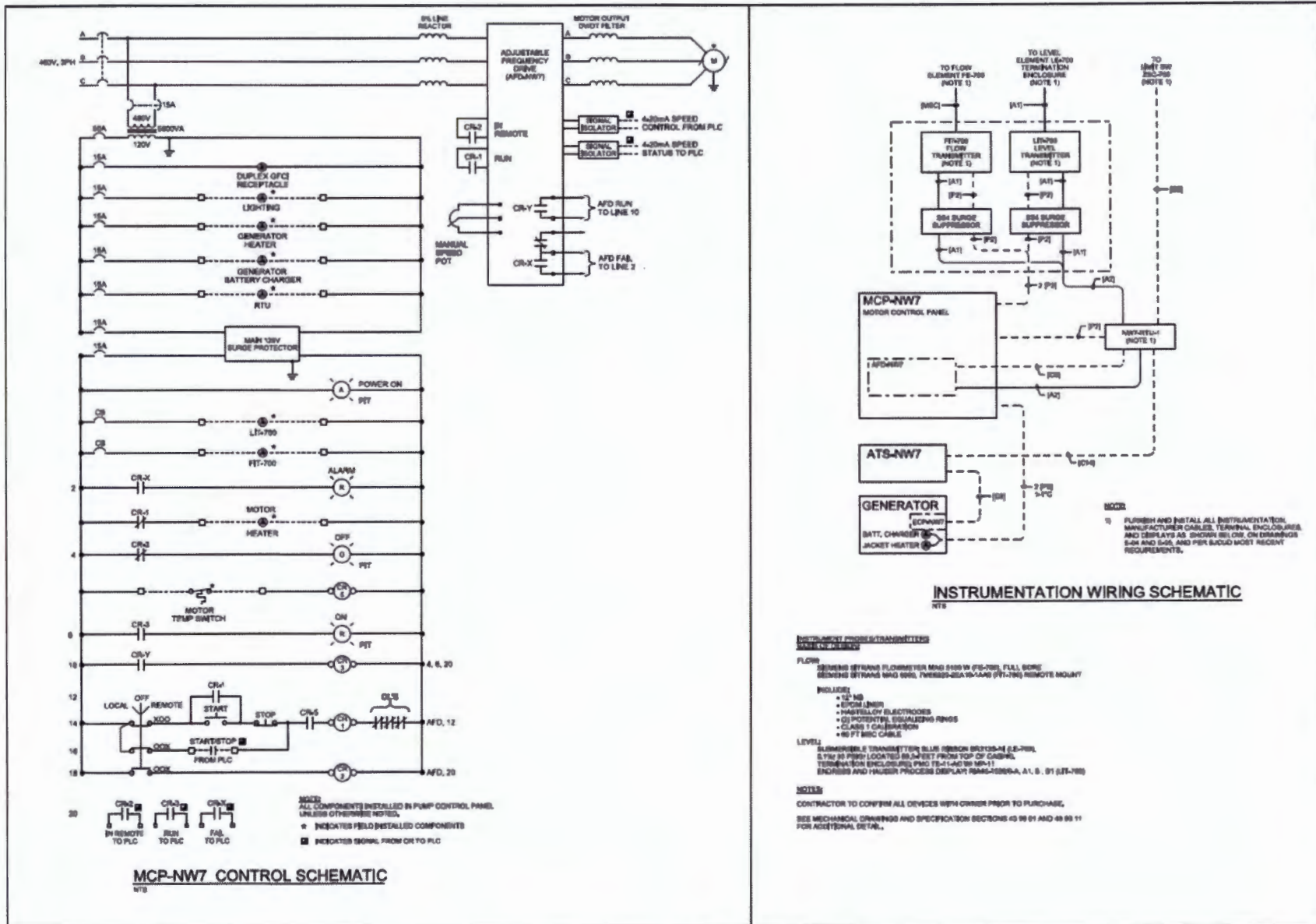


Figure 4 - Motor Control Schematic & Instrumentation Riser Diagram

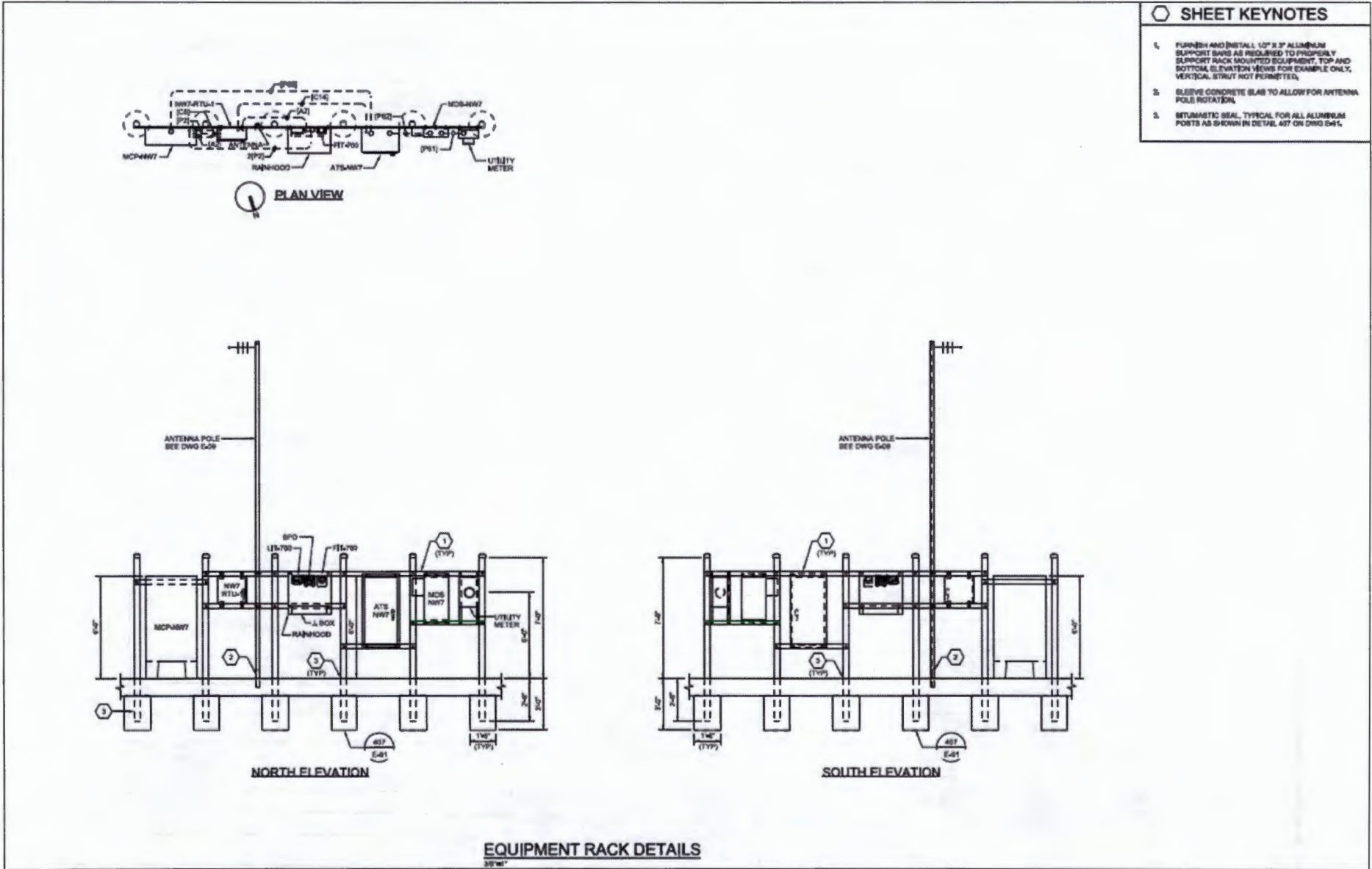


Figure 5 - Electrical Equipment Rack Details

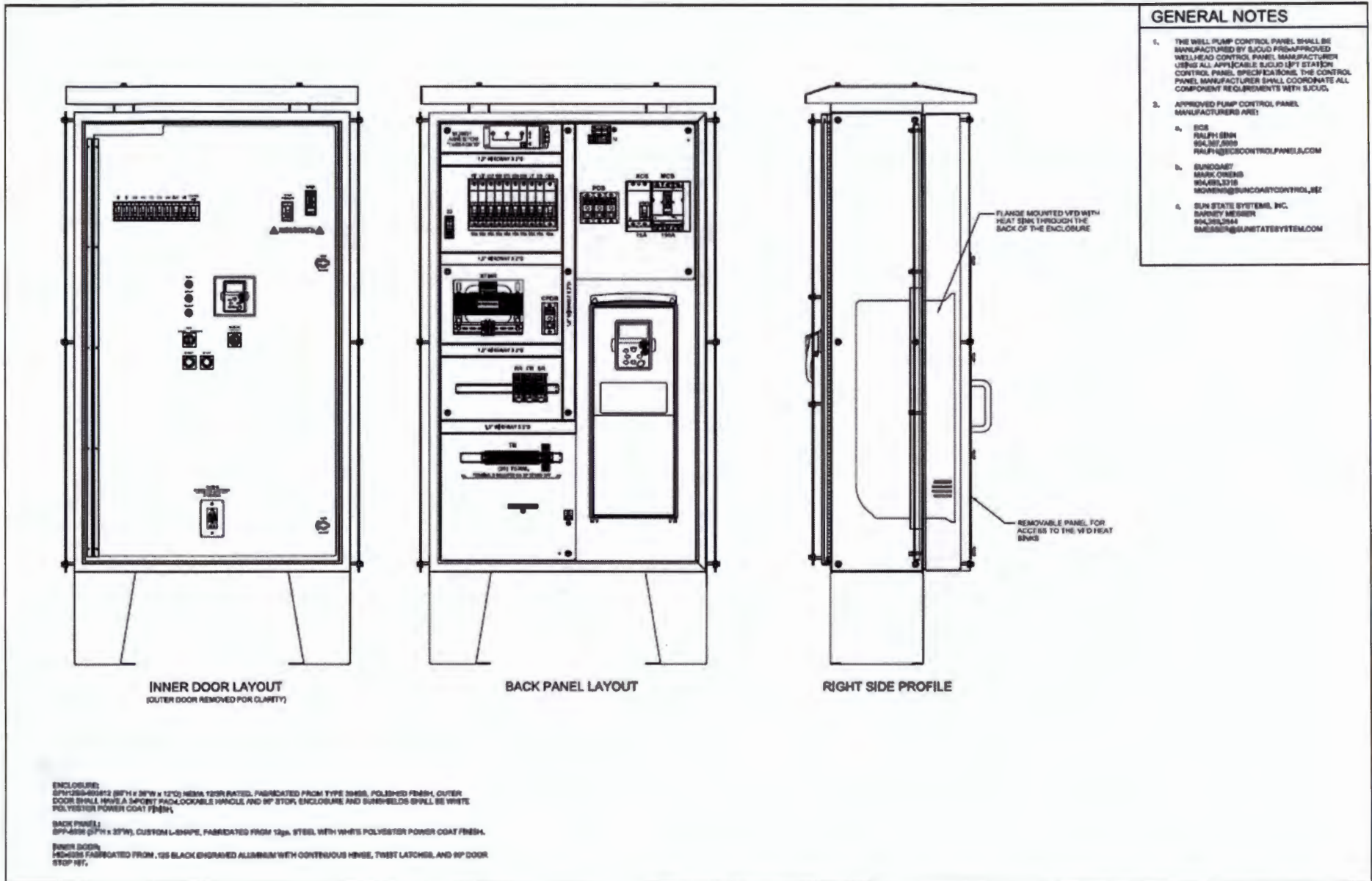
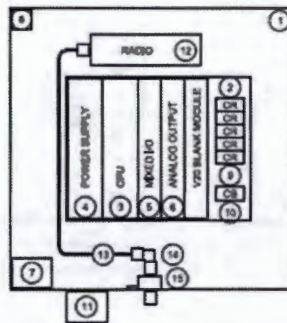


Figure 6 - Electrical Typical Well Pump Control Panel Details

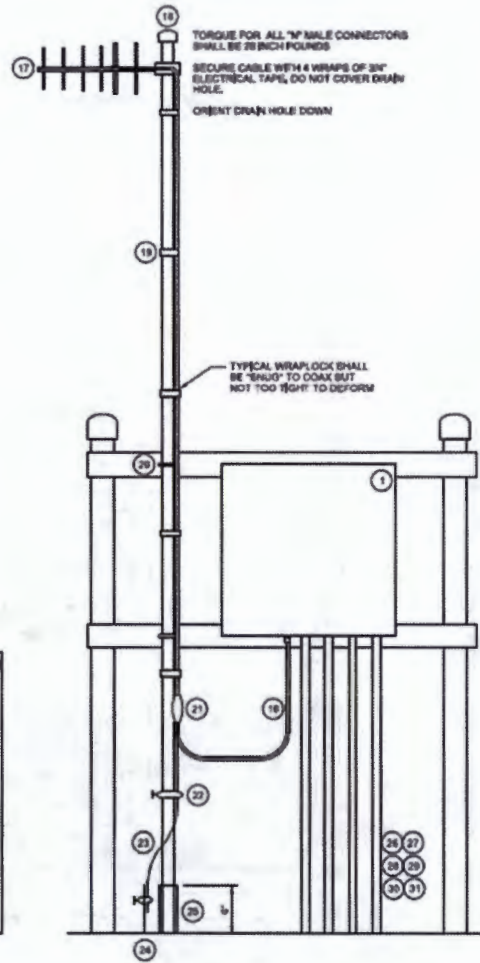
SCADA SYSTEM NOTES:

- THE CONTRACTOR SHALL EMPLOY THE SERVICES OF A LICENSED PROFESSIONAL ENGINEER TO PERFORM ALL SCADA SYSTEM ADDITIONS AND MODIFICATIONS INCLUDING NEW RTU, ANTENNA, AND MAST.
- THE SCADA SYSTEM SUPPLIER SHALL MODIFY AND UPGRADE THE EXISTING SCADA MASTER SYSTEM AS REQUIRED TO INCORPORATE THE NEW FACILITIES.
- THE CONTRACTOR AND THE SCADA SYSTEM SUPPLIER SHALL COORDINATE ALL SCADA SYSTEM INSTALLATION WITH THE SCADA SYSTEM SUPERVISOR.
- THE SCADA SYSTEM RTU SHALL BE A SCADA STANDARD WELLHEAD RTU WITH MOTOROLA ACE3000 RTU CONFIGURED WITH MIXED IO MODULES AS INDICATED. PROVIDE POWER AND SIGNAL LINE SURGE PROTECTION.
- PRIOR TO SHOP DRAWING SUBMITTALS, THE SCADA SYSTEM SUPPLIER SHALL CONFIRM RADIO ANTENNA SELECTION WITH THE SCADA SYSTEM SUPERVISOR.
- IN ORDER TO MAINTAIN FCC PART 19 COMPLIANCE, ALL ANTENNA WORK MUST BE PERFORMED OR CERTIFIED BY AN FCC CERTIFIED TECHNICIAN. THE SCADA SYSTEM SUPERVISOR WILL INSPECT AND CERTIFY (AT NO CHARGE) BUT WILL NOT PERFORM CORRECTIVE ACTIONS.
- ANTENNA MAST GROUND ROD SHALL BE BONDED (UNDERGROUND) TO THE STATION ELECTRICAL SYSTEM GROUNDING ELECTRODE SYSTEM.
- ALL LIGHTNING PROTECTION GROUNDING CONDUCTORS SHALL HAVE AN EVEN SLOPE FROM POINT OF CONTACT TO THE GROUND ROD (NO 90° BENDS).
- ALL GROUND CONTACT POINTS SHALL BE PROTECTED BY AN ANTI-OSIDATION COMPOUND.
- ALL RF CONNECTORS SHALL BE TIGHTENED TO MANUFACTURER SPECIFICATIONS AND SHALL BE PROPERLY SEALED, COLD SHRINK IS NOT ACCEPTABLE.
- DRAIN HOLES ON ANTENNAS MUST BE ORIENTED DOWN.
- ALL THREADED CONNECTIONS, EXCEPT ANTENNA CONNECTIONS, SHALL BE PROTECTED WITH ANTI-RUST TREATMENT.
- PROVIDE CON RAIL ON BACK PLANE AT THE RTU RADIO MOUNTING LOCATION FOR THE 4RF RADIO MOUNTING BRACKET, MOUNT THE CON RAIL USING EXISTING TAPPED BORE HOLES. DO NOT DRILL AND TAP NEW HOLES.



SCADA SYSTEM RTU DETAIL

N75



SCADA SYSTEM ANTENNA DETAIL

N75

SCADA SYSTEM EQUIPMENT SCHEDULE	
#/REV	DESCRIPTION
1	RTU ENCLOSURE, SCHEMATIC ELECTRICAL ENCLOSURE, SIGNAL, 200W-TS, 02107 SUBSTITUTED, NEMA 12/3R ALUMINUM ENCLOSURE, PADLOCK PROVISIONS, ALUMINUM TOP, SIDES, AND DOOR BUM BUSHINGS
2	MOTOROLA ACE3000 METAL CHASSIS WITH 3 IO SLOT FRAME V014/V10
3	MOTOROLA ACE3000 RTU WITH UPGRADE TO CPU3000 AND SECURITY ENABLE OPTION T750/446/VA/0000AA
4	MOTOROLA CPU PLUS-80 ETHERNET 10/100 M PORT V012
5	MOTOROLA ACE3000 AC POWER SUPPLY WITH BATTERY CHARGER V001
6	MOTOROLA ACE3000 MIXED IO MODULE, 16CH, 4 E.E.DO, 4N, 420MA WITH FLOATING POWER SUPPLY V110
7	MOTOROLA BATTERY POWER CABLE FAK0170
8	BATTERY BACKUP 12V, 7AH, SEALED RECHARGEABLE SLA BATTERY, 100% USP 6F407
9	DIAGNOSTIC SWITCH WITH BUILT TO DISPLAY TEST LINE, POWER, MEMORY, BATTERY, 02107
10	DIPSWAL MOUNTED DIGITAL OUTPUT CONTROL, RELAYS, 0208-1-001-001-01-12VDC, SPOT, P11
11	CON RAIL MOUNTED CIRCUIT BREAKER SUPPLEMENTARY PROTECTOR BAYON FAZ-2101-8P
12	DIYER DTG-120V SURGE PROTECTION DEVICE 120VAC
13	4RF DIGITAL RADIO MODEL APR04250-95C-HD-32-25MA
14	4RF DIGITAL RADIO CON RAIL MOUNTING BRACKET APR04250-95C-HD-32-25MA
15	RADIO POWER CABLE 12VDC WITH PLUG COMPATIBLE WITH MOTOROLA POWER SUPPLY
16	RADIO COMMUNICATION CABLE TYPE 568B ETHERNET CABLE 1M
17	LAN-100 FLEXIBLE COAX, 1/2 MALE/3/4 MALE CONNECTORS, 35', LONG
18	2-CONFORMA-MINIBUS TYPE 3 MULTIPLEXER 90° ANGLE ADAPTER
19	1/2" 90° WRAPLOCK BANDS, 3" ON CENTER, 7E WRAPS ARE NOT ACCEPTABLE
20	4RF 020 U DOL TO (WITH GROUND) MUST BE USED ON ALL TYPE 000
21	1" ERSO 020-50M COAX GROUND KIT
22	GROUNDING CLAMP RATED FOR DIRECT BURIAL
23	NO. 4 AWG SOLID THINNED COPPER CONDUCTOR
24	COPPER CLAD STEEL GROUND ROD, 5/8" DIAMETER, 10' LONG
25	2" 9" SCHEDULE 40 DRAY PVC CONDUIT 90° ELBOW THROUGH SLAB
26	1" 9" SCHEDULE 40 DRAY PVC CONDUIT TO TRAP CONTROL PANEL, 120 VAC CONDUCTORS
27	1" 9" SCHEDULE 40 DRAY PVC CONDUIT TO TRAP CONTROL PANEL, 24 VDC CONDUCTORS
28	1" 9" SCHEDULE 40 DRAY PVC CONDUIT TO TRAP CONTROL PANEL, 24 VDC CONDUCTORS
29	1" 9" SCHEDULE 40 DRAY PVC CONDUIT TO TRAP CONTROL PANEL, 24 VDC CONDUCTORS
30	1" 9" SCHEDULE 40 DRAY PVC CONDUIT TO TRAP CONTROL PANEL, 24 VDC CONDUCTORS
31	1" 9" SCHEDULE 40 DRAY PVC CONDUIT TO TRAP CONTROL PANEL, 24 VDC CONDUCTORS

RTU IO SCHEDULE	
MIXED IO MODULE	ANALOG OUTPUT MODULE
01 RTU RTU/IO SWITCH	01 WELL YFO SPEED COMMAND
02 GENERATOR RUNNING	02 SPARE
03 GENERATOR FAULT	03 SPARE
04 GENERATOR LOW FUEL	04 SPARE
05 ATS IN NORMAL	
06 ATS IN EMERGENCY	
07 ATS NORMAL SOURCE AVAILABLE	
08 ATS EMERGENCY SOURCE AVAILABLE	
09 CONTROL POWER AVAILABLE	
10 WELL PUMP IN SERVICE	
11 WELL PUMP RUNNING	
12 WELL PUMP FAULT	
13 WELL PUMP CYCLED	
14 SPARE	
15 SPARE	
16 SPARE	
17 SPARE	
18 SPARE	
19 SPARE	
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30 SPARE	
31 SPARE	

SCOPE OF WORK

A. GENERAL INFORMATION

SJCUD is expanding the public water supply system capacity for the utility service area due to growth within the County and limitations on the current system's capacity. The successful completion of this project shall provide for at least three (3) and up to nine (9) additional water wells and associated systems that will provide for future growth and system expansion to accommodate the capacity needs for the service area for years to come.

B. PROJECT SCOPE AND REQUIREMENTS

1. The scope of work for these projects shall require the selected Design-Build Firm to satisfactorily perform and complete the design, permitting, and construction of up to twelve (12) new public supply water wells for the utility service area, as well as the well header, electrical and instrumentation and control (I&C) equipment, generator and fuel tank, and associated concrete pads to convey raw water flow to the existing Northwest, CR214, Hastings, Inlet Beach, Northeast and a the future CR208 West Water Treatment Plants (WTP). The new wells will be constructed on sites currently owned by SJCUD as identified in the Design Criteria Package or on sites that will be purchased by SJCUD during this contract within the areas shown in the Design Criteria Package. The cost for each well will be based on the submission of a Guaranteed Maximum Price (GMP) proposal by well over a five year period and two one year renewals for a total of seven years if required. The construction of the first three wells are prioritized and the remaining wells will be constructed as required by future growth.
2. The Design Criteria Package (DCP) is provided as part of this Request for Qualifications (RFQ) Document. The Design-Build Firm in consultation with SJCUD shall be responsible for determining the most appropriate and cost-effective means and methods for completion of the project.
3. The Scope of Work for each of the wells, shall generally include the following elements:
 - a. New Floridan Aquifer Wells:
 - 1) Design, permit and construct three (3) 1,500 gallon per minute wells located on the designated County owned property for NW and CR214 WTP's. The remaining well sizes are listed in the DCP. The actual wellhead layout will be determined during the design phase of the project in conjunction with the SJCUD project team. A conceptual site plan showing the components of the proposed sites is included in the Design Criteria Package for this project.
 - 2) Estimated Budget: \$250,000/well
 - b. Well Header, Electrical, I&C, and Miscellaneous Components:
 - 1) Design and construct a well header pipe to connect each new well to the County's existing raw water infrastructure for the respective WTP. The wells shall be operated on a variable frequency drive to control the rate of pumping. Each wellhead piping layout shall include flow measurement, flushing capability, and a connection to SCADA. The electrical system shall include coordination with the electric provider (FPL, Beaches or JEA), installation of conduit, provision of electrical and control equipment, grounding and electrical power plan, electrical load calculations, arc flash requirements,

and SCADA. Additional requirements shall include, but shall not be limited to black, vinyl coated, chain link (see PS-F-01) or cattle excluding fencing, concrete pad(s), above ground flanged piping, flow meter, valves, and raw water piping to each designated connection point.

2) Estimated Budget: \$750,000/well

c. Well Pump & Motor:

1) Design, provide, and install a well pump to move raw water to the WTP. The pump will be located approximately 100 feet down in the well. Each well pump shall be tested prior to startup to ensure minimal vibration at all flow ranges. Motor shall be totally enclosed and fan cooled (TEFC), inverter rated, and non-overloading under all operating conditions. Approved pump suppliers are Floway, Peerless, or pre-approved equal.

2) Estimated Budget: \$175,000/well

d. Generator and Fuel Tank:

a. Design, permit, provide, and install a diesel driven generator with a fuel tank, concrete pad for both at least 75' from the well, and an automatic transfer switch to power the well during power emergencies. The fuel tank may be integral with the generator or a separate above-ground fuel tank as manufactured by Convault with interconnecting fuel piping for each well site.

b. Estimated Budget: \$300,000/well

e. Performance Testing:

1) An Aquifer Performance Testing (APT) Plan is established to conduct a step drawdown pumping test following construction and prior to placing each well into service. The test shall be in accordance with the APT Plan included below which may be modified during the design phase.

2) Estimated Budget: Included in prices above.

St. Johns County Utility Department

Construction and Aquifer Performance Sample Testing Plan

For Wells

A. INTRODUCTION

St. Johns County Utility Department (SJCUD) plans to develop two new public water supply wells (NW-8 & 9) in their Northwest Water Treatment Plant (NW/WTP) wellfield and one new public water supply well (TR-51) in their CR214 WTP wellfield. The new 1,500 gpm, 20-inch production wells will be completed in the upper Floridan aquifer and will provide additional capacity to help meet customer demands served by the County's water system. The purpose of this document is to provide the general construction and testing details for the proposed supply wells.

B. LOCATION

Figures 1 and 2 in the Design Criteria document are aerial photographs showing the SJCUD NW and CR214 WTP wellfields and the general location of the existing and proposed supply wells. The new wells are located northwest of each WTP and will be constructed on 200' by 200' sites owned by SJCUD. Unless otherwise noted, the well shall be located in the center of the well site.

C. PROPOSED WELL CONSTRUCTION

The new production well will be constructed in accordance with well construction standards set forth in Rule 40C-3 of the Florida Administrative Code (F.A.C.) and other applicable regulatory requirements. The construction details of the proposed production wells are provided in Figure 8 and 15. Construction and related details for the production well include the following:

1. Obtain well construction permits from the SJRWMD and other regulatory agencies and pay all associated fees.
2. Silt fencing will be installed at the well sites to minimize soil erosion and silt migration during construction and testing.
3. Mobilize drill rig and equipment to the site. Raw water header piping and electrical conduit may be installed under the stabilized ingress/egress roadway to provide access for the drill rig and additional equipment.
4. Set up fluid containment system for mud rotary and reverse air drilling.
5. A qualified and registered hydrogeologist will be onsite as-needed during key construction and testing activities (to be defined). Geological information from a work water well shall be used to design the production well.
6. Ream a sufficiently sized borehole and install an appropriately sized carbon steel/316SS/PVC surface casing to a depth of approximately 80' bls as shown in Figure 4. Pressure grout the casing using ASTM Type II Portland cement.
7. Actual casing length and final well depth will depend on site-specific hydrogeologic conditions.
8. Drill the pilot hole from 80' to a depth of approximately 240' bls. The purpose of this pilot hole is to penetrate the top of the upper Floridan aquifer and determine the setting depth for the final casing.
9. Ream a nominal borehole and install the final casing to a depth of approximately 240' bls. Pressure grout the final casing using ASTM Type II Portland cement.
10. Advance a nominal borehole from 240' bls to a depth of approximately 400' bls using reverse-air drilling techniques.

11. Reverse-air water quality samples will be collected from the drill stem discharge at 30' intervals during advancement of the open hole beneath the final casing. The water samples will be field collected by the drilling contractor and analyzed by the hydrogeologist for the parameters listed in Section E below.
12. Formation samples will be collected during drilling from the circulation fluid at 20' intervals, from land surface to the total depth drilled. Samples will be described by a Professional Geologist according to rock type, physical properties, and fossil content. Unconsolidated formation samples will be classified in accordance with the Unified Soil Classification System. Samples and their descriptions shall become part of lithographic log.
13. Following completion of the well, geophysical logs will be conducted under static and pumping (dynamic) conditions. Static logs will include natural gamma ray, long- and short-normal and single point resistivity, spontaneous potential, fluid resistivity, temperature, caliper, and fluid velocity. Dynamic logs will include fluid resistivity, temperature, and fluid velocity. In addition, a video survey will be conducted on the completed well to visually inspect the casings and open boreholes. Geophysical logs will be submitted electronically to the SJRWMD in LAS format within 30 days of completion of logging.
14. Conduct a step drawdown pumping test on each well as described in Section D below.
15. Following well construction, the finished grade surrounding the well will be raised to at least the 100-year flood elevation and sloped from the wellhead as depicted in Figure 8. The well drilling contractor will be required to set the top of the casing flange a minimum of 12 inches above the top of the future concrete pad at an elevation to be determined later after design of the wellhead facilities is complete.

D. PROPOSED AQUIFER PERFORMANCE TESTING (APT) PLAN

The APT plan for the new production well will consist of conducting a step drawdown pumping test following construction. The step-drawdown pumping tests will be conducted as detailed below:

1. The SJRWMD will be notified at least 1 week prior to conducting the step tests. Four discharge rates representing approximately 50%, 75%, 100%, and 125% of the 1,500 gpm design capacity will be used. Pumping rates will be controlled by a throttling valve on the discharge side of the pump. Pumping will continue while discharge rates are increased between each step.
2. The performance test duration for each discharge rate will be approximately 30 minutes or until the drawdown reaches steady state, as coordinated with the SJRWMD or unless otherwise directed by the Engineer.
3. Discharge water during pumping will be directed to the open areas near the well sites. A minimum of 100 feet of piping will be used to direct discharge water from the well to a discharge location. Visqueen or other impermeable sheet-like material may be located at the discharge location to facilitate "sheet flow" of discharge water. Hay bales or other similar material may be used as necessary to prohibit erosion or sediment transport from the discharge area. Discharge areas will be monitored continuously during each APT.
4. Water level drawdown and recovery measurements will be recorded from the pumped well at frequencies meeting or exceeding recommendations in the Applicant's Handbook.
5. Water levels will be measured continuously during the APT in accordance with SJRWMD requirements as described in Appendix F of the Applicant's Handbook.
6. Water levels will be measured with electronic data loggers and backed up with manual measurements. Precision of measurements will be within 0.05 foot.

E. WATER QUALITY SAMPLING

1. During construction of the well, water samples will be collected from the discharge during reverse-air drilling at approximate 30-foot intervals. Reverse-air water samples will be analyzed in the field for the following:
 - a. Field Chloride
 - b. Field Sulfate
 - c. Field Specific Conductance
 - d. Field Temperature
 - e. Field pH
2. A final water quality sample will be collected from the new well at the end of the step tests for laboratory analysis of primary and secondary drinking water standards. Another water quality sample will be collected from the well for laboratory analysis of the following water quality parameters:
 - a. Chloride
 - b. Total Dissolved Solids
 - c. Sulfate
 - d. Calcium
 - e. Magnesium
 - f. Sodium
 - g. Field Temperature
 - h. Potassium
 - i. Specific Conductance
 - j. Carbonate
 - k. Total Iron
 - l. Total Hardness
 - m. Bicarbonate – total alkalinity if pH is 6.9 or lower.
3. Major ion analysis will be checked for ion balance within 5 percent. Duplicates will be taken to allow for laboratory errors or data loss. In the event that the data do not balance within 5%, the duplicate samples will be analyzed and submitted to the SJRWMD. Prior to sample collection, a minimum of 3-5 casing volumes will be removed from the well. A report including all sample analysis, anion-cation balance, chain of custody forms, and an evaluation of the data will be submitted electronically to the SJRWMD. All sampling and water quality analysis will be performed by a laboratory with approved comprehensive or generic quality assurance plans on file with the FDEP or a laboratory having DHRS certification.

F. HYDROGEOLOGIC REPORT

A well construction and APT report will be prepared to include a summary of construction details, APT data, estimated aquifer and well parameters (specific capacity and transmissivity), and results of the field and laboratory sampling. The report will be forwarded to the SJRWMD within 60 days following all construction and testing activities performed on the well.

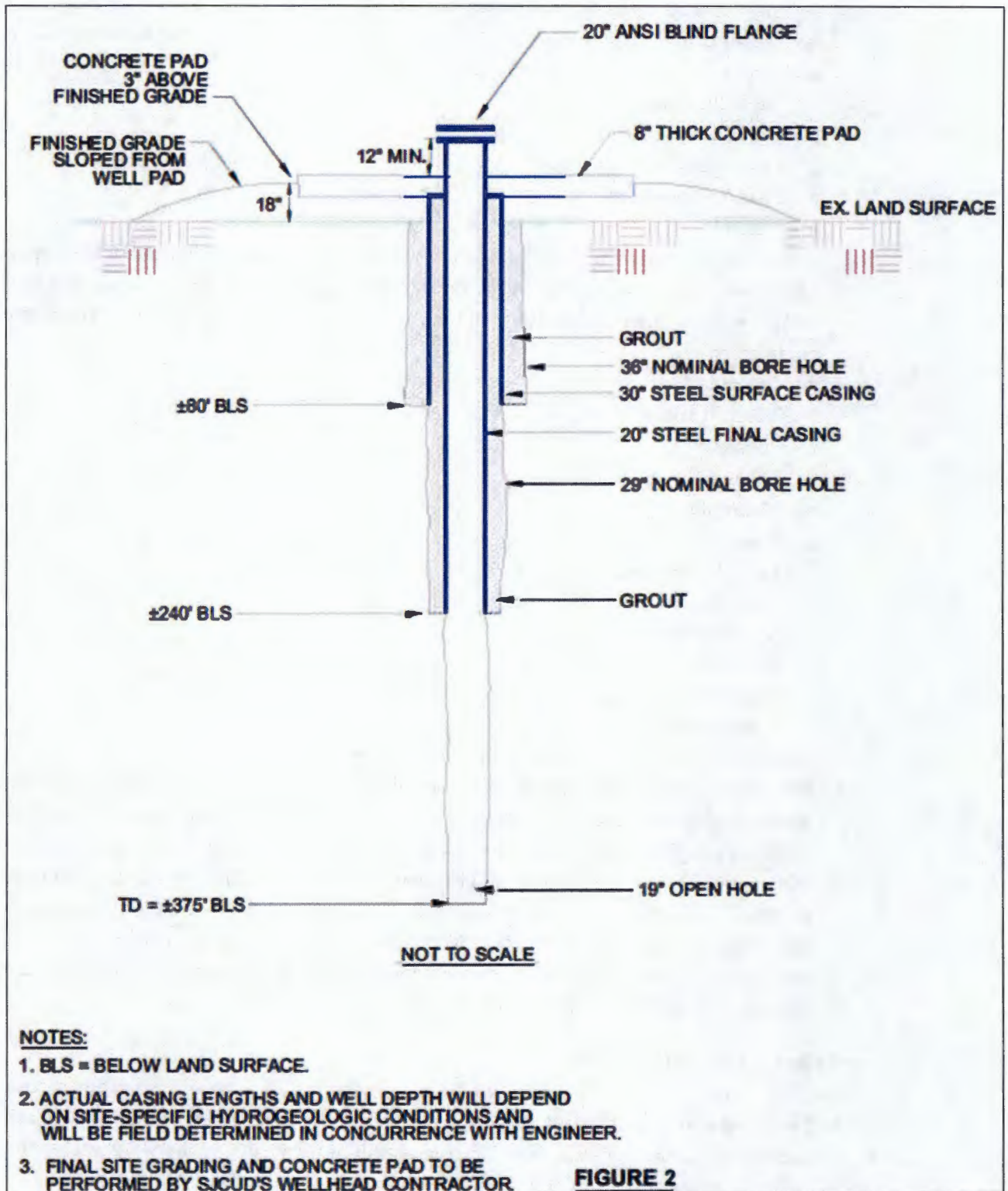


Figure 8 – Typical Well Plan (Size and depth may vary)



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

Design Build Agreement No:

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FOR INFORMATIONAL PURPOSES ONLY

This Design-Build Agreement (“Contract”) is made this [redacted] day of [redacted], 2023 (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 [redacted] (“Design-Builder”), a company authorized to do business in the State of Florida, with its principal offices located at: [redacted], Phone: [redacted], and E-mail: [redacted], for RFQ NO: 1374; DESIGN-BUILD SERVICES FOR WELLS, hereinafter referred to as the “Project”.

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 consist of the following documents incorporated herein by reference:

- a) Design-Build Agreement
- b) Request for Qualifications (RFQ) Documents and RFQ Forms with all addenda thereto for RFQ No. 1374
- c) Notice to Proceed
- d) Specifications and Drawings approved and existing at the time of execution of this Contract
- e) Change Orders and Amendments to this Contract signed by the County
- f) Field Orders signed by the County’s Project Manager
- g) Bonds and Insurance furnished by Design-Builder
- h) Exhibit A Scope of Work and Lump Sum Cost Proposal for Location # [redacted]
- i) Exhibit B Compensation

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-Builder’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Design-Builder’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-Builder.

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

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

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

1.2.2 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements 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 written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution 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 written order to Design-Builder executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.7 Contract Price: The sums set forth in Exhibit B "Compensation" of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Design-Builder 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-Builder: A partnership, corporation, or other legal entity meeting the definition of "Design-Build Firm" pursuant to § 287.055 Florida Statutes and with whom the County has entered into this Contract as identified above.

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-Builder under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional 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 Professional 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, authorized by an approved Change Order during Scope 1 Preliminary Design 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 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-Builder to fully complete Scope 2 “Final Design and Construction” of the Project as set forth in Exhibit B Compensation. The Guaranteed Maximum Price (“GMP”) may be modified only by Change Order or Amendment in accordance with this Contract. The GMP shall be established in the GMP Amendment.

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

1.2.19 Local Business: A company that has an on-going business physically located within the geographical boundaries of St. Johns County for a period of not less than twelve (12) months at the time of bid or proposal submittal. The Local Business must also be properly registered with the State of Florida Division of Corporations and produce a current and valid Local Business Tax Receipt issued by the St. Johns County Tax Collector.

1.2.20 Notice to Proceed (NTPs): Written notice(s) given by the County to Design-Builder authorizing Design-Builder 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.

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

1.2.22 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.

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

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

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

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

1.2.27 Subcontractor: An individual (other than an employee of Design-Builder), partnership, corporation, association, joint-venture or other entity, or any combination thereof, which has a direct or indirect contract with Design-Builder to perform any portion of the Work. Subcontractors shall include those who are retained to perform labor and/or supply materials or equipment and design professionals/consultants.

1.2.28 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.

1.2.29 Work: See Design-Build-Work above.

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

1.3 Independent Contractor

Design-Builder represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Design-Builder shall act as an independent Design-Builder 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-Builder shall create any contractual relationship between any such subcontractor or supplier and the County. Design-Builder 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-Builder's Continuing Duty

1.4.1 Design-Builder shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Design-Builder 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-Builder's compliance with the Contract. The County has requested the Project Manager to provide to Design-Builder documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO DESIGN-BUILDER CONCERNING SUCH DOCUMENTS. By the execution hereof, Design-Builder acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Design-Builder has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.4.2 In resolving conflicts between any of the Contract Documents, the following priorities shall govern:

- a) Supplementary conditions, if any, shall govern over the terms of this Contract;
- b) The terms of this Contract shall govern over all Bid Documents, Drawings and Specifications;
- c) Specifications shall govern over Drawings;
- d) Numerical dimensions shall govern over dimensions obtained by scaling; and
- e) Larger scale Drawings shall govern over smaller scale Drawings.

1.4.3 Should Design-Builder have any questions concerning interpretation or clarification of the Contract Documents, Design-Builder shall immediately 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. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Design-Builder files a written protest pursuant to Section 1.5 titled "Disputes". Design-Builder's protest shall state clearly and in detail the basis thereof. The County will consider Design-Builder's protest and render its decision thereon within twenty-one (21) calendar days. If Design-Builder does not agree with the County's decision, Design-Builder shall immediately deliver written notice to that effect to the County.

1.5 Disputes

1.5.1 Design-Builder is solely responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Design-Builder and the County. Unless otherwise directed in writing, Design-Builder 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 dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Design-Builder's failure to protest the County's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Design-Builder of all its rights to further protest, judicial or otherwise.

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

1.6 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Design-Builder 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-Builder 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-Builder and/or Design-Builder's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

2.1.1 Generally. The St. Johns County Utility Department (SJCUD) is expanding the public water supply system capacity for the utility service area due to growth within the County and limitations on the current system's capacity. The successful completion of this project shall provide for the design and construction of three (3) wells identified in Exhibit A Scope of Work as Location 1, and, contingent upon availability of funds, up to nine (9) additional water wells and associated systems, identified in the other locations in Exhibit A, that will provide for future growth and system expansion to accommodate the capacity needs for County service areas for years to come.

In accordance with the provisions of Florida Statutes Section 287.055(10), Reuse of Existing Plans, the County reserves the right to reuse the plans developed for this project for future use, at the sole discretion of the County, in order to serve the best interest of the County, contingent upon availability of funds per fiscal year.

2.1.2 Design, Permitting, and Construction. Design-Build Work shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the well(s) (including achieving the Performance Criteria identified in Exhibit A), and the provision of warranty services, all as further described in the Contract Documents. Upon receipt of Design-Builder's Lump Sum proposal for each location well, the County, in its sole discretion, may (a) accept Design-Builder's Lump Sum proposal and issue a Notice to Proceed with that location's Design-Build Work, or (b) enter into a negotiation with Design-Builder to achieve a mutually acceptable Lump Sum, scope, and/or schedule on which to proceed. In the alternative, the County may reject Design-Builder's proposal for the locations' wells and (i) terminate this Contract, (ii) proceed with another Design-Builder, and (iii) exercise the "Off-Ramp" provisions of Paragraph 2.1.4 below. In such event, Design-Builder acknowledges and agrees that the County's rejection of Design-Builder's GMP proposal shall not entitle Design-Builder to make any claim for damages, loss or profits or compensation of any kind, and all such claims are hereby waived and released by Design-Builder.

The Contract Price will be set forth in Exhibit A Compensation, when mutually agreed between the parties. Once the parties have agreed upon the Contract Price and the County has issued a Notice to Proceed, Design-Builder shall perform the Design-Build Work, all as further described in Exhibit A Scope of Work, as it may be revised.

2.1.3 Off-Ramp. 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 Design Development, rather than proceeding to Permitting and Construction under Paragraph 2.1.2 above, and that certain design consultant or engineering services Subcontractors are not available to continue working on the Project. Therefore, Design-Builder 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-Builder shall also include a provision whereby such subcontract(s) may be assigned to the County. In the event of termination as described in Section 10.2 of the Contract, Design-Builder agrees to assign such subcontract(s) upon the County's request, subject to the prior rights of a surety, if any, obligated under Bond relating to the Contract. In the event the County accepts the assignment of a Subcontract(s), the County assumes the Design-Builder's rights and obligations under such Subcontract(s).

2.2 Labor and Materials

2.2.1 Design-Builder 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-Builder 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-Builder for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

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

expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Design-Builder will not perform Work on a Saturday, Sunday, or any legal holiday. Design-Builder 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-Builder shall seek such prior written consent from the County 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-Builder 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-Builder's Technical Submittals

Design-Builder 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 allowing at least fourteen (14) calendar days for such review (unless a shorter time frame is otherwise mutually agreed in writing). The County will review the Design-Builder'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-Builder shall revise and resubmit Technical Submittals as necessary.

The Design-Builder shall not be entitled to any extension of time or cost adjustment for any delay caused by the Design-Builder'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-Builder's schedule. Design-Builder shall provide written notice to the County whenever the Work is likely to be delayed as a result of late submittal of Technical Submittal.

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

2.4 Project Sequencing/Arrangement

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

2.6 Cleaning the Jobsite

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

2.7 Reporting Requirements

2.7.1 Daily Record. During the Construction phase of the Project, the Design-Builder 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-Builder to the County pursuant to the Contract Documents. In addition to the Daily Records, Design-Builder shall keep a daily log available to the County and the Permitting Agency(ies) inspectors for reviewing and copying on the Project's Jobsite.

2.7.2 Monthly Progress Report. Commencing with NTP, the Design-Builder shall prepare and submit a written monthly report by the tenth (10th) day of each calendar month. The Monthly Progress Report shall be provided in the latest version of Microsoft® Word. 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) details, explanations of any activity that is behind schedule, (5) corrective actions taken to recover schedule, (6) safety and environmental incidents and corrective actions taken, (6) change orders pending and approved, (7) status report of procurement activity; (8) request for information (RFI) log; (9) progress photos 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 Preliminary Design Development, the Design-Builder 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, revision 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 Final Design and Construction, the Design-Builder 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 Professional Services and Design Build Work, the Design-Builder shall attend regularly scheduled progress review meetings convened by the County with respect to the Project. Design-Builder 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-Builder 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-Builder shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Design-Builder 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-Builder shall take whatever steps necessary to provide such access when requested.

2.11 Utilities

Design-Builder shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Design-Builder's Work as required by the Contract Documents. If the scope of Work requires, Design-Builder 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-Builder 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-Builder 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-Builder damages any existing Utility Lines, shown or not shown on the Drawings, Design-Builder shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Design-Builder's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.13 Taxes

2.13.1 Design-Builder 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-Builder shall make any and all payroll deductions required by law. Design-Builder 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-Builder 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-Builder is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Design-Builder shall provide County a copy of Design-Builder's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Design-Builder fails to timely provide a completed, current Form W-8ECI, County will withhold backup withholding taxes from the amounts due Design-Builder, remit such sums to the IRS, and pay Design-Builder only the remainder. County makes no representation regarding the tax treatment of amounts due to Design-Builder, and Design-Builder 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-Builder 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-Builder 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-Builder, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Design-Builder 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 Subject to Exhibit D "Permit List", Design-Builder shall obtain and pay for all permits, approvals, licenses and fees as necessary and ordinary for the performance of the Work. Design-Builder shall provide complete copies of all permits, approvals and licenses to the County within five (5) 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-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility. Excluding such permits, approvals and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.15.3 Subject to Paragraph 1.6 above, the County shall furnish Design-Builder electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Design-Builder. The above responsibility notwithstanding, Design-Builder may request a (hardcopy) set of Contract Documents from the County. Design-Builder will reimburse the County for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

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

2.16.2 The GMP amount shall be reduced by the net, undiscounted amount of the purchase order, plus all sales taxes that would have applied. **ISSUANCE OF THE PURCHASE ORDER BY THE COUNTY DOES NOT CHANGE ANY OF THE DESIGN-BUILDER'S RESPONSIBILITIES REGARDING THE RECEIVING AND INSTALLATION OF THE MATERIALS PURCHASED.** The Design-Builder remains fully responsible for all other obligations it has under the terms of this Contract.

ARTICLE III CONTRACT TIME

3.1 Contract Time

The County intends to issue separate NTPs for each well location for the Design-Build Work as follows:

3.1.1 **Location 1 Design Development and Construction.** Design-Builder shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within _____ (0) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached by or before _____ (0) consecutive calendar days after Substantial Completion.

3.1.2 **Location 2 Design Development and Construction.** Design-Builder shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within _____ (0) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached by or before _____ (0) consecutive calendar days after Substantial Completion.

3.1.3 **Location 3 Design Development and Construction.** Design-Builder shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within _____ (0) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached by or before _____ (0) consecutive calendar days after Substantial Completion.

3.1.4 **Location 4 Design Development and Construction.** Design-Builder shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within _____ (0) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final

Completion shall be reached by or before _____ (0) consecutive calendar days after Substantial Completion.

3.1.5 Location 5 Design Development and Construction. Design-Builder shall commence the Work within ten (10) calendar days following receipt of the County’s Notice to Proceed and shall substantially complete all Work within _____ (0) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached by or before _____ (0) consecutive calendar days after Substantial Completion.

3.1.6 Location 6 Design Development and Construction. Design-Builder shall commence the Work within ten (10) calendar days following receipt of the County’s Notice to Proceed and shall substantially complete all Work within _____ (0) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached by or before _____ (0) consecutive calendar days after Substantial Completion.

3.1.7 Contractor, prior to commencing Design Development and Construction for each Location, Design-Builder shall submit to the Project Manager for his/her information, Design-Builder’s GMP Proposal for the Location, and Design-Builder’s Project schedule for completing the Design Professional Services. Upon acceptance of the Lump Sum Cost Proposal, a Contract Amendment will be executed prior to issuance of the County’s Notice to Proceed. Design-Builder’s schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing).

3.2 Time is of the Essence

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

3.3 Liquidated Damages

3.3.1 Execution of this Contract by Design-Builder shall constitute Design-Builder’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 Design-Build Work per well location required is delayed beyond the time limit for achieving Substantial Completion and Final Completion as specified in Paragraphs 3.1.5 and 3.1.6 above. Design-Builder 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-Builder 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-Builder 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 Per Well Location	Substantial Completion	Final Completion
Design and Construction	\$2,500 per day	\$3,500 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-Builder 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 are without prejudice to the County’s rights of termination and Design-Builder’s obligation to complete the Work.

3.3.3 The total amount of liquidated damages for delay associated with the Design-Builder’s failure to achieve Substantial Completion and/or Final Completion within the Contract Time, as may be extended pursuant to Paragraph 8.2 of this Contract, shall not exceed a cumulative total of \$540,000.00. Such Liquidated Damages are not intended to, and do not, liquidate Design-Builder’s liability under the indemnification provisions of Section 11.4 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.

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

3.4 Disclaimer of Consequential Damages

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

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

The Contract Price for Design and Construction Work as set forth in Exhibit B "Compensation".

4.2 Schedule of Values

4.2.1 Prior to the commencement of Design Development and Construction for each location, Design-Builder shall submit to the County and to the Project Manager a GMP Proposal and Schedule(s) of Values allocating the Contract Price to the various portions of the Work. Design-Builder'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-Builder shall not imbalance the Schedule(s) of Values nor artificially inflate any element thereof. The violation of this provision by Design-Builder shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County, the Schedule(s) of Values shall be used as a basis for Design-Builder'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-Builder until acceptable Schedule(s) of Values are submitted as described in Paragraph 4.2.1 above.

4.3 Measurement and Payment

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

4.3.2 No payment 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-Builder's submit of the initial Application for Payment, Design-Builder shall have delivered the following documents. The County will not make any payment to Design-Builder until Design-Builder has complied with these requirements for each Scope of the Project.

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

4.4.2 On or before the tenth (10th) day of each calendar month, Design-Builder 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-Builder. 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-Builder 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-Builder and the County's Project staff, Design-Builder 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-Builder'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-Builder an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Design-Builder, 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-Builder.

4.4.5 Design-Builder 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-Builder may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Design-Builder 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-Builder shall include the following on each Application for Payment:

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

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

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

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

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

Payment 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-Builder, and shall not include any overhead or profit to Design-Builder.

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

- a) Any Claims are made against Design-Builder 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-Builder's Indemnification obligations under Section 11.2 below;
- c) Design-Builder fails to pay Subcontractors or others in full and on-time;
- d) Design-Builder fails to submit schedules, reports, or other information required under the Contract;
- e) Design-Builder fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Design-Builder persistently fails to fully and properly perform the Work in accordance with the Contract Documents;
- g) Defective or non-conforming Work is not remedied; or
- h) Design-Builder 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-Builder or property of the County connected with performance under this Contract are not promptly removed by Design-Builder 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 that may become due, to Design-Builder. If the amount of such withheld payments or other monies due Design-Builder under the Contract is insufficient to meet such cost, or if any Claim or lien against Design-Builder is discharged by the County after final payment is made, Design-Builder 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.

ARTICLE V DESIGN-BUILDER RESPONSIBILITIES

5.1 Performance

5.1.1 Design-Builder 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-Builder's ability to satisfy its contractual obligations hereunder. Design-Builder 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-Builder 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-Builder 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-Builder

performs any portion of the Work where Design-Builder 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-Builder shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Design-Builder shall perform the Work strictly in accordance with this Contract.

5.1.4 Design-Builder shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Design-Builder 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-Builder shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceedings or at law. Design-Builder 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-Builder's or a Subcontractor's performance of the Work.

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

5.1.6 Design-Builder 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-Builder shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Design-Builder ("Authorized Representative") during all phases of the Design-Build Work. All communications given to the Authorized Representative shall be binding upon Design-Builder. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice". Any such addition, removal or change is subject to the County's approval.

5.2.2 At all times during the Construction phase, Design-Builder shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representatives 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-Builder 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-Builder 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-Builder 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-Builder shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Design-Builder'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-Builder to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Design-Builder 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-Builder's Superintendent.

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

5.3.6 Drug Free Workplace. By signing this Contract, Design-Builder 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-Builder'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-Builder 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-Builder 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-Builder.

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-Builder is required to provide complete 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-Builder 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 St. Sebastian Yew
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Design-Builder, its Subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Design-Builder shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary and desirable to remediate the contamination at Design-Builder's sole cost and expense. Further, Design-Builder 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 Substantial Completion

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

5.4.2 The following items shall be completed prior to Design-Builder's request for a Substantial Completion inspection of Design Build Work:

- a) All general construction completed.
- b) Project Jobsite cleared of Design-Builder's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

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

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

5.5 Final Inspection (Design and Construction)

When all Design-Build Work is finally complete and Design-Builder is ready for a final inspection, Design-Builder shall provide written notice to the County and the Project Manager. The Project Manager, with Design-Builder's cooperation, will conduct such reviews, inspections and tests that 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-Builder will be notified in writing of deficiencies. After correcting all deficiencies Design-Builder 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-Builder has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

5.6 Final Payment

5.6.1 Preliminary Design Development

Before being eligible for final payment of any amounts due, the Design-Builder shall deliver to the County all Work Product (as defined in Paragraph 5.6.3 below) prepared by and for the County under this Contract. The Design-Builder shall clearly state "Final Invoice" on the Design-Builder's final/last billing to the County for Scope 1 Preliminary Design and Development. This shall constitute Design-Builder's certification that all Services have been properly performed and all charges, costs and expenses have been invoiced to the County. Any other charges, costs or expenses not properly included on this Final Invoice are waived by Design-Builder.

5.6.2 Final Design and Construction

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

- a) Deliver to the County all Work Product prepared by and for the County under this Contract (as defined in Paragraph 5.7 below);
- b) Complete all items applicable to the Work identified in Paragraph 5.4.2;
- c) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
- d) Consent of Surety for final payment and/or retainage;
- e) Final Waiver and Release of Claim signed by Design-Builder;
- f) Submittal of final corrected as-built (record) Drawings;
- g) Settlement of Liquidated Damages, as applicable; and
- h) Settlement of liens and Claims, if any.

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

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

5.7 Ownership of Work Product

5.7.1 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-Builder 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-Builder shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Design-Builder's Work Product.

5.7.2 The Design-Builder may not reuse Work Product developed by Design-Builder 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-Builder agrees to such reuse in accordance with this provision. Any plans which the Design-Builder provides under this Contract shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

5.7.3 All covenants, agreements, representations and warranties made hereon, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made hereon 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-Builder 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 thereunder by Design-Builder. 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-Builder.

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Design-Builder'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-Builder believes that acts or omissions of the County constitute a change to the Work, Design-Builder 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-Builder, 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 effected by written field order and shall be binding upon Design-Builder. Design-Builder shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Subject to Exhibit C Procurement and Subcontract Services attached hereto, Design-Builder may engage Subcontractors as required to perform the Work and fulfill Design-Builder's obligations under this Contract. Work performed by a Subcontractor shall be pursuant to an appropriate agreement between Design-Builder 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 an 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.

Design-Builder 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-Builder.

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

ARTICLE VIII CHANGES IN THE WORK

8.1 General

8.1.1 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-Builder agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

8.1.2 If at any time Design-Builder believes that acts or omissions of the County constitute a change to the Work, Design-Builder shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Design-Builder's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Design-Builder'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-Builder's knowledge of the claim, Design-Builder 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-Builder shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Design-Builder is to be paid for such Work.

8.2 Changes in the Contract Time

8.2.1 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-Builder if a claim for an extension is submitted in accordance with Section 8.1.2 above.

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

8.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Design-Builder'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.

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

8.3 Changes in the Contract Price

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

8.3.2 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-Builder 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-Builder.

8.3.3 If no mutual agreement occurs between the County and Design-Builder, then the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Design-Builder 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-Builder that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Design-Builder'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-Builder based on the Project

Manager's recommendation for payment.

8.3.4 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-Builder representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Design-Builder for claims of third parties, including Subcontractors, unless and until liability of Design-Builder has been established therefore in a court of competent jurisdiction.

8.4 Acceptance of Change Orders

Design-Builder'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.

8.5 Notice to Sureties

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

8.6 Differing Site Conditions

If during the course of the Work, Design-Builder 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-Builder, without disturbing the conditions and before performing any Work affected by such conditions, shall within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Design-Builder's written notice, investigate the site conditions identified by Design-Builder. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Design-Builder's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Design-Builder cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 4.5. No request by Design-Builder for an equitable adjustment to this Contract under this provision shall be allowed unless Design-Builder has given written notice to the Project Manager in compliance 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-Builder to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Design-Builder of any Claim arising out of or relating to such concealed or unknown condition.

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

9.1 Uncovering Work

9.1.1 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-Builder 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.

9.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Design-Builder in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Design-Builder

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-Builder 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-Builder shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

9.2 Right to Stop Work

If the Work is defective, or Design-Builder 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-Builder 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-Builder or any other party.

9.3 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-Builder shall pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE X CONTRACT SUSPENSION AND TERMINATION

10.1 Suspension

The County may, by written notice, order Design-Builder 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-Builder's ability to meet the authorized Contract Time, Design-Builder will be granted an extension of time as reasonably agreed by both parties. Design-Builder 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-Builder is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Design-Builder may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

10.2 Termination

10.2.1 The County may by written notice to Design-Builder 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-Builder.

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

10.2.3 Design-Builder 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-Builder hereby grants the County a free and unimpeded right of access to Design-Builder'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.

10.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Design-Builder 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.

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

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

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

ARTICLE XI STANDARD OF CARE, WARRANTY AND INDEMNITY

11.1 Standard of Care

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

11.2 Warranty

11.2.2 Design-Builder 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 first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.2.2 Design-Builder warrants all Design-Builder 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 Final Completion. Design-Builder 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-Builder shall act sooner as requested by the County in response to an emergency. In addition, Design-Builder 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-Builder'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.

11.2.3 Design-Builder 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-Builder.

11.2.4 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-Builder 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-Builder agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

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

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

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

11.3 Extended Equipment Warranty

No later than six (6) months following issuance of Design-Builder's receipt of the Notice to Proceed for Scope 2 Final Design and Construction, Design-Builder 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. At the time of providing the option, Design-Builder 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"). 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 accommodated by Change Order issued by the County pursuant to Section 8.3.

11.4 Indemnity

11.4.1 Design-Builder 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-Builder and persons employed or utilized by Design-Builder in the performance of this Contract.

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

11.4.3 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-Builder" shall be construed to include, but not be limited to, Design-Builder, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of or in the request of Design-Builder. In accordance with Section 725.06, Florida Statutes, the Design-Builder'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; (b) an amount equal to 100% of the Contract Price up to \$100,000,000; and (c) and any amounts paid by or on behalf of Design-Builder that are covered by insurance proceeds from insurance policies required under the Contract Documents.

11.4.4 In Claims against any person or entity indemnified hereunder by an employee of Design-Builder, 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-Builder or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

11.4.5 Design-Builder'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.

11.4.6 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.

11.4.7 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.

11.4.8 Design-Builder 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-Builder agrees to keep the County informed of all developments in the defense of all such actions.

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

11.5 Indemnification and Subcontracts

Any and all Subcontracts of any tier entered into by the Design-Builder 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-Builder'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 XII INSURANCE AND BONDS

12.1 Design-Builder's Insurance Requirements

12.1.1 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-Builder shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Design-Builder has obtained all insurance coverages required under this Section. Certificates of insurance shall clearly indicate Design-Builder 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-Builder and the County.

12.1.2 Not 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.

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

12.2 Additional Insured Endorsements and Certificate Holder

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

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

12.3 Workers Compensation & Employers Liability

Design-Builder 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.

12.4 Commercial General Liability

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

12.5 Automobile Liability

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

12.6 Professional Liability

Design-Builder shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon Final Completion. Design-Builder's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

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

12.7 Excess Liability

Prior to commencing Final Design and Construction, Design-Builder shall procure and maintain Excess Liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 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 Employer's 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".

12.8 Other Requirements

The required insurance limits identified in Sections 12.4 and 12.5 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Design-Builder 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-Builder of its responsibility herein. Upon written request, Design-Builder shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Design-Builder. County has no obligation or duty to advise Design-Builder of any non-compliance with the insurance requirements contained in this Section. If Design-Builder fails to obtain and maintain all of the insurance coverages required herein, Design-Builder 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-Builder complied with its obligations herein.

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

12.9 Payment and Performance Bonds

Design-Builder 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-Builder until Design-Builder has provided the County a certified copy of the recorded bond.

12.10 Warranty Bond

As a condition to the release of Payment and Performance Bonds provided by Design-Builder pursuant to Section 12.10 above, Design-Builder 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-Builder'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.

ARTICLE XIII DELIVERY OF DOCUMENTS

Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 14.26 below, the Design-Builder agrees all Submittals, Work Product and other documents required by the Contract Documents shall be submitted to the County electronically on 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.

All Design-Builder Submittals and Work Product of professional engineering plans, shop drawings of designed components, calculations, and other documents prepared by the Design-Builder or the Design-Builder'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 XIV MISCELLANEOUS

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

14.2 Backcharges

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-Builder 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-Builder for any and all costs thereby incurred by the County.

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

14.3 Applicable Law

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

14.4 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.

14.5 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.

14.6 Disputes

If any dispute between the County and Design-Builder under this Contract arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Design-Builder shall promptly perform the disputed Services.

14.7 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 a court may adjudge reasonable as attorney fees, including fees on any appeal.

14.8 Assignment and Arrears

14.8.1 Neither the County nor the Design-Builder 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.

14.8.2 The Design-Builder 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-Builder further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

14.9 Severability

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

14.10 Section Headings

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

14.11 Disclaimer of Third-Party Beneficiaries

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

14.12 Waiver; Course of Dealing

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

14.13 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 768.03, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

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

14.15 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Design-Builder 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.

14.16 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-Builder's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.17 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-Builder 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-Builder 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-Builder is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.18 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-Builder 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-Builder shall require each of its subcontractors to provide Design-Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Builder shall maintain a copy of such affidavit for the duration of this Contract.

- b. The County, Design-Builder, 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-Builder otherwise complied, shall promptly notify Design-Builder and Design-Builder shall immediately terminate the contract with the subcontractor.
- d. The County and Design-Builder 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-Builder acknowledges that, in the event that the County terminates this Contract for Design-Builder's breach of these provisions regarding employment eligibility, then Design-Builder may not be awarded a public contract for at least one (1) year after such termination. Design-Builder further acknowledges that Design-Builder 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-Builder shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.19 Equal Employment Opportunity

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

14.19.1 Design-Builder 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 identity or expression, familial status or genetic information. Design-Builder 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-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

14.19.3 Design-Builder 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 employer 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-Builder's legal duty to furnish information.

14.19.4 Design-Builder 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-Builder's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

14.19.7 In the event of Design-Builder'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-Builder 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 otherwise provided by law.

14.19.8 Design-Builder 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-Builder 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-Builder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Design-Builder may request the United States to enter into such litigation to protect the interest of the United States.

14.20 Public Records

14.20.1 Design-Builder 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-Builder does not transfer the records to the County;
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Design-Builder to keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.20.2 If Design-Builder, upon expiration of this Contract or earlier termination thereof:

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

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

IF DESIGN-BUILDER 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)

14.21 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), Design-Builder 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.

14.22 Anti-Bribery

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

14.23 Truth-In-Negotiation Representation

By execution of this Contract, Design-Builder 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.

14.24 Contingency Fee

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

14.25 Conflict of Interest

The Design-Builder 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-Builder further represents that no person having any interest shall be employed for said performance.

The Design-Builder 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-Builder'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-Builder may undertake and request an opinion of the County, whenever such association, interest, or circumstance constitutes a conflict of interest if entered into by the Design-Builder.

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

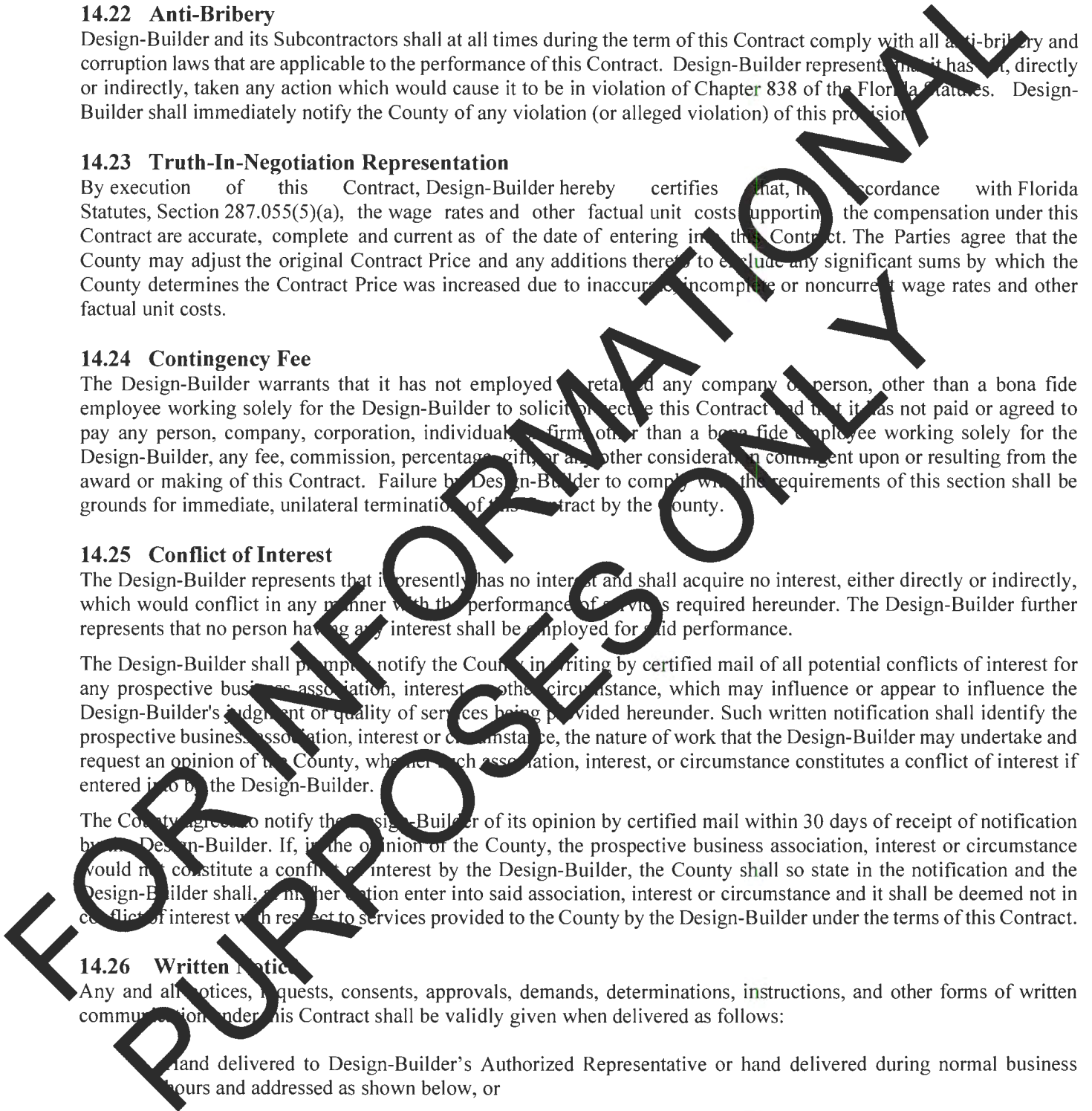
14.26 Written Notice

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

- i. Hand delivered to Design-Builder'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

XXXXXX Construction Company



500 San Sebastian View
St. Augustine, FL 32084
Attn: xxxxxxx
Email Address:

Address
Any City, FL 32000
Attn: xxxxxxx
Email Address:

With a copy to:
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address:

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-Builder may each change the above addresses at any time upon prior written notice to the other party.

FOR INFORMATIONAL
PURPOSES ONLY

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

County

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

By: _____

Signature of Authorized Representative

Printed Name

Title

Date of Execution

Contractor

(Typed Name) (Seal)

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

FOR INFORMATIONAL PURPOSES ONLY

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	
Project Title:	

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

1. Design-Builder 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-Builder'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-Builder _____

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.

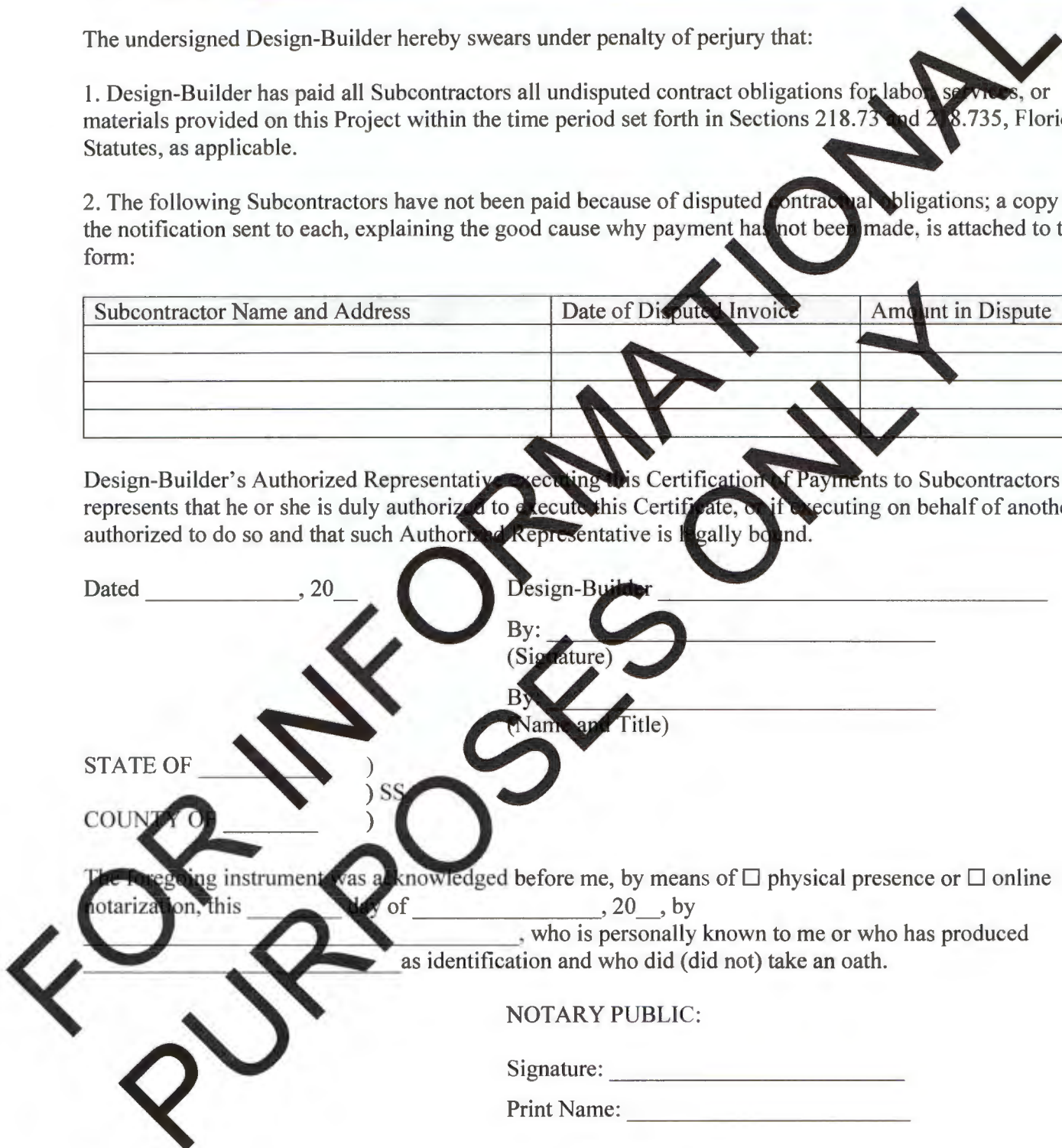
NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:



FORM 2

DESIGN-BUILDER'S FINAL RELEASE AND WAIVER OF LIEN

County: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Design-Builder Name:
Project:	Design-Builder Address:
Project Address:	Design-Builder 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-Builder/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.



ADDENDUM #1

February 29, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1374R; Design-Build Services for Wells

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 with their Qualifications as provided in the RFQ Documents.

Revisions/Clarifications:

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

1. NON-MANDATORY PRE-QUALIFICATIONS MEETING

A Non-Mandatory Pre-Qualifications Meeting will be held on **Tuesday, March 19, 2024, at 1:00 PM EDT**, in the Matanzas A Conference Room at the St. Johns County Utility Department, 1205 SR16, St. Augustine FL 32084. Attendance at this meeting is not required, but encouraged to ensure a full understanding of the requirements provided in this RFQ document, and project.

2. REVISED SUBMITTAL DEADLINE

The Qualifications Due Date has been extended by three (3) weeks as follows:

Submittal Due Date: Thursday, April 11, 2024 BY 4:00 PM EDT

3. REVISED SUBMITTAL OF QUESTIONS/INQUIRIES

The deadline for submittal of questions or inquiries has been extended to March 28, 2024 by or before four o'clock (4:00 PM EDT).

4. REVISED MINIMUM QUALIFICATIONS

The following revisions have been made to the RFQ Document, Part III: Submittal Instructions & Format, Section B. Minimum Qualifications #5, #6, and #7:

5. ~~Must have design and construction experience of at least three (3) public water supply system projects at a value of at least Two Million Dollars (\$2,000,000.00);~~

Must have design and construction experience of at least three (3) public water supply system projects at a value of at least One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00);



- ~~6. Must have well drilling contractor project experience showing capability of drilling at least five (5) 15" diameter wells at least 800 feet or greater;~~

Must have well drilling contractor project experience showing capability of drilling at least five (5) sixteen inch (16") diameter wells at least 450 feet or greater within the past ten (10) years;

- ~~7. Must have well drilling contractor project experience showing capability of drilling and setting 40" surface casing and 20" final casing to depths of at least 500 feet below land surface (BLS) and 18" open borehole depths to at least 1,000 feet BLS; and~~

Must have well drilling contractor project experience showing capability of drilling and setting thirty inch (30") surface casing and twenty inch (20") final casing to depths of at least 350 feet below land surface (BLS) and eighteen inch (18") open borehole depths to at least 600 feet BLS; and

8. REVISED RELATED EXPERIENCE UNDER SECTION H.

RFQ Document, Section H. Qualification Submittal Instructions, Sub-section 3: Related Experience has been revised as follows:

Related experience must include the following:

- Design and construction of at least three (3) public water supply system projects at a value of at least ~~Two Million Dollars (\$2,000,000)~~ **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00)**;
- ~~Well drilling contractor project experience showing capability of drilling at least five (5) 15" diameter wells at least 800 feet or greater~~ **at least five (5) sixteen inch (16") diameter wells at least 450 feet or greater within the previous 10 years;**
- ~~Well drilling contractor project experience showing capability of drilling and setting 40" surface casing and 20" final casing to depths of at least 500 feet below land surface (BLS) and 18" open borehole depths to at least 1,000 feet BLS~~ **drilling and setting thirty inch (30") surface casing and twenty inch (20") final casing to depths of at least 350 feet below land surface (BLS) and eighteen inch (18") open borehole depths to at least 600 feet BLS; and**
- Well drilling contractor project experience showing capability of drilling at least a twelve inch (12") diameter well 800' below land surface (BLS) and setting casing within ninety (90) calendar days of mobilizing to the site.

9. REVISED KEY PERSONNEL

RFQ Document, Section H. Qualification Submittal Instructions Sub-Section 2: Design-Build Firm, Staff, and Team Qualifications – Key Personnel has been revised as follows:

Key Personnel – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project. Resumes for key team members shall be provided for the following roles: ~~Construction Project Manager, Construction Project Superintendent,~~



~~Engineer of Record, Well Drilling Project Manager, and Well Drilling Superintendent~~ **Contractor's Project Manager, Contractor's Superintendent, Drilling Subcontractor's Superintendent, Hydrogeologist, and engineering team (Civil, Mechanical, Electrical, and Instrumentation & Control)**. Resumes shall not exceed three (3) pages per team member. Resumes must state education, years of experience, office location, licenses/certifications, which reference projects the individual has worked on including the role on that project, brief description of role on this project, and any other information to further demonstrate their depth of relevant experience.

10. REVISED REFERENCES TO ATTACHMENTS

- a. RFQ Document Part I: General Terms & Conditions, Section I. Addenda, Paragraph 4 is revised to reference Attachment "I" for acknowledging all issued Addenda.
- b. RFQ Document Part III: Submittal Instructions & Format, Section H. Qualification Submittal Instructions, sub-section 2: List of Proposed Sub-Contractors, is revised to reference Attachment "H".

11. REVISED PROJECT SCOPE AND REQUIREMENTS

RFQ Document, Part II: Scope of Work Section B. Project Scope and Requirements, the following has been added to the first paragraph: "Piping Connecting the generator and fuel tank shall be 316 SS or pre-approved equivalent."

12. CLARIFICATION REGARDING SUBMITTAL OF TECHNICAL PROPOSALS FROM SHORTLISTED FIRMS

Technical Proposals from Shortlisted Firms 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 Technical Proposal must not exceed forty (30) pages in length**, which does not include the County issued attachments, table of contents, and section separator tabs.

**SUBMITTAL DEADLINE FOR QUALIFICATIONS IS HEREBY CHANGED TO:
THURSDAY, APRIL 11, 2024 BY 4:00 PM EDST**

END OF ADDENDUM NO. 1



ADDENDUM #2

March 18, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1374R; Design-Build Services for Wells

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

Questions/Answers:

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

1. As part of Addendum No. 1, the County extended the date for the Qualifications proposal. Does the County also intend to extend the deadline for the Technical proposal?
Answer: Yes, with the extension of the due date for qualifications, the tentative schedule of events for all remaining segments of the RFQ process are also extended. At this time, submittal of Technical Proposals from shortlisted Respondents will be May 9, 2024 and evaluation of the Technical Proposals on May 16, 2024, times to be determined. As a reminder, dates may change at the discretion of the County.
2. As part of Addendum No. 1 (Revision/Clarification #12), can the County clarify if Technical Proposals must not exceed 30 or 40 pages?
Answer: Forty (40) pages will be the maximum for Technical Proposals from shortlisted Respondents.
3. Does the County intend on providing additional submittal instructions to shortlisted firms for the Technical Proposal submittals?
Answer: The RFQ Document provides, on page 19 under Section E, a list of what shortlisted Respondents are to provide details for in their Technical Proposal. Instructions will be reiterated in the notification sent to the shortlisted Respondents.
4. Does the following statement only apply to the "Lead" Respondent or does it apply to all subs as well? Can a sub be a partner on 2 or more teams?
RFQ: Page 15, Section G, Last Paragraph: "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."
Answer: This statement applies only to the Prime Contractor and Prime Architect/Engineering Firm teamed together as the Design-Build Firm and individuals who are direct employees of those Firms. It does not apply to Third Party Sub-Contractors and Sub-Consultants to the Design-Build Firm.
5. Can the County confirm the bid bond due date (i.e., before or after the Notice-to-Proceed)?



Answer: There is no “Bid Bond” with this RFQ. If referring to the “Payment and Performance Bonds” on page 23, Section M of the RFQ Document, after Final Design is negotiated for each well, the Design-Build Firm will be required to submit a recorded payment and performance bond before a Notice to Proceed is issued for construction of the well(s).

6. Can the County confirm the estimated value for the Design-Build Services for Wells contract?

Answer: Estimated costs for each element of the wells are provided in the RFQ Document and Exhibit A – Well Design-Build Criteria Package (DCP) under “Scope of Work” with an estimated total cost of \$1,475,000.00 per well. The Estimated Maximum total Contract value if all twelve (12) wells are constructed is \$17,700,000.00. There is no guaranteed minimum contract amount over the five to seven year contract period.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, APRIL 11, 2024 BY 4:00 PM EDST

END OF ADDENDUM NO. 2