

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #22 AND SHERIFF'S OPERATION CENTER TO DIMARE CONSTRUCTION CO. AS THE HIGHEST RANKED FIRM AND EXECUTE A DESIGN-BUILD CONTRACT FOR PHASE 1 – DESIGN SERVICES, COMPLETION OF DESIGN SERVICES AND SUBMITTAL OF A GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL FOR PHASE 2 – FINAL DESIGN AND CONSTRUCTION OF THE WORK, AND NEGOTIATION OF THE GMP PROPOSAL AND DESIGN-BUILD AGREEMENT FOR PHASE 2.

RECITALS

WHEREAS, the County is moving forward with design and construction of the Silverleaf Fire Station #22 and Sheriff's Operation Center project, in accordance with RFQ No. 1710; and

WHEREAS, the project consists of the design, permitting, and construction, a new 3-bay fire station/sheriff's office, to be known as St. Johns County Fire Station 22 and Sheriff's Operation Center, in the Silverleaf Village development, on a 4.57-acre southerly portion of the parcel identified as PIN #0269200000, in accordance with RFQ No. 1710; and

WHEREAS, through the County's formal RFQ process, DiMare Construction Co. was identified as a qualified Design-Build Firm with the highest rank based upon evaluation of submitted Qualifications and subsequent presentations, in accordance with Section 287.055 Florida Statutes; and

WHEREAS, in accordance with County Purchasing Policy, the County negotiated a design-build agreement for Phase I – Design Services and GMP Development with DiMare Construction Co.; and

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

WHEREAS, the project will be funded by the SJC Public Works 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: 1710 Design-Build Services for Silverleaf Fire Station #23 and Sheriff's Operation Center, and to issue and execut a contract, as negotiated, to DiMare Construction Co. for the completion of the project's Phase 1 – Design Services and GMP Development for a total cost of \$989,888.00.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 17th day of December, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

Rendition Date DEC 17 2024

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

By: [Signature]
Deputy Clerk





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

Design Build Agreement No: 24-MCA-DIM-20631

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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 **DiMare Construction Co.** (“Design-Build Firm”), a company authorized to do business in the State of Florida, with its principal offices located at: 3545 US 1 South, St. Augustine, FL 32086, Phone: (904) 797-3328, and E-mail: keith@dimare.com, for **RFQ NO: 1710; Design Build Services for Silverleaf Fire Station #22 and Sheriff’s Operation Center**, hereinafter referred to as the “Project”. When referenced together, the County and Design-Build Firm shall collectively be referred to as the “Parties”.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

- a) Fully Executed Change Orders and Amendments to this Contract
- b) Notice(s) to Proceed
- c) Specifications and Drawings approved and existing at the time of execution of this Contract
- d) This Design-Build Contract and all exhibits and/or Attachments hereto;
 - i. Exhibit A – Scope of Work and Fee Proposal;
 - ii. Exhibit B – Procurement and Subcontract Plan;
 - iii. Exhibit C – Permit List
 - iv. Exhibit D – Key Personnel
 - v. Exhibit E – Technical Specifications
- e) Field Orders signed by the County’s Project Manager
- f) Bonds and Insurance furnished by Design-Build Firm in accordance with this Contract
- g) Request for Qualifications (RFQ) Documents and RFQ Forms with all addenda thereto for RFQ No. 1710

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 the 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 Contract 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, adjusting contract price, scope of work, or completion time.

1.2.7 Contract Price: The sums set forth herein under Article IV, and the GMP Amendment(s), upon execution, shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including, without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Design-Build Firm or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

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

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

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

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

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

1.2.13 Early Work: 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 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 Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

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

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

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

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

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

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

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

1.2.24 Project Manager: The County's representative(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.

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

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

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

1.2.28 Work: See Design Build-Work above.

1.2.29 Work Product: Work Product has the meaning specified in Section 5.5.

1.3 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 02/10/2024. 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 project is for the design and construction of a new 3-bay fire station/sheriff's office, to be known as St. Johns County Fire Station 22 and Sheriff's Operation Center, in the Silverleaf Village development, on a 4.57-acre southerly portion of the parcel identified as PIN #0269200000. The northerly (approximately 2.5 acre) portion of the parcel is designated for future construction of a Utility Department facility. The total facility shall be approximately 14,000 sf for the Fire Station Facility and approximately 6,000 sf for Sheriff's Office Operation Center. Design-Build Firm shall maximize = the Fire Rescue space in the facility within the project budget.

2.1.2 Phase 1 Design, Early Works Package GMP, ODP Allowance, and Phase 2 GMP Development. Design-Build

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

2.1.2.2 Under Phase 1, the Design-Build Firm will submit thirty percent (30%) design with initial GMP proposal for approved early works and/or ODP Allowance to reduce costs to the County for Design-Build Firm markup and sales tax, as per Section 2.16, or for procurement of long lead time materials. Under Phase 1, the Design-Build Firm shall submit a GMP Proposal at sixty percent (60%) design for development of construction items such as equipment selection and site layout. The Design-Build Firm will submit the Phase 2 Proposal with GMP for final design, construction, and commissioning to the County no later than ninety percent (90%) completion of the design.

2.1.3 Phase 2 Final Design, Construction, and Commissioning.

2.1.3.1 Phase 2 Design-Build Work shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project excluding Early Work, the performance of construction services for the Project, the start-up, testing, and commissioning of the Silverleaf Fire Station #22 and Sheriff's Operation Center, and the provision of warranty services, all as further described in the Contract Documents. Upon receipt of Design-Build Firm's GMP proposal for Phase 2, the County, in its sole discretion, may (a) accept Design-Build Firm's GMP proposal and issue a Notice to Proceed with Phase 2 Design-Build Work, or (b) enter into a negotiation with Design-Build Firm to achieve a mutually acceptable GMP, scope and/or schedule on which to proceed.

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

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

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

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

2.2 Labor and Materials

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

2.2.2 Design-Build Firm shall use only competent and skilled personnel to perform and supervise the Work and shall

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

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

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

2.3 Design-Build Firm's Technical Submittals

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

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

2.3.3 The Design-Build Firm shall not be entitled to any extension of time or cost adjustment for any delay caused by the Design-Build Firm's failure to submit Technical Documents for review within the time frame set out above or within the time periods identified and agreed pursuant to the 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 Section 2.15.2 below, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article XIII, 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 Phase.

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 the Design-Build Firm to the County pursuant to the Contract Documents. In addition to the Daily Records, Design-Build Firm shall keep a daily log available to the County and the Permitting Agency(ies) inspectors for reviewing and copying on the Project's Jobsite.

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

2.8 Project Meetings

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

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

2.8.3 Progress Review. During the prosecution of the Design Services and Design-Build Work, the Design-Build Firm shall attend regularly scheduled progress review meetings convened by the County with respect to 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 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 in 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 in 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 cost savings including sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." Direct Purchase Materials will be identified by the County during execution of Phase 1' Design and GMP Development and incorporated into the GMP Change Order(s) or Amendment(s) accordingly. Direct Purchase Materials shall be governed by the State of Florida Department of Revenue Rule, 12A-1.094 ("DOR Rule"), the terms herein, and the County's policies on the subject in effect at the time Design-Build Firm commences construction of the Project.

2.16.2 Design-Build Firm acknowledges that the County's target savings to be achieved by Direct Purchases is ten (10%) of the total overall cost of this Contract. Design-Build Firm agrees to make its best professional effort to achieve the County's target savings through Direct Purchases. Should the County determine that the Design-Build Firm failed to obtain any tax savings that could have been achieved through Direct Purchases, and the County's target savings is not met, provided the County has not impaired the Design-Build Firm's ability to meet the target savings, then the County shall be entitled to recover from the Design-Build Firm, the amount of such missed tax savings.

2.16.3 The Design-Build Firm shall identify high-cost items, and make recommendations accordingly for owner-direct purchases, which may save Design-Builder mark-up and sales tax. The Design-Build Firm is responsible for recommending ALL opportunities for ODP, for the County to determine and select the Direct Purchases that are most cost effective and beneficial to the project and contract.

2.16.4 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.

2.16.5 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 the 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.

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

2.17 County's Separate Contractors

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

2.18 Post Construction Audit

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

2.18.2 If the confirmed audit findings determine the accounting is within 0.5% of the GMP, the County shall reimburse the cost of the audit to the Design-Build Firm.

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

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

ARTICLE III CONTRACT TIME

3.1 Contract Time

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

3.1.1 Phase 1 Design and GMP Development. Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall submit the GMP Proposal to the County within **Three Hundred (300)** consecutive calendar days from the commencement date of the Work. All Phase 1 Work shall be completed for Phase 1 within **Three Hundred Thirty-Four (334)** consecutive calendar days from the commencement date unless otherwise amended in accordance with the Contract.

3.1.2 Phase 2 Final Design, Construction, and Commissioning. Design-Build Firm shall commence the Work under Phase 2 within ten (10) calendar days following receipt of the fully executed GMP Amendment and Recorded Construction Bond and shall substantially complete all Work within **Three Hundred Forty-Nine (349)** consecutive calendar days (Substantial Completion) from the original commencement date for Phase 1 services. Final Completion shall be reached within **Fifteen (15)** consecutive calendar days after Substantial Completion unless otherwise agreed to by the Parties in writing.

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

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

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

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

3.1.7 Design-Build Firm, prior to commencing Phase 2 Final Design, Construction, and Commissioning shall submit to the Project Manager for his/her information, Design-Build Firm's Project schedule for completing the Design Build Work. Design-Build Firm's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and relate to the entire Phase 2 Design-Build Work. By way of illustration and not exclusion, Design-Build Firm's schedule shall: (1) contain sufficient activities to assure adequate planning for all phases of the Phase 2 Design-Build Work, (2) include approved changes to the Phase 2 Design-Build Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Sections 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 Section 9.2 below. Failure by Design-Build Firm to strictly comply with the provisions of this Section 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 Section 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 Sections 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 **\$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 Design-Build Firm failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County’s rights of termination and Design-Build Firm’s obligation to complete the Work.

3.3.3 The total amount of liquidated damages for delay associated with the Design-Build Firm’s failure to achieve Substantial Completion and/or Final Completion within the Contract Time, as may be extended pursuant to Section 9.2 of this Contract, shall not exceed a cumulative total of \$500,000.00. Such Liquidated Damages are not intended to, and do not, liquidate Design-Build Firm’s liability under the indemnification provisions of Section 12.4 even though third-party Claims against the Indemnified Party may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

3.3.4 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 Disclaimer of Consequential Damages

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

3.5 Delays to the Work

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

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

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

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

4.1.2 Compensation for Phase 1 Design and GMP Development Work shall be an amount not-to-exceed **Nine Hundred Eighty-Nine Thousand Eight Hundred Eighty-Eight Dollars (\$989,888.00)** as provided in Exhibit A. Any lump sum amounts shall constitute full payment for satisfactory performance of the Phase 1 Work including all direct and indirect

labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subcontractors (includes design consultants), and any other expense or cost of whatever nature incurred by the Design-Build Firm as may be required and/or necessary to complete the Phase 1 Work and agreed to in writing by both parties to this Contract. Design-Build Firm shall be entitled to monthly progress payments in proportion to the percentage of the completed Phase 1 Work. Payments made to Design-Build Firm pursuant to this Contract for Phase 1 Work shall be the sole and complete compensation to which Design-Build Firm is entitled

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

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

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

4.1.2.4 Whenever the actual costs for the Allowance Items are 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 the actual costs incurred by Design-Build Firm for the proposed amount for the Allowance Items.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1.7 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.

4.1.8 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 the 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 the 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 Section 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.

4.1.9 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

4.1.10 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 Section 4.1.8 above.
- (2) Overhead and general expenses, except as provided for in Section 4.1.8 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 Section 4.1.8 above.
- (5) Costs, if any, which would cause the GMP to be exceeded, unless agreed to in writing by both parties in accordance with this Contract.
- (6) Any other labor related costs not defined under Section 4.1.8 that are not approved by the County at the time of the GMP.
- (7) Expenses for travel, including Design-Build Firm-supplied vehicles for personal use, incurred by Design-Build Firm's employees while traveling for purposes other than the direct execution of the Work.
- (8) Costs due to the fault or negligence of the Design-Build Firm, its sub-contractors, and/or anyone directly or indirectly employed by Design-Build Firm or its sub-contractors, or for whose acts Design-Build Firm or its sub-contractors may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and repairing damage to property not forming part of the Work.

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

4.2 Schedule of Values

4.2.1 Prior to the commencement of Phase 1 Design and GMP Development (and within thirty (30) calendar days after

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

4.2.2 Upon approval by the County, the Schedule(s) of Values shall be used as a basis for Design-Build Firm's Application for Payment. The total of all payments in the Schedule(s) of Values must at all times be equal to the Contract Price for the Design-Build Work. No progress payments shall be made to Design-Build Firm until acceptable Schedule(s) of Values are submitted as described in Section 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 Phase 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, the 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 the 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 a 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 a 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 a 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 Phase of the Project. Design-Build Firm shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager and include progress as-builts for the Work. Design-Build Firm shall not combine Phase 1 Design and GMP Development and Phase 2 Final Design, Construction, and Commissioning Applications for Payment on the same form. Applications for Payment shall be on a form provided by the County, unless otherwise approved by the County, in writing. In the event the County approves an alternate Application for Payment, Design-Build Firm shall include, at a minimum, the following on each Application for Payment:

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

4.5.1.1 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.

4.5.1.2 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.

4.5.2.1 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 the Design-Build Firm of any of the terms of this Contract.

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

4.6 Withheld Payment

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

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

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

4.7 Final Inspection (Phase 2 Final Design and Construction)

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

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

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

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

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

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

ARTICLE V DESIGN-BUILD FIRM RESPONSIBILITIES

5.1 Performance

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

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

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

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

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

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

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

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Design-Build Firm shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Design-Build Firm ("Authorized Representative") during all phases of the Design-Build Work. All communications given to the Authorized Representative shall be binding upon Design-Build Firm. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 15.27 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-contractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Design-Build Firm shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Design-Build Firm's sole cost and expense. Further, Design-Build Firm shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

5.4 Ownership of Work Product

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

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

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

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

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

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

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

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

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

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

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

7.1.4 Design-Build Firm shall give personal attention to fulfillment of the Contract and shall keep the Work under Design-Build Firm's control. When any Subcontractor fails to execute a portion of the Work in a manner not consistent with the Contract Documents and industry standards, County may provide written notice to Design-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.

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

Department.

8.1.1.2 The Senior Representative for the Design-Build Firm shall be the supervisor of the Project Manager, or a principal of the Design-Build Firm.

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 County's Purchasing Director. 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 County's Purchasing Director 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 Purchasing Director's review of the contract claim, the Purchasing Director may request additional information from either party. The parties are to provide the Purchasing Director 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 Purchasing Director 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 Purchasing Director 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 Purchasing Director 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 Purchasing Director'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 Section 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 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 VIII. 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 Section 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 Section 10.1.1, above, or (ii) inspect a portion of the Work that has been covered by Design-Build Firm which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Design-Build Firm shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Design-Build Firm shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

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

10.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Design-Build Firm to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Design-Build Firm's ability to meet the authorized Contract Time, Design-Build Firm and County shall negotiate and agree upon any Change Orders for Contract Time and/or Contract Price. Design-Build Firm shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Design-Build Firm is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Design-Build Firm may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

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

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

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

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

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

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

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

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

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

termination of the Contract.

11.2.7 If, after termination by the County for Design-Build Firm's default, it is determined by a Court of competent jurisdiction that Design-Build Firm was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Section 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 and GMP Development, Design-Build Firm shall provide the County an option for extended warranties (in addition to a standard manufacturer's warranty) on certain materials, equipment, and/or systems ("Equipment") as requested by the County for Design-Build Firm furnished equipment. At the time of providing the option, Design-Build Firm also shall provide information as to the duration of such warranties, the price for such extended

warranties (which shall be developed using the same pricing methodology as the pricing for the Equipment to which such extended warranties apply) and any special terms applicable to such extended warranties (each, an "Extended Equipment Warranty"). Design-Build Firm shall also include a provision whereby such Extended Equipment Warranty shall be assigned to the County at the end of the first year of the warranty phase. The County shall have the right to exercise its option for any such Extended Equipment Warranty within the time period specified for the exercise of the option by the Equipment vendor. The cost of the Extended Equipment Warranty shall be included in the GMP Proposals. Extended warranties for Direct Purchase Materials shall be included in the purchase orders described in Section 2.16 above, if elected by the County.

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 12.4 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 12.4, 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 12.4 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 12.4 "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 Article XIII. 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 \$2,000,000 per occurrence, \$3,000,000 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 \$1,000,000 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 \$5,000,000.

13.6.1 Umbrella/Excess Liability Insurance: To the extent necessary to achieve the minimum liability limit of \$5,000,000, the Firm may carry Umbrella or Excess Liability insurance. The coverage provided by these policies shall apply in excess of the Firm's General Liability insurance policy.

13.6.2 Combination of Coverage: The Design-Build Firm may fulfill the minimum liability requirement of \$5,000,000 through any combination of General Liability, Business Auto Liability, and Umbrella/Excess Liability policies, provided that the total combined coverage meets or exceeds the required limits.

13.7 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS SECTION 13.7 WILL APPLY TO THIS CONTRACT.

13.7.1 Professional Liability.

13.7.1.1 Design-Build Firm's Architectural firm responsible for Design Services shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with limits of \$2,000,000 each claim and aggregate. The Architectural 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. The Architectural 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.

13.7.2 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 Insurance policy shall commence coverage prior to the start of vertical construction of the project. For purposes of this Contract, vertical construction shall be defined as any construction activity above the foundation level, including but not limited to framing, structural work, or installation of components that are part of the building's permanent structure. Coverage must remain in place until the project achieves substantial completion, as defined in this contract, or until the project is otherwise accepted by the Owner, whichever occurs first.

13.7.2.3 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 Subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. The policy shall provide for partial occupancy and use by the County, and this coverage shall not be lapsed or canceled because of partial occupancy by the County prior to the Final Completion of the Work, however, occupancy shall not take place until the policy has been amended by endorsement.

13.7.2.4 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; and (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs).

13.7.2.5 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 sub-section 13.7.2.4 above shall not exceed \$250,000.

13.8 Other Requirements

13.8.1 -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 Article XIII. 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.

ARTICLE XIV DELIVERY OF DOCUMENTS

14.1 Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 15.27 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 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.

15.2 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.

15.3 Backcharges

15.3.1 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.

15.3.2 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.

15.4 Applicable Law

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

15.5 Governing Law & Venue

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

15.6 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.

15.7 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 the court may adjudge reasonable as attorney fees, including fees on any appeal.

15.8 Assignment and Arrears

15.8.1 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 15.8 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.

15.8.2 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.

15.9 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.

15.10 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.

15.11 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.

15.12 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.

15.13 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 768.28, 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.

15.14 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 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.

15.15 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.

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

15.17 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-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.

15.18 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-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. 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.

15.19 Equal Employment Opportunity

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

15.19.1 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.

15.19.2 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.

15.19.3 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.

15.19.4 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.

15.19.5 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.

15.19.6 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.

15.19.7 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.

15.19.8 Design-Build Firm will include the provisions of Sections 15.19.1 through 15.19.8 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.

15.20 Public Records

15.20.1 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.

15.20.2 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.

15.20.3 Failure by Design-Build Firm to comply with the requirements of this Section 15.20 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

15.21 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.

15.22 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.

15.23 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.

15.24 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.

15.25 Conflict of Interest

15.25.1 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.

15.25.2 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.

15.25.3 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.

15.26 Compliance with Florida Statute 287.138

15.26.1 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 Contract with liability to ensure the County's continued compliance with the statute.

15.26.2 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 Contract, 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 Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract by the County.

15.27 Written Notice

15.27.I 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: ldaniels@sjcfl.us

DiMare Construction Co.
3545 US 1 South
St. Augustine, FL 32086
Attn: Keith Brown, Vice President
Email Address: keith@dimare.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

15.27.2 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

DiMare Construction Co. (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	24-MCA-DIM-20631
Project Title:	Design-Build Services for Silverleaf Fire Station #22 and Sheriff's Operation Center

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.: 24-MCA-DIM-20631	Design-Build Firm Name:
Project: Design-Build Services for Silverleaf Fire Station #22 and Sheriff's Operation Center	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

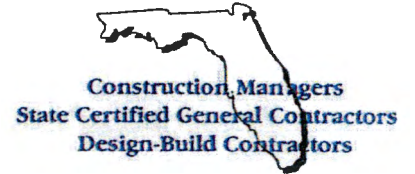
_____ Printed Name

_____ 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.



3545 U.S. 1 South
 St. Augustine, FL 32086-6331
 Telephone (904) 797-3328
 FAX 797-4341



www.dimare.com

November 21, 2024

St. Johns County
 500 San Sebastian View
 St. Augustine, FL 32084

RE: RFQ #1710 Design-Build Services for Silverleaf Fire Station #22 & Sheriff's Operation Center – REVISED Design Proposal & Construction Fee

Diana,

DiMare is pleased to present to you this proposal for the Phase 1 Design Services and Phase 2 Construction Fee for the Silverleaf Fire Station #22 & Sheriff's Operation Center per the attached Scope of Work provided by SJC, based on an overall GMP budget of \$10.5M (\$3.5M site & \$7M building), revised quote provided by ADG dated 11/20/24, and as follows:

Phase 1 Design:

➤ Preliminary Design Services	= \$	35,600
➤ Basic Design Services	= \$	420,560
➤ <u>Additional Services</u>	= \$	305,128
	Design Total = \$	761,288
➤ Preliminary Design Allowances:		
○ Surveying	= \$	26,400
○ Geotechnical	= \$	12,980
○ Cost Estimates from As-Builts	= \$	7,600
➤ Additional Services Allowances:		
○ Cost Estimating Assistance	= \$	16,680
○ Site & Building Signage Graphics	= \$	16,440
○ <u>Emergency Signalization</u>	= \$	66,000
	Allowances Total = \$	146,100
➤ Reimbursable Expenses (NTE)	= \$	30,000
➤ <u>DiMare Design Mgmt. Fee</u>	= \$	52,500
	Total Phase 1 Design = \$	989,888

Phase 2 Construction Fees:

DiMare proposed a 7% fee for the Phase 2 Construction Costs (GMP)

Excluded: Design and Construction Services for Early Works per RFQ

Let me know if you have any questions.

Sincerely,

Keith Brown
 Vice President
 Project Manager

SCOPE OF WORK

- **Purpose** – The County intends to construct a new 3-bay fire station/sheriff's office, to be known as St. Johns County Fire Station 22 and Sheriff's Operation Center, in the Silverleaf Village development, on a 4.57-acre southerly portion of the parcel identified as PIN #0269200000. The northerly (approximately 2.5 acre) portion of the parcel is designated for future construction of a Utility Department facility. The total facility shall be approximately 14,000 sf for the Fire Station Facility and approximately 6,000 sf for Sheriff's Office Operation Center. Design-Build Firm shall maximize the space for the Fire Rescue space in the facility within the project budget.
- **Provide Complete Project** – The design-build firm shall provide all engineering, materials, labor, equipment, supervision, and everything required to provide a complete project, maintaining the project scope, schedule, and budget agreed upon in the design-build contract. The design-build firm shall be responsible for obtaining any additional survey work, site evaluation, wetland identification, geotechnical investigations, and any other information that was not included in the RFQ documents but may be needed in order to complete the project.
- **Site Evaluation & Analysis** – Assess existing site conditions, access issues, easements, and encroachment issues. Conduct surveys of existing site infrastructure, topography, and tree inventory. Identify endangered wildlife and necessary mitigation. Determine if site falls within an overlay district and consider neighborhood aesthetics. Determine zoning needs, drainage/retention requirements, and availability of utilities. Provide all necessary geotechnical investigations and conduct fire flow tests.
- **Programming** – Conduct and document regular meetings with stakeholders to determine facility/site needs and incorporate into design elements through research of project type; identifying project goals/objectives; gathering and analyzing information; identifying strategies; determining quantitative requirements; and summarizing the program. The final program must be balanced against the overall project budget.
- **Community Engagement** – Provide renderings/displays for public meetings. Conduct up to (2) public meetings and incorporate public input into design as needed. Provide public meeting reports detailing goals of meetings and how those goals were met.
- **Plans** – Development and submitting to Owner/County Project Manager 30%, 60%, 90% and 100% plans and specifications for owner review and approval.
- **Permitting** – Obtain and comply with all applicable agency permits including, but not limited to, St. Johns County Development Review, Florida Department of Environmental Protection, Florida Department of Transportation, the US Army Corps of Engineers, and the St. Johns River Water Management District. Also obtain and comply with all utility provider approvals/permits, building permits, and any other permits that may be required.
- **Design-Builder Input** – Design-Builder is to provide input and recommendations from the start of and throughout entire design, to reduce cost, minimize negative schedule impacts, and reduce/mitigate risk, while maintaining a quality project.
- **Design Progress Meetings** - Design-Builder (Contractor and Design Consultants) are to meet with the Owner/County Project Manager twice a month during the design process, provide meeting minutes, and maintain a rolling list of action items. Included on the agenda for these meetings shall be the Design-Builder's update on construction market pricing trends, the anticipated project construction costs, and schedule.
- **Value Engineering** – The Design-Builder shall review and provide value engineering alternatives on the 30% and 60% design documents.
- **Constructability Review** - The Design-Builder shall provide to the Owner/County Project Manager a constructability review report at 30%, 60%, and 90% design, listing issues which require updates to drawings and/or specifications.

- **Cost Estimates** – The Design-Builder shall prepare thorough cost estimates of the 30% and 60% design documents. The Design-Builder shall independently verify these cost estimates with subcontractors and vendors and shall cost estimates to the Owner/Owner/County Project Manager within 4 weeks of the 30% and 60% design deliverables.
- **Equipment Selection and Site Layout** – The Design-Builder shall coordinate with Owner/County Project Manager on equipment selection and site layout during 30%, 60%, and 90% design, providing informal progressive value engineering of design documents, to reduce changes and errors in the construction documents, and to gain efficiencies in project delivery. The Design-Builder shall document design recommendations and associated design decisions, provide review of the submittal packages for each design phase, and submit report.
- **Vendors and Manufacturers** – The Design-Builder shall vet and recommend potential vendors and manufacturers for incorporation into the design.
- **Owner Direct Purchases** – The Design-Builder shall identify high-cost items, and make recommendations accordingly for owner-direct purchases, which may save Design-Builder mark-up and sales tax. The Design-Builder may recommend an allowance for such purchases. The target for owner direct purchases is 10% of the construction budget.
- **Master Schedule** - The Design-Builder shall create and manage a master schedule for design, procurement, and construction phases.
- **Construction Phasing** – The Design-Builder shall recommend construction phasing and potential “early works” construction packages, if applicable, that will reduce the project schedule without adding cost.
- **Long Lead Items** – The Design-Builder shall monitor market availability of major mechanical and electrical equipment, and provide recommendations on long-lead items for early procurement, coordinating with the Owner/County Project Manager on purchase/delivery/storage options.
- **Guaranteed Maximum Price (GMP)** – The Design-Builder shall propose a GMP no later than the ninety percent (90%) design level. The GMP amendment shall be negotiated between the County and the Design Build Firm, and authorized via GMP Amendment, if the County and Design Build Firm come to agreement on the GMP. The County reserves the right to request alternative item(s) for materials and equipment, which the County may request to be included in the GMP. The Design Build Firm and County shall discuss and agree upon alternative items for inclusion in the GMP.
- **Construction Schedule** - As part of the GMP submittal, the Design-Builder shall submit a detailed construction schedule. Develop and implement phased construction packages if required. Schedule shall include all major sequences of the preconstruction and construction work, materials supplies, long lead procurement, Design Consultants’ approval of shop drawings, temporary activities, testing requirements, final inspection activities, Owner/end user training, and project close-out.
- **Construction Contingency** – The GMP shall include a Construction Contingency which sum shall be established by the Design Build Firm, with County approval, to be included in the GMP Amendment. Construction Contingency shall be used by Design Build Firm to pay for miscellaneous Work items which are required to complete the Project, including trade scope gaps, missed work, areas of damage that may occur between trades during construction, subcontractor coordination problems, subcontractor Insolvency, emergencies, overtime costs to maintain/accelerate the project schedule due to unavoidable delays (excludes acceleration requested by the County under an approved Change Order), and other costs that were not known or reasonably foreseeable a of the effective date of this Contract (and not otherwise recoverable by bond or applicable insurance). No increase in the Construction Contingency will be allowed once the GMP is established.

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

- **Cost Allowances** - The Design-Builder shall provide a recommended list of cost allowances to be included in the GMP. Fully describe each allowance item, including a summary description of the allowance item, an itemized list of scope items included within the allowance item, and any specific and applicable exclusions to the allowance item.
- **Assumptions and Clarifications** – The Design-Builder shall be responsible for resolving all assumptions and clarifications with the Design Consultants prior to submitting a GMP.
- **Early Works** – Design Build firm shall work with the County to identify scope items for the development of Early Works Packages for site clearing/grubbing, access, utilities, ordering of necessary materials, etc. Upon mutual agreement of the scope of the early works, the authorization for the Design Build firm to perform any approved early works will be at the sole discretion of the County. Early Works to be performed during the design phase of the project.

With the exception of Early Works, Construction Work shall commence upon receipt of a fully executed GMP amendment, construction bond, and issuance of a Notice to Proceed. The activities associated with construction work include, but are not limited to, the tasks listed below.

- **Construction Management Software:** The Design-Builder shall administer a formal construction management software package for use by the Owner/County Project Manager for the management of construction documents, including submittals, progress reports, schedules, cost controls, requests for information (RFI's), field orders, change orders, operation and maintenance manual, photographs and videos, and other construction-related documents.
- **Open Book** – Manage and Maintain the open-book GMP.
- **Construction Permits** – Obtain building permit, NPDES, Clearing & Grading, and any other construction-required permits, such as dewatering, noise, burn, etc. Coordinate all compliance inspections with authority having jurisdiction.
- **Inspections** – Coordinate inspection activities associated with all permitting agencies that require inspections. Notify the Owner /County Project Manager whenever an inspection is occurring. Close out permits at Final Completion and provide a copy of the closed permits to the Owner/Owner/County Project Manager.
- **Safety Plan** – Prepare a detailed safety plan for Design-Builder staff, Design Consultants, subcontractors, subconsultants and County staff.
- **Schedule of Values** – Create a Schedule Of Values (SOV) and submit to Owner/County Project Manager for approval. Place the Schedule Of Values on the County-provided payment application form and use it to bill against. Maintain the SOV throughout construction.
- **Subcontractors** – The Design-Builder shall develop a bid list, set up and facilitate site visits for prospective vendors, and create and distribute final construction bid packages. Work with the Design Consultants to address bid questions and develop bid addenda. Conduct pre-construction meeting(s) with subcontractors, Owner/County Project Manager, and Design Consultants prior to beginning work. Prequalification of subcontractors is required for all disciplines. Supervise all subcontractors.
- **Distribution of Documents** – Manage distribution of submittals, RFI's, change orders, plan/permit revisions, and field orders/supplemental instructions.
- **Cost Reduction** – Proactively look for options for reducing costs associated with change orders through value engineering and/or schedule reductions.
- **Construction** – Provide all labor, materials, equipment, and full-time on-site supervision during entire construction period. Manage all aspects of construction, including MOT (if required), project administration, invoicing, start-up services, training activities, health and safety requirements, and subcontractor management.

- **Construction Progress/OAC Meetings** – Conduct construction progress meetings monthly or as requested by the Owner/County Project Manager. The Design-Builder shall prepare and distribute the meeting agenda, which shall include reviews of the submittal log, the RFI log, the field order log, the change order log, the construction schedule, the current payment application, red-line as-built drawings, and the budget. The Design-Builder shall prepare and distribute meeting minutes in a timely manner.
- **Quality Assurance** – Ensure that the performance of the constructed facility meets its design intent. Provide commissioning and threshold inspections of work as directed.
- **As-Builts** – Provide signed and sealed civil as-builts to all the permitting agencies as required, as soon civil work is complete enough for as-built surveys to be performed. Maintain as-built drawings throughout construction for all disciplines including but not limited to architectural, structural, mechanical, electrical, plumbing, technology, civil, landscape/irrigation, fire protection/suppression, and any other project disciplines. Final versions shall be provided in CAD format to the Owner/County Project Manager at the completion of construction. Coordinate with the Design Consultants on completeness and desired delivery format of the final record drawings prior to submitting to the Owner/County Project Manager.
- **Operation and Maintenance Manuals** – Organize and distribute one digital PDF file containing all approved O&M manuals. The file shall be organized by facility, bookmarked for each piece of equipment, with sections bookmarked per the Table of Contents in each equipment O&M Manual. Coordinate with the Design Consultants on completeness and accuracy of the final plan O&M manual prior to submitting to the Owner/County Project Manager. The facility shall have a stand-alone O&M Manual. The manual shall include O&M's, Field Redline As-Builts, Consolidated digital As-Builts, all approved Submittals and Shop Drawings, all Warranties/Guarantees, and a list of all participants on the project. Participants shall include the Design Consultants, the subconsultants, St. Johns County Staff, Subcontractors, and Vendors.
- **Project Close-Out** – Project close-out efforts include, but are not limited to: walk through inspections at Substantial and Final Completion with the Owner/County Project Manager and end users; developing a punch list of construction deficiencies and discrepancies at the Substantial Completion walk through; providing and submitting as-builts, as required for each agency permit, as well as providing the Owner/County Project Manager with complete as-builts, including civil, architectural, structural, mechanical, electrical, plumbing, landscape/irrigation, and all work; agency permit close-out; completion and submission of all reports and/or certifications required by the project.

EXHIBIT "A"

Scope of Services

St. John's County Fire Station No. 22 & Sheriff's Office Operations Center

St. John's County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 1

General Description:

The project, and related Scope of Services, is generally described as Design / Engineering for the following project:

- **Fire Station No. 22**
- **Sheriff's Office Operations Center**
- **Related Site Improvements**

The County intends to construct a new 3-bay fire station/sheriff's office, to be known as St. Johns County Fire Station 22 and Sheriff's Operation Center, in the Silverleaf Village development, on a 4.57-acre southerly portion of the parcel identified as PIN #0269200000. The northerly (approximately 2.5 acre) portion of the parcel is designated for future construction of a Utility Department facility. The design build firm shall include approximately 6,000 sf for sheriff's offices and maximize the fire rescue space with the budget provided and level of quality provided in the Fire Stations 11 design. The expectation is that the fire rescue space will be approximately 14,000 sf.

The approximate breakdown of the square footage shall be:

- Fire Rescue Areas 14,000 SF
- Sheriff's Offices 6,000 SF

The Scope of Services are herein identified as follows:

1. Project Kick-Off:

1.1 The Architect and Consultant Engineering team shall participate in an initial meeting for project activities, with the County's Project Management Team, and any other stakeholders identified by the County, to review the proposed project requirements and to establish project milestones for the design, engineering and construction administration tasks.

2. Preliminary Design Services

2.1 The Architect shall confirm the program for the new facility and note any modifications to the Fire Station No. 22 & Sheriff's Office program spaces.

2.2 The Architect shall make any requested revisions to the Fire Station No. 22 & Sheriff's Office floor plan layouts requested by the County Departments. These Concept Design Documents shall also consist of drawings and other documents including updated building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Confirmation of major building systems and construction materials shall be noted on the drawings or described in writing.

EXHIBIT "A"

Scope of Services

St. John's County Fire Station No. 22 & Sheriff's Office Operations Center

St. John's County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 2

- 2.3 The Architect shall provide master plan options for the site and shall be assisted by the Civil Engineer in an analysis of the site opportunities and constraints. These will be presented to the County for selection of the option that is most suitable to the County & Fire Department operations.
- 2.4 A survey of the project site shall be completed prior to finalizing the Master Plan. The survey will include the site boundary and topographic information. This will allow for an understanding of storm water drainage on the site.
- 2.5 Once a Master Plan Option is selected, Geotechnical testing will be completed and findings analyzed. The Geotechnical Engineer shall provide recommendations for construction of structural building foundations and pavement areas.
- 2.6 An initial cost estimate shall be completed for the building, based upon the as-built documents for Fire Station No. 11. An estimate of site development cost will also be completed, based upon the selected site Master Plan and the results of geotechnical testing.

3. Basic Architectural & Engineering Services:

The Architect's Basic Services consist of those described in this phase and include usual and customary architectural, structural, mechanical, plumbing, electrical and fire protection engineering. Supplemental or Additional Services are listed under Exhibit "B". and include civil engineering, landscape architecture, surveying, geotechnical testing and engineering, technology design for security access control and CCTV systems, audio/visual design, and specialty communications and notification system design services, and cost estimating services.

3.1. Design Development Phase:

- Based on the County's approval of the Conceptual Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Concept Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include specifications that identify major materials and systems and establish, in general, their quality levels. 30%, 60% and 100% submittals shall be completed for County review.

EXHIBIT "A"

Scope of Services

St. John's County Fire Station No. 22 & Sheriff's Office Operations Center

St. John's County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 3

- The Architect shall submit the Design Development Documents in PDF electronic format to the County.
- The Architect's Cost Estimator shall update the estimate of probable development costs, based on the architect's design development documentation submittal at 60% and 100% phases.

3.2. Site Permitting Phase:

- The Architect and team Engineers shall assist in obtaining all agency permits, including, but not limited to, St. John's County Development Review, Florida Department of Environmental Protection, Florida Department of Transportation, the US Army Corps of Engineers, and the St. John's River Water Management District. The Architect and team Engineers shall complete applications for water, sewer, and reclaimed water meters that may be needed.

3.3. Design-Build Documents Phase:

- Based on the approved Design Development Documents, and the incorporation of agency permit comments and requirements, the Architect shall develop and produce 100% design-build documents, which will include all plans and specifications necessary to compile a complete package.
- The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Bid Documents.

3.4. Construction Documents and Building Permitting Phase:

- The Architect shall develop and produce 100% Construction Documents, including drawings and specifications, which are updated with all changes and clarifications made during the bid process, for the purpose of construction and Building Department permitting
- The Architect shall submit the Construction Documents in PDF electronic format to the Owner and request the Owner's approval.
- The Architect will prepare and distribute meeting notes and incorporate the Owner's comments into the final submittal package. A comment/response letter to the Owner's comments will be submitted to ensure the Owner's comments from the review have been addressed. The final submittal package will be prepared and submitted to the Owner. The submittal will include signed and sealed drawings and technical specifications and other information necessary for permitting purposes. Hard copy submittal packages and/or electronic submittals will be provided, which will be used by the Construction Manager at Risk for permitting purposes. The Construction Manager at Risk shall provide for distribution of documents to all sub-contractors.

EXHIBIT "A"

Scope of Services

St. John's County Fire Station No. 22 & Sheriff's Office Operations Center

St. John's County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 4

3.5. Construction Administration Services Phase:

- The Architect shall assist County staff throughout the construction of the project. Services shall include, but may not be limited to, attending the Preconstruction meeting, reviewing and providing responses to submitted RFI's (requests for information), reviewing submittals for compliance with the contract documents, reviewing change order requests, reviewing contractor pay applications, attending Progress Meetings, and periodically visiting the site to verify compliance with the design documents.
- The Architect will provide site visit review every two weeks as a part of basic services. This will be based upon a twelve (12) month construction schedule to Substantial Completion and a one (1) month Project Closeout schedule. Additional visits can be provided as an additional service, either by increasing frequency or for an extended construction period.

3.6. Project Closeout Phase

- The Architect shall assist County staff with all project close-out efforts, including but not limited to, providing a complete facility review in order to develop a punch list of construction deficiencies and discrepancies at the time of Substantial Completion to be addressed either prior to the issuance of a substantial completion certificate, or to be addressed prior to a final facility review and final completions report.
- The architect shall review and approve of all as-builts for all disciplines (civil, architectural, structural, mechanical, electrical, plumbing, technology, etc.). The as-builts shall be based upon change order work, architect's supplemental instructions, contractor's approved substitutions, and sub-contractor as-built installation information (i.e., underground utility installations, interior utility distribution wiring, ductwork, plumbing piping, etc.).
- The Architect shall assist County staff with the close out of agency permits, and completion and submission of all reports and/or certifications required for the project.

EXHIBIT “B”

Additional Services

St. John’s County Fire Station No. 22 & Sheriff’s Office Operations Center

St. John’s County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 1

1. Additional Services:

The list below indicates professional services that are required or recommended to be added to the contract to have a complete design of the project. These services are in addition to basic services indicated in Exhibit “A”.

1.1. Interior Design (FF&E Coordination):

The Architect has obtained the services of a qualified Interior Design Professional to direct and coordinate the design of finishes & fixtures for the project. This includes creating finish schedules, floor plans, interior elevations & details indicating placement of materials, fixtures and equipment. The professional fee and scope are as noted in Exhibit “C”.

1.2. Civil Engineering:

On site Civil engineering services shall be provided by a Florida registered engineer. Services include stormwater design, grading & paving, utility distribution, etc. Engineering design shall be based upon the accepted Master Site Plan. The fees for these engineering services shall be as noted in Exhibit “C”.

1.3. Landscape Architectural Services:

Landscape Architectural Services shall be provided by a registered Landscape Architect, to provide the Scope of Services to be defined by the accepted Site Master Plan and County landscape regulations. The fees for these design services shall be as noted in Exhibit “C”.

1.4. Security / Audio Visual / Data Distribution Services:

The Architect has obtained the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, site security systems, audio-visual & communications systems. The fee and Scope are as noted in Exhibit “C”.

1.5. Cost Estimating Assistance:

Per the County’s RFQ requirements, the Architect shall outline and clarify information for, as well as review, revise and confirm information related to:

- Initial Cost Estimate from Fire Station No. 5 & SO South Command Center As-Built
- Design Development 60% Submittal Estimate
- Design Development 100% Submittal Estimate
- Final Bid Document Estimate

The fee is as noted in Exhibit “C”.

1.6. Permitting Coordination Services:

The Architect shall provide permitting coordination services as follows:

1.6.1 Define all permits and/or review agency requirements and provide a graphic chronological assessment.

EXHIBIT “B”

Additional Services

St. John’s County Fire Station No. 22 & Sheriff’s Office Operations Center

St. John’s County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 2

1.6.2 Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.

1.6.3 Monitor the permitting process and provide written progress reports to the Client.

1.6.4 The Professional Fee for permitting associated with site and facilities shall be as noted in Exhibit “C”.

1.7. **Site and Building Signage Graphics:**

Provide graphic design services associated with the design and construction administration of building identification, graphics and signage. The Professional Services Fee shall be as noted in Exhibit “C”.

1.8. **Emergency Signalization Engineering:**

The Architect shall obtain the services of a qualified Traffic Engineer to study the need for and possible location of emergency signalization. The surrounding site contours will need to be studied. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit “C”.

1.9. **Facility or Site Model Computer Renderings:**

The Architect shall develop up to 3 computer rendering(s) of the facilities or the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas. The Professional Services Fee shall be as noted in Exhibit “C”.

1.10. **Not Used**

1.11. **Professional Liability Insurance:**

The Design Team shall maintain, during the term of this agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$2,000,000.00. The Architect shall provide the Client with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to the Client. As compensation for the cost of such insurance, the Client will pay the Architect a value equating to 2.4% of the total Architectural and Engineering fee.

2. **Excluded Services:**

2.1. Off-Site Civil Engineering, beyond that indicated under the Civil Engineer’s Proposal:

2.2. Facility Energy Analysis, beyond Florida Energy Code required analysis.

2.3. Early Works as described in RFQ 1710:

Design-Build firm shall work with the County to identify scope items for the development of Early Works Packages for site clearing/grubbing, access, utilities, ordering of necessary materials, etc. Upon mutual agreement of the scope of the early works, the authorization for

EXHIBIT “B”

Additional Services

St. John’s County Fire Station No. 22 & Sheriff’s Office Operations Center

St. John’s County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 3

the Design-Build Firm to perform any approved early works will be at the sole discretion of the County. Early works to be performed during Phase 1 – Preliminary Design Services.

- 2.4. Special Engineering for unusual site soil or geographical conditions.
- 2.5. Extended Construction Observation, beyond the construction period stipulated in the project schedule, Exhibit D.
- 2.6. Additional Construction Observation Services, in addition to on-site construction observation services beyond the bi-weekly standard services noted in this Agreement.
- 2.7. Sustainable Design Concept Implementation / LEED Design.
- 2.8. Environmental Engineering.

The following pages represent Consultant Professional Service Fee Proposals for Basic & Additional Services listed in Exhibits “A” and “B”

Civil Engineering / Surveying Services: Matthews Design Group

Landscape Architectural Services: Castle Bay Design + Studio

Testing & Engineering: ECS Florida, LLC

Structural Engineering: IMEG Consultants Corp.

Mechanical, Electrical, Plumbing & Fire Protection Engineering: IMEG Consultants Corp.

Voice/Data & Audio-Visual Consultant: TLC Engineering Solutions

Security Consultant: TLC Engineering Solutions.

Traffic Engineering: Chindular Traffic Solutions

EXHIBIT “C”

Professional Fee Allocation

St. John’s County Fire Station No. 22 & Sheriff’s Office Operations Center

St. John’s County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

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Phase I Design Services - Fee Allocation:

The following is the professional fee allocation for the various services defined as Phase I services in Exhibits “A” and “B”.

- 1. **Project Kick-Off:**\$ **included below**

- 2. **Preliminary Design Services:**\$ **35,600.00**
 - 2.1 Programming Update:.....\$ 4,810.00
 - 2.2 Concept Design Modifications\$ 16,100.00
 - 2.3 Master Planning Options.....\$ 14,690.00

- 3. **Preliminary Design Allowances:**.....\$ **46,980.00**
 - 2.4 Surveying Allowance\$ 26,400.00
 - 2.5 Geotechnical Testing & Recommendations Allowance\$ 12,980.00
 - 2.6 Initial Cost Estimate from As-Builts Allowance\$ 7,600.00

- 4. **Phase I - Basic Architectural & Engineering**
 - Services (SD, DD, CD & Permitting = 80% of total):**.....\$ **420,560.00**

The Architectural and Engineering services for the referenced project are based upon a total estimated construction budget of \$10,500,000, which includes approximately \$7,000,000 for building construction cost.

- 4.1 Fees for Architecture, Structural Engineering, Mechanical, Electrical, Plumbing and Fire Protection Engineering:
Basis of Fee: \$7,000,000.00 @ 7.51 % Fee = \$ 525,700.00. SD, DD, CD & Permitting, which are part of the Phase I services, equate to 80% of the total Fee. CA is included in Phase II Services and equates to 20% of the total Basic Services Fee

- 4. **Additional Services¹:**
Additional Services, consisting of a variety of tasks, are itemized and described in Exhibit “C” of this Agreement. The following is a summary of these services and their related professional fee allocation. Please note that service line items that are listed as required additional services are needed to complete the project but fall outside of the “standard A/E services” above, per the Florida Department of Management Services Professional Services Fee Calculator.

¹ If a service is not included in the listing contained herein and the County wishes it to be added to the outlined scope of services, then it is excluded and will be negotiated with the County when requested.

EXHIBIT "C"

Professional Fee Allocation

St. John's County Fire Station No. 22 & Sheriff's Office Operations Center

St. John's County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

Page 2

Additional Services:

1.1.	Interior Design (FF&E Coordination)	\$	26,352.00
1.2.	Civil Engineering	\$	156,200.00
1.3.	Landscape Architecture	\$	32,120.00
1.4.	Security / Audio Visual / Data Distribution Consultant	\$	42,460.00
1.5.	Permitting Coordination.....	\$	14,200.00
1.6.	Site & Facility Model Computer Renderings (up to 3).....	\$	12,000.00
1.7.	Professional Liability Insurance:	\$	<u>21,796.00</u>
	Sub-Total – Additional Service Fees	\$	305,128.00

Additional Services - Allowances:

1.1.	Cost Estimating Assistance Allowance	\$	16,680.00
1.2.	Site and Building Signage Graphics Allowance	\$	16,440.00
1.3.	Emergency Signalization Engineering Allowance		
	• Survey Allowance	\$	5,500.00
	• Geotechnical Engineering Allowance.....	\$	16,500.00
	• Civil Engineering Allowance & Permitting.....	\$	11,000.00
	• Structural Engineering Allowance	\$	<u>33,000.00</u>
	Sub-Total – Additional Services - Allowances Fees	\$	99,120.00

Phase I Design Services - Fee Summary:

1.1	Pre-Design Services	\$	35,600.00
1.2	Basic A/E Services (SD, DD, CD & Permitting = 80% of total)	\$	420,560.00
1.3	Required Additional Services:	\$	<u>305,128.00</u>
1.4	Subtotal:.....	\$	761,288.00
1.5	Reimbursable Expenses (A/E Team – Not To Exceed):.....	\$	<u>30,000.00</u>
1.6	Total A/E Fees & Reimbursable Expenses:.....	\$	791,288.00

Phase I Allowances - Fee Summary:

1.1	Preliminary Design Allowances	\$	46,980.00
1.2	Additional Services - Allowances Fees	\$	<u>99,120.00</u>
1.3	Total Phase I Allowances.....	\$	146,700.00

Phase II Design Services - Fee Summary:

1.1	Basic A/E Services: (Construction Administration):.....	\$	105,140.00
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EXHIBIT "C"

Professional Fee Allocation

St. John's County Fire Station No. 22 & Sheriff's Office Operations Center

St. John's County, Florida

ADG Project No. 1112-24/1.21

November 20, 2024

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ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective through 12/31/2027

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	285.00/hr.
Studio Department Principals/Project Architects	265.00/hr.
Associates	220.00/hr.
Project Managers	220.00/hr.
Designers.....	185.00/hr.
Computer Draftsperson I.....	120.00/hr.
Computer Draftsperson II	140.00/hr.
Computer Supervisor	160.00/hr.
Threshold Inspector (Certified).....	220.00/hr.
Construction Administrators.....	165.00/hr.
Specification Writer	140.00/hr.
Senior Draftsperson	140.00/hr.
Draftsperson I.....	120.00/hr.
Draftsperson II	130.00/hr.
Accounting Services	100.00/hr.
Administrative Support.....	80.00/hr.
Graphic Designer	90.00/hr.
Interior Design Principal.....	270.00/hr.
Interior Design Designer.....	185.00/hr.
Interior Design Specification Writer.....	140.00/hr.
Interior Design Draftsperson I	130.00/hr.

ADG FEE BREAKDOWN



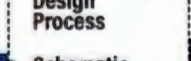
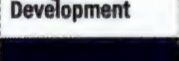
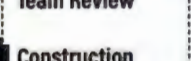
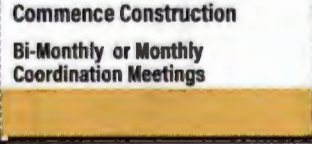

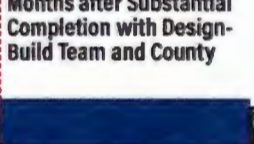

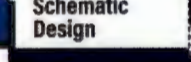
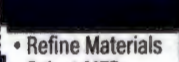
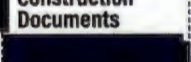








ST. JOHNS COUNTY FIRE STATION NO. 22 SHERIFF'S OPERATIONS CENTER
 ST. JOHNS COUNTY, FLORIDA

ADG Project No.:1112

November 21, 2024

Task Total																	\$99,120.00					
CA PHASE II - (\$105,140)																						
6.1 CONSTRUCTION ADMINISTRATION	6	\$1,710.00	30	\$7,950.00	44	\$9,680.00	28	\$5,180.00	28	\$3,360.00			4	\$560.00	40	\$7,400.00			420	\$69,300.00	570	\$105,140.00

PROJECT DEVELOPMENT

PHASE I		PHASE II					
PRE-DESIGN PLANNING	DESIGN OF SILVERLEAF FIRE STATION NO. 23 & SHERIFF'S OPERATION CENTER				CONSTRUCTION PHASE SERVICES	BUILDING COMMISSIONING	POST-CONSTRUCTION SERVICES
2 Months	9 - 10 Months (includes reviews)				11 - 12 Months	1 Month	11 Months
Notice to Proceed 	Participatory Design Process 	Design Development 	Quality Control Team Review 	Bidding <ul style="list-style-type: none"> • Release for Bidding to Subcontractors • GMP Delivered 	Pre-Construction Conference Commence Construction Bi-Monthly or Monthly Coordination Meetings 	<ul style="list-style-type: none"> • Technology Integration • Furniture Installation • User Training for Systems 	Warranty Inspection 11 Months after Substantial Completion with Design-Build Team and County 
Kick Off Meeting <ul style="list-style-type: none"> • Review Project Scope • Review Schedule 	Schematic Design 	Construction Documents 	Owner Review 	Monitor Permit Applications / Acquire Permits Necessary to Start Construction 	Monitor Construction Activities <ul style="list-style-type: none"> • Contract Documents Compliance • Schedule Compliance • Compliance with Schedule of Values • Certify Payment Applications • Shop Drawing Review • Prepare Punch Lists • Certify Site Work / Permits • Furnishings Bid Package • Move-Management 	Construction Close-Out <ul style="list-style-type: none"> • Ensure "Punch List" Completion • Obtain Materials & Systems Warranties • Assemble Finished Construction Photos • Monitor Warranty Items 	
Spatial Needs Assessment <ul style="list-style-type: none"> • Programming • Site Information 	 Early Works for Surcharging the Site <ul style="list-style-type: none"> • This task will be ongoing during design • Clearing & Filling • Waiting period for geotech report 	Schematic Review & Approval <ul style="list-style-type: none"> • Conceptual Plans Refined • Elevations / Materials • Cost Estimate / Budget • Feedback from Community and Stakeholders • Update Owners 	<ul style="list-style-type: none"> • Refine Materials • Select MEP Systems • Constructibility Review • Security Systems • Finishes / Furnishing • Value Engineering / Management • Energy Efficiency for Operation Cost Savings • Update Owners 	<ul style="list-style-type: none"> • Prepare Drawings and Specifications • 30%, 60%, 90% Reviews • Update Cost Estimate / Budget • Submit for Site Permitting • Value Management 	<ul style="list-style-type: none"> • Contract Documents Compliance • Schedule Compliance • Compliance with Schedule of Values • Certify Payment Applications • Shop Drawing Review • Prepare Punch Lists • Certify Site Work / Permits • Furnishings Bid Package • Move-Management 	<ul style="list-style-type: none"> • Ensure "Punch List" Completion • Obtain Materials & Systems Warranties • Assemble Finished Construction Photos • Monitor Warranty Items 	
Site Analysis <ul style="list-style-type: none"> • Survey & Geotech • Evaluation of Existing Adjacent County Buildings • Vehicle Access / Egress • Circulation • Security Concerns • Review and Confirm Regulatory Requirements 	Conceptual Design <ul style="list-style-type: none"> • Refine Site Plan • Operational Adjacency Diagrams 	Owner Review 	Owner Review 	Owner Review 	Substantial Completion 	Final Completion 	
Identify Potential Grant Opportunities 	Final Site Master Plan <ul style="list-style-type: none"> • Refine Site Plan • Operational Adjacency Diagrams 	Update Project Schedule & Budget 	Community Outreach Program 				

Our team consistently delivers projects on time and on budget!



NOTICE OF INTENT TO AWARD

May 10, 2024

RFQ No: 1710; Design-Build Services for Silverleaf Fire Station #23 and Sheriff's Operation Center


St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with DiMare Construction Co., as the highest ranked firm, based upon evaluation of submitted Qualifications and subsequent presentations under RFQ 1710.

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 Purchasing Director. 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



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

Date: 5/10/24



EVALUATION SUMMARY SHEET - TECHNICAL PROPOSALS
ST. JOHNS COUNTY, FLORIDA

Date: May 8, 2024
RFQ No: 1710; Design-Build Services for Silverleaf Fire
Station #23 and Sheriff's Operation Center

FIRM	Qualifications Total Score	EVALUATOR Doug Tarbox	EVALUATOR Phyllis Thorpe	EVALUATOR Heather Hilley	EVALUATOR Dusty Wilson	EVALUATOR Larry Durden	TOTAL	RANK	COMMENTS
DiMare Construction Co.	467.0	95.0	98.0	92.0	91.0	98.0	937.0	1	Recommendation of Award
Auld & White Construction, LLC	424.0	90.0	93.0	88.0	85.0	88.0	864.0	2	
Perry-McCall Construction, Inc.									Withdrew from Stage 2 of the Evaluation Process

APPROVED: DUANE KENT, COUNTY ENGINEER

APPROVED: JAIME LOCKLEAR, PURCHASING DIRECTOR


Posted to Demandstar:

[Handwritten signatures and dates]
5/18/24
5/10/24

NOTE:

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.

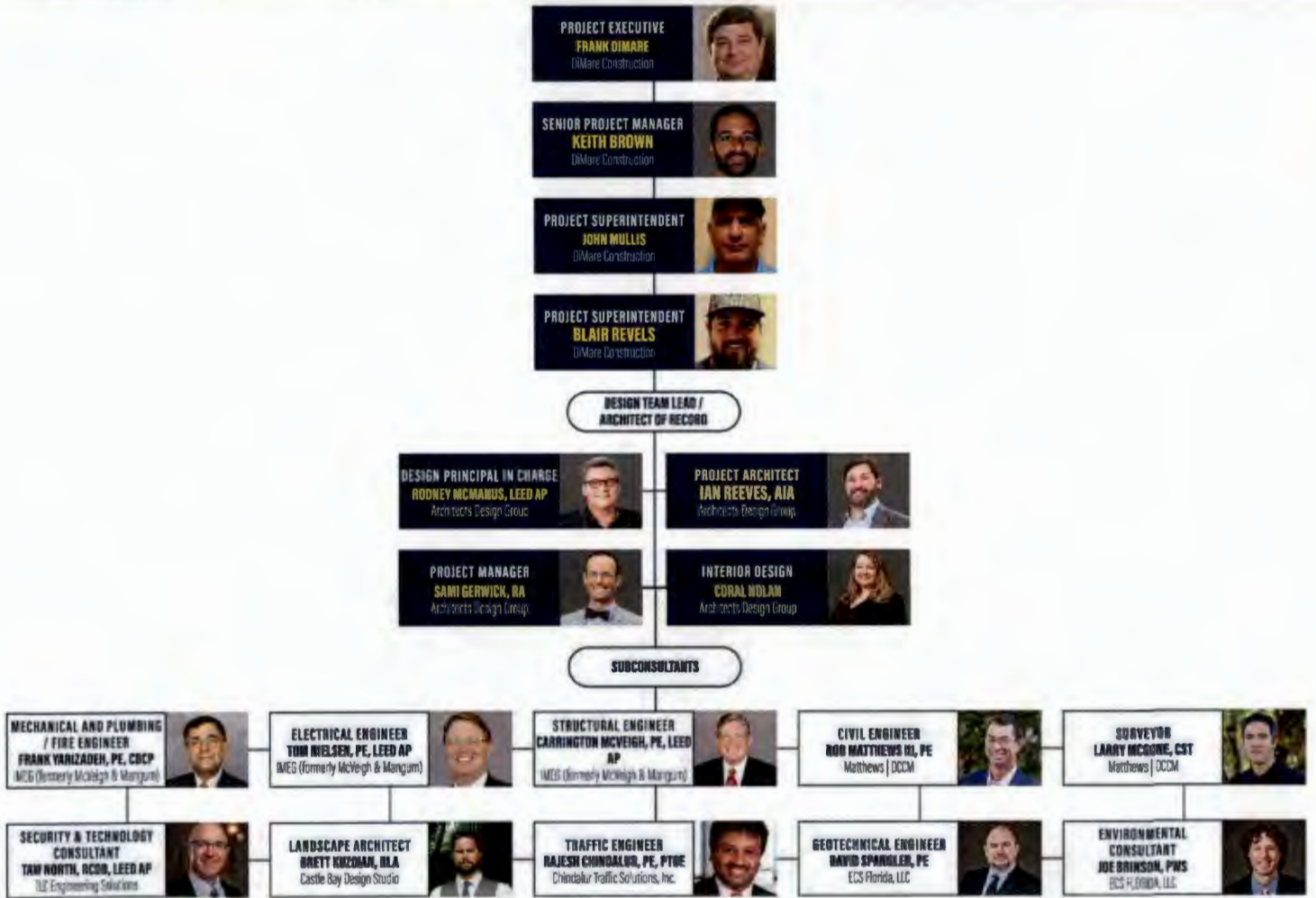
ANY ACTUAL BIDDER, PROPOSER, OR SUPPLIER WHO IS AGGRIEVED IN CONNECTION WITH THE NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION 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.



**RFQ NO. 1710
DESIGN-BUILD SERVICES FOR
SILVERLEAF FIRE STATION #23 &
SHERIFF'S OPERATION CENTER**

SUBMITTED BY DIMARE CONSTRUCTION & ARCHITECTS DESIGN GROUP

YOUR PROJECT TEAM!



450+
Public Safety Facilities

500+
LEED Facilities

250+
Law Enforcement Facilities

150+
Fire Rescue Facilities

PUBLIC SAFETY ARCHITECTURE

ARCHITECTS DESIGN GROUP

WHY THIS TEAM

- › Our team has successfully delivered two St. Johns County public safety projects and is working on a third
- › The entire team has experience working together to ensure systems and budgets are met and the project stays on schedule
- › ADG is a leader in national public safety design trends, including carcinogen reduction through building design
- › ADG has over 450 public safety facilities nationwide
- › Experts in CALEA, CFA, NFPA, IAFC, IACP, CFAI, CPTED, FEMA, IBC, and local building codes
- › Several ADG staff members lecture regularly at the Station Design Conference
- › ADG had TWO members on the IACP committee for updating national design standards for law enforcement and training facilities
- › Well-versed in LEED and sustainable design with a combined 500+ LEED projects completed by this team
- › Experts in maximizing space in each facility we plan and design
- › Utilizes a collaborative design process with the users and county to customize design solutions
- › Won AIA, design, and technology awards for over 75 of our public safety facility projects



St. Johns County Fire Station No. 5 & Sheriff's Command Center



APPROACH

Strength

1. the quality or state of being strong, particular
2. a good or beneficial quality or attribute of a person or thing.

DESIGN APPROACH | SPATIAL NEEDS ASSESSMENT

- › Our team will complete a detailed spatial needs assessment which will provide recommendations on specific site characteristics, development of spatial relationships / interactions, and adjacency priorities for the new facility. Although we can use our existing information from Station Nos. 5 & 11 as a baseline, we understand each facility has unique requirements and will tailor the programming report to their specific needs. Our process for the spatial needs assessment includes:
 - › A complete review of all existing assessments and documents
 - › Gather and analyze SJCFD and SJCSO departments organizational structures, administrators of each department, population and demographic statistics, size of staff, ISO ratings, and case load / calls for response
 - › Send questionnaire to department leaders to solicit user input
 - › On-site interviews with users to gain a deeper understanding of their facility needs
 - › Our team will quantify the space needed in terms of actual square footage and how it compares to the budget. The square footage will be listed by division in each department and detail the future needs of the county

- › A thorough analysis of all of the information obtained will result in a detailed spatial needs report. The team will utilize the space standards for individual staff work areas which ADG has developed over the past 50 years of experience in planning and designing fire-rescue, law enforcement, and 911 facilities throughout the United States. The information during this task will be provided in a draft report and dispersed to county stakeholders for review and comments before the final spatial needs assessment is completed.

Programming / Spatial Needs Assessment
 St. Johns Fire Station #13 and Sheriff's Operations Center
 St. Johns County, FL
 Project No. 2200-01

Agency Personnel Description: _____ Department/Name: _____ Date: _____
 Name of Person Completing This Questionnaire: _____

ORGANIZATIONAL CHART:
 Please attach a complete and current organizational chart for your department, noting the names of all personnel together with job title, or job functions. If an organizational chart showing future growth or anticipated changes is available, please attach. This information will be utilized in conditions.

STAFFING:

2.1 How many employees currently work in this department?
 Full Time _____ Part Time/Volunteers _____

2.2 What are the historical trends of full-time employees?
 2000 _____ 2005 _____ 2010 _____ 2015 _____

2.3 What are your projections for full-time employees?
 2020 _____ 2025 _____ 2030 _____

AGENCY FUNCTION:
 Please attach a one-page summary describing the basic functions/responsibilities of this agency.
 Attached _____ to be completed at a later date _____

RELATIONSHIP TO OTHER DEPARTMENTS/ENTITIES:
 It is anticipated that this agency must communicate with other departments and/or entities related to training. Please note what other departments and why the need to communicate with each entity.

Indicate frequency, i.e., 1=never, 2=occasionally, 3=frequently, 4=very frequently, 5=constantly.

Other Department _____ 1 2 3 4 5 Why the Need _____

Architectural Design Group © Page 1

Program / Spatial Needs Assessment
 Sheriff's Office South Inland Command Center
 St. Johns County, Florida
 ADG Project Number: 24-013

No.	Issued Function	Space Requirements (Square Feet)		
		YEAR 2018	YEAR 2023	YEAR 2035
1.0	PUBLIC Access Areas	1,103	1,103	1,300
2.0	Administration	3,071	3,071	3,088
3.0	Staff/Personnel / Support District: CSD / Patrol / 911	2,917	3,367	4,395
4.0	Prep area and Evidence	268	308	343
5.0	Facility Services	667	667	667
6.0	Facility Maintenance Areas	828	828	1,101
7.0	Total	7,054	8,164	10,094

DESIGN APPROACH | MASTER PLANNING PROCESS



COMBINED FIRE RESCUE AND SHERIFF'S OFFICE - ST. JOHN'S COUNTY, FL
ARCHITECTS DESIGN GROUP

SITE PLAN



PASSERO
architecture engineering

SILVERLEAF FIRE STATION

01

- › After the site information prepared by Passero is reviewed, our team will work with the county to validate the conceptual site plans for the new station. To do this, we will explore various options to achieve current and future needs. Our team will also evaluate the adjacent site areas relative to current zoning and actual land use and reflect this information in the master plan documents. The conceptual site plan will illustrate:
 - › Proposed land utilization
 - › Placement of existing buildings
 - › Location and general configuration of current need of the building and site elements
 - › Ingress, egress, and appropriate apron for apparatus
 - › General location of the buildings
 - › Location of vehicle access, egress, and parking
 - › Vehicle parking areas for the secured and public access areas
 - › Areas of potential expansion for future needs
 - › Environmentally-sensitive areas
 - › Natural vegetation area designed for storm-water retention / detention
 - › Utility access and distribution
 - › Site security
 - › Ability to apply principles of Crime Prevention Through Environmental Design (CPTED)

DESIGN APPROACH | OPERATIONAL ADJACENCY DIAGRAMS

- › Our team will further detail the concept plan into sketches at this point of the design. This step will include site plan refinements showing setbacks, parking, and access / egress requirements, block diagrams / floor plans, 3-D massing diagrams, building elevations, and renderings. We have found 3-D renderings valuable in relaying how the building will look and fit onto the site. These can be presented to the user groups, county commission, and community to garner their support. Our team uses the latest render software to create highly realistic imagery of what the inside and outside of the new facility can look like. Our team will also consider using the designs from the previous facilities we have designed as a cost management measure to see if those designs may be used on this particular site.



DESIGN APPROACH | CONCEPTUAL DESIGN

- › Our team will further detail the concept plan into sketches at this point of the design. This step will include site plan refinements showing setbacks, parking, and access / egress requirements, block diagrams / floor plans, 3-D massing diagrams, building elevations, and renderings. We have found 3-D renderings valuable in relaying how the building will look and fit onto the site. These can be presented to the user groups, county commission, and community to garner their support. Our team uses the latest render software to create highly realistic imagery of what the inside and outside of the new facility can look like. Our team will also consider using the designs from the previous facilities we have designed as a cost management measure to see if those designs may be used on this particular site.



DESIGN APPROACH | SCHEMATIC DESIGN



- › During this phase, design sessions will be conducted to refine design options, which will provide improved facility design and cost savings. The schematic plans for the new fire station and sheriff's operations center will be developed to establish the best possible organization for the structure. This will take into consideration the ideal operational adjacencies for the efficient functionality of each department in the building.
- › In addition, engineering systems and concepts for the building systems will be evaluated. During the on-site session, our team will provide value management and constructibility reviews. At the end of the schematic design phase, an independent cost estimate will be prepared for each of the phases and alternatives. We will work with the county to address the priorities of the departments and project budget constraints to determine an appropriately balanced solution. At the end of SD's, our team will prepare and submit a final draft of this report for review, leading review meetings with the county to review and discuss any comments, address all comments received to the satisfaction of the county, and revise the draft report / resubmit as a final report.

COMBINED FIRE RESCUE AND SHERIFF'S OFFICE - ST. JOHN'S COUNTY, FL
ARCHITECTS DESIGN GROUP

MASSING CONCEPT
DECEMBER 2015

DESIGN APPROACH | DESIGN DEVELOPMENT

- › During the design development phase the building materials, systems, and enhanced functional responses are refined. The design process integrates the design team and county stakeholder's input responding to environmental and survivability issues, life-cycle cost issues, security issues, and budget considerations. The design approach, preliminary architectural, structural, electrical, and mechanical concepts are developed to a level of detail that allows for independent, detailed cost estimating prior to initiating construction documents. We coordinate early on with the building department to ensure no large-scale changes are required later in the design process or during construction, and our team will complete the final building code analysis during this phase. The following items are concluded at this design phase:
 - › Perimeter surveillance (site and building)
 - › Central energy plant protective systems
 - › Secured staff parking areas
 - › Specialized equipment / storage areas
 - › Blind areas around site and buildings
 - › Interior entrances into secure zones of the building
 - › Site ingress / egress points
 - › Fire apparatus bays
 - › Gated access points
 - › All building entrance points
- › Our team will also implement our responsive security technology approach. This approach is defined as the review and application of all available and emerging systems to secure public safety facilities. Some of the highly secured areas that are accommodated by these systems include:
 - › Selection of systems, materials, and equipment for program response and sustainable design goals
 - › Preparation of initial design details
 - › Forecast of potential energy performance, life-cycle cost, and architectural quality of design relative to the previously determined project goals
 - › Thorough documentation of architectural, electrical, and mechanical systems
 - › Adjustment of the design as necessary to achieve project goals and cost targets



Flagler County Sheriff's Office

COORDINATION OF DESIGN-BUILD TEAM

- › Maintain design team schedule
- › Coordinate design team documents as we go and prevent conflicts
- › Since our team has designed and built so many of this type of project, including the prototype, full BIM is not needed
- › We will bring in local subs to advise us during design for cost control and to avoid supply chain issues



St. Johns County Fire Station No. 5 & Sheriff's Command Center


CONSTRUCTION APPROACH | PROJECT MANAGEMENT

- › Provide project manager who has done other similar projects for SJC (including the prototype) and is familiar with all the details required for a successful project
- › Schedule and conduct pre-con meetings with project superintendent, utilities, subcontractors, and SJC team
- › Schedule and conduct bi-monthly or monthly progress meetings with SJC team:
 - › Review project management reports: Cost Changes, Plan Revisions, Submittal Management, and RFI logs
 - › Overall project schedule updates along with 3 week look ahead
 - › Pay Application review
- › Coordinate utility requirements up front in order to obtain services (electrical power, water, sewer, and fire) so they are available when needed
- › Subcontracting and defining scope of work
- › Material procurement
 - › Order long lead time items such as switch gear, generator, ATS, Apparatus Bay Doors, Specialized Equipment, HVAC Equipment, etc.



CONSTRUCTION APPROACH | FULL-TIME SITE SUPERVISION

- › Provide site superintendent who has done other similar projects for SJC and is familiar with all the details required for a successful project completion
- › Weekly quality control walk-throughs with DiMare Project Manager, DiMare Superintendent, and subcontractors/vendors
- › Superintendent responsible for daily scheduling of subcontractors/vendors
- › Weekly on-site meetings to confirm OSHA safety requirements are being followed
- › Minimize impacts to neighboring residents

A photograph showing the interior of a large fire station. Two red fire trucks are parked on a red floor. Several people, including firefighters and construction workers, are standing near the trucks. The facility has a high ceiling with exposed pipes and lights.

Wells Public Safety Facility

CONSTRUCTION APPROACH | PROJECT CLOSE-OUT

- › Provide as-builts and punch lists in a timely manner. Pre-punch out all work prior to walk-through with SJC team
- › Assemble project closeout documents, warranties, and training for SJC staff in a timely, effective manner



CONSTRUCTION APPROACH | EARLY WORKS

- › Clear and fill site once clearing and rough grading permit is issued in order to allow enough time for surcharging prior to construction
- › Establish FPL easement early in the project since the SJC BOCC has to approve it before it can be recorded

Georgetown Public Safety Complex







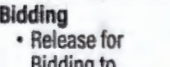
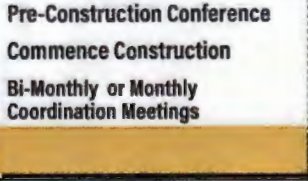


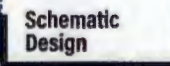
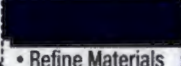


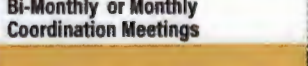
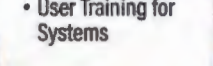
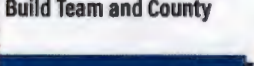






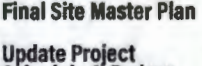

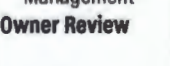

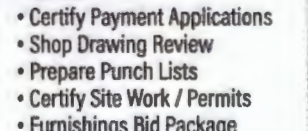
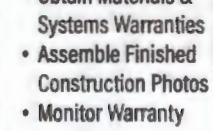

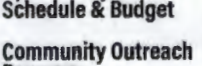
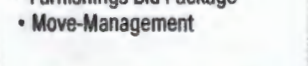
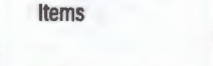
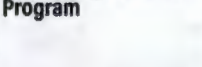


PROJECT SCHEULE
/ QUALITY & SCHEDULE
CONTROL

PROJECT DEVELOPMENT

PHASE I

PHASE II


PRE-DESIGN PLANNING	DESIGN OF SILVERLEAF FIRE STATION NO. 23 & SHERIFF'S OPERATION CENTER				CONSTRUCTION PHASE SERVICES	BUILDING COMMISSIONING	POST-CONSTRUCTION SERVICES
2 Months	9 - 10 Months (includes reviews)				11 - 12 Months	1 Month	11 Months
Notice to Proceed 	Participatory Design Process 	Design Development 	Quality Control Team Review 	Bidding <ul style="list-style-type: none"> Release for Bidding to Subcontractors GMP Delivered 	Pre-Construction Conference Commence Construction Bi-Monthly or Monthly Coordination Meetings 	<ul style="list-style-type: none"> Technology Integration Furniture Installation User Training for Systems 	Warranty Inspection 11 Months after Substantial Completion with Design-Build Team and County 
Kick Off Meeting <ul style="list-style-type: none"> Review Project Scope Review Schedule 	Schematic Design 		Construction Documents 				
Spatial Needs Assessment <ul style="list-style-type: none"> Programming Site Information 	Early Works for Surcharging the Site <ul style="list-style-type: none"> This task will be on-going during design Clearing & Filling Waiting period for geotech report 	<ul style="list-style-type: none"> Refine Materials Select MEP Systems Constructibility Review Security Systems Finishes / Furnishing Value Engineering / Management Energy Efficiency for Operation Cost Savings Update Owners 	<ul style="list-style-type: none"> Prepare Drawings and Specifications 30%, 60%, 90% Reviews Update Cost Estimate / Budget Submit for Site Permitting Value Management 		Monitor Construction Activities <ul style="list-style-type: none"> Contract Documents Compliance Schedule Compliance Compliance with Schedule of Values Certify Payment Applications Shop Drawing Review Prepare Punch Lists Certify Site Work / Permits Furnishings Bid Package Move-Management 		
Site Analysis <ul style="list-style-type: none"> Survey & Geotech Evaluation of Existing Adjacent County Buildings Vehicle Access / Egress Circulation Security Concerns Review and Confirm Regulatory Requirements 	Conceptual Design <ul style="list-style-type: none"> Refine Site Plan Operational Adjacency Diagrams 	<ul style="list-style-type: none"> Conceptual Plans Refined Elevations / Materials Cost Estimate / Budget Feedback from Community and Stakeholders Update Owners 	<ul style="list-style-type: none"> Prepare Drawings and Specifications 30%, 60%, 90% Reviews Update Cost Estimate / Budget Submit for Site Permitting Value Management 	Monitor Permit Applications / Acquire Permits Necessary to Start Construction 	<ul style="list-style-type: none"> Contract Documents Compliance Schedule Compliance Compliance with Schedule of Values Certify Payment Applications Shop Drawing Review Prepare Punch Lists Certify Site Work / Permits Furnishings Bid Package Move-Management 	Construction Close-Out <ul style="list-style-type: none"> Ensure "Punch List" Completion Obtain Materials & Systems Warranties Assemble Finished Construction Photos Monitor Warranty Items 	
Identify Potential Grant Opportunities 	Final Site Master Plan 	Owner Review 	Owner Review 				
	Update Project Schedule & Budget 				SUBSTANTIAL COMPLETION 	FINAL COMPLETION 	
	Community Outreach Program 						

Our team consistently delivers projects on time and on budget!

QUALITY CONTROL

- › Select subcontractors and vendors who have proven to do good quality work. Local businesses are preferred
- › Schedule installations to maximize material newness and protect materials during construction
- › Weekly and monthly meetings/walk-throughs with Design-Build Team project managers, DiMare superintendent, and subcontractors/vendors
- › Provide material installation mock-ups as required to display install quality and set a precedence for the rest of the installation
- › Design-Build team has already established a quality expectation based on the previous completed projects with SJC, including the prototype project



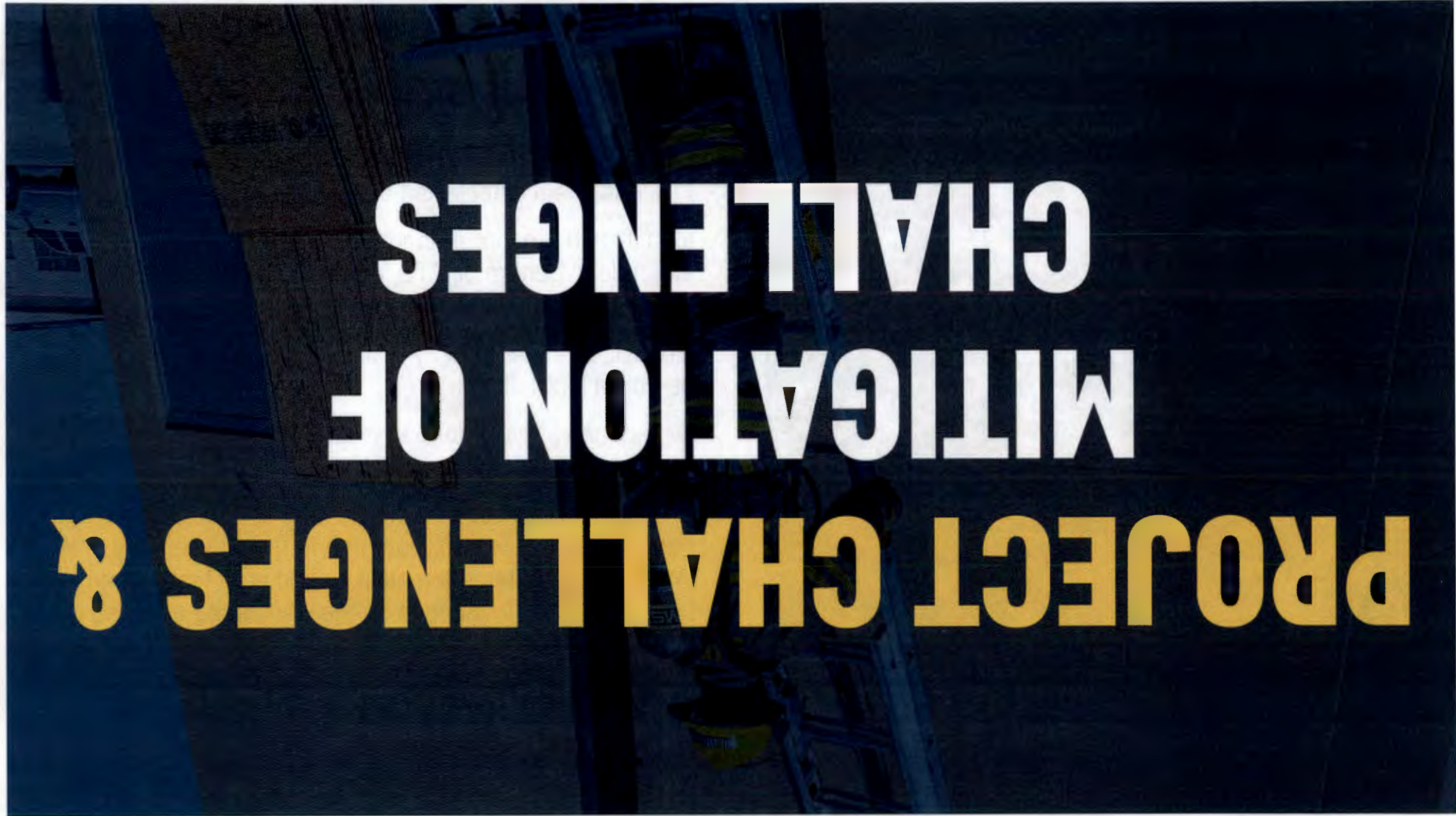


**INNOVATION FOR
REDUCTION OF PROJECT
SCHEDULE**

SCHEDULE CONTROL



- › FPL easement established early in the project
- › Identify and procure all long lead time items such as switchgear, generator, ATS, Apparatus Bay Doors, Specialized equipment, HVAC equipment, etc.
- › Get utilities installed early in the schedule so they can be as-built a head of time
- › DiMare has already done several similar projects for SJC, including the prototype project
- › Early Works - as soon as the clearing and rough grading permit is issued, we will clear and fill the building pad area. We plan to surcharge the building pad area higher than needed in order to improve on the wait period as noted in the geotechnical report. We will use the fill dirt required from the other non-structural fill areas in order to accomplish the extra surcharge at the building pad.



PROJECT CHALLENGES &

MITIGATION OF

CHALLENGES

CHALLENGE #1 | CURRENT CONSTRUCTION INDUSTRY ENVIRONMENT

- › Design-Build team establishing what trades / systems are long lead items that may delay the construction schedule if not identified early on
 - › Electrical gear, Generator, ATS, HVAC Equipment, etc.
- › Specialty equipment / sole sourced item procurement
 - › Some specialty equipment, if purchased new, are long lead items.
 - › Work with End Users on establishing this equipment, and coordination of the infrastructure required for this equipment
- › Based on market conditions, Identifying alternate system selections that could save the project money
 - › Ex: Roofing insulation and membrane types
- › Based on the construction boom in NE Florida, select subcontractors / vendors / teams with sufficient and capable workforce



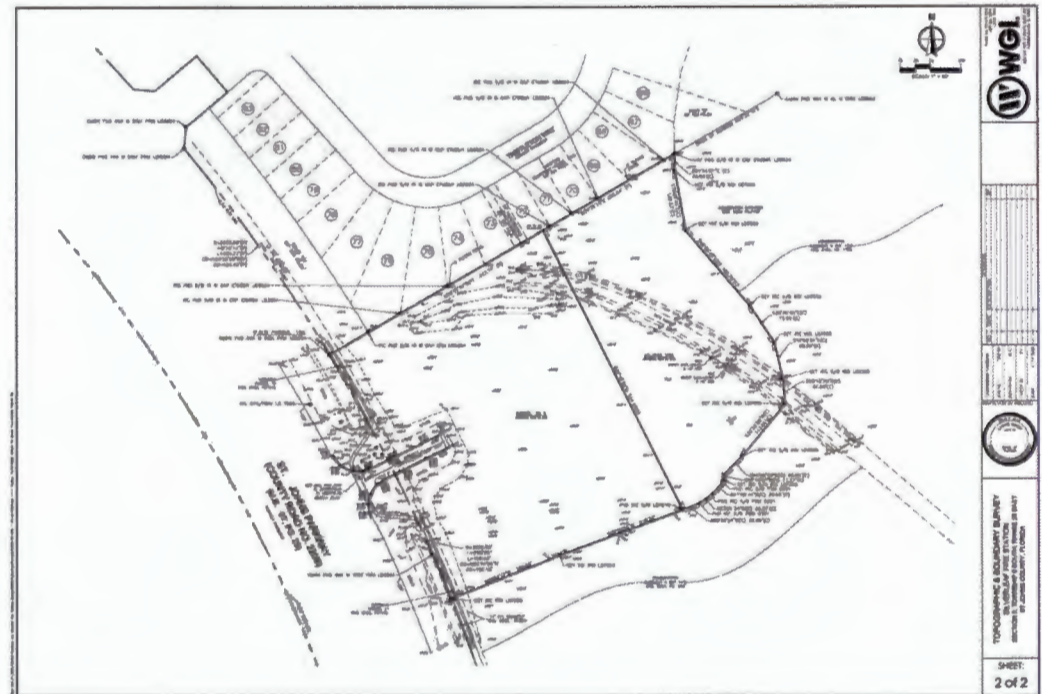
CHALLENGE #2 | BUDGET

- › Work with the county's project management team on identifying clear goals for the project
 - › Separating goals from the wants
- › DiMare and ADG working during design phase and after construction estimates are established to keep the project within the budget
- › Making sure FF&E, technology systems, alerting system, contingency, owner's allowance, and other soft costs \$ are accounted for in the budget
- › Assist on establishing and applying for any grants that may be available



CHALLENGE #3 | EARLY WORKS (Clearing & Filling the Site for Surcharging)

- › Needs to be done as soon as contract is issued and clearing / rough grading permit is issued in order to have enough time to wait for surcharging
- › It will take approx. 2 months for clearing and filling the site and another 2-3 months for surcharging according to the geotechnical report. This work needs to be going on during the design process so it can be completed by the time we are ready to start on the vertical construction
- › Our team will work with SJC to provide pricing from multiple site subcontractors along with proposals from each on means and methods to expedite the schedule while keeping the project within budget



**RFQ NO. 1710
DESIGN-BUILD SERVICES FOR
SILVERLEAF FIRE STATION #23 &
SHERIFF'S OPERATION CENTER
DUE DATE: THURSDAY, APRIL 4TH**



SUBMITTED BY DIMARE CONSTRUCTION & ARCHITECTS DESIGN GROUP

TAB 1 | QUALIFICATIONS COVER PAGE & COVER LETTER



ST. JOHNS COUNTY FIRE STATION NO. 5 & SHERIFF'S COMMAND CENTER



TABLE OF CONTENTS

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TAB	4	QUALIFICATION STATEMENT.....	25
TAB	5	ADMINISTRATIVE INFORMATION.....	26

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: DiMare Construction Co.
RESPONDENT FEIN #: 59-2221950
MAILING ADDRESS: 3545 US 1 South, St. Augustine, FL 32086
POINT OF CONTACT NAME & TITLE: Keith Brown, Vice President
POC EMAIL ADDRESS: keith@dimare.com
POC PHONE NUMBER: (904) 797-3328
DATE OF SUBMITTAL: 4/1/24

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

RE: RFQ # 1710 | DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

Dear Evaluation Committee Members:

DiMare Construction, in association with Architects Design Group (ADG) is pleased to submit this response to provide professional design-build services for the St. Johns County Silverleaf Fire Station #23 and Sheriff's Operation Center project. DiMare's team is entirely located within St. John's County and has been in business for over 40 years, with many of the projects in their extensive portfolio done either for or in the county. Joining the team as the design lead and architect of record is nationally-recognized firm, Architects Design Group (ADG), specializing in space planning, master planning, and design of public safety facilities across the United States. Over the past 50+ years, ADG has worked on over 450+ public safety facilities nationwide. It is important to note that DiMare and ADG have both worked on the St. Johns County Fire Station No. 5 and Sheriff's Command Center, St. Johns County Fire Station No. 11 and Sheriffs Southwest Operations Center, and St. Johns County Fire Station No. 19 projects together.

PROGRAM DRIVEN DESIGN

Fire-rescue, sheriff's, and dispatch buildings must be designed around each departments' specific operations. Our approach begins at the first kick-off meeting with the county, where we learn the unique requirements for the building, how staff will interact daily, and what the departments' future needs are to include in our planning documents. This program-driven design approach is carried throughout the project to ensure the final product meets St. Johns County FD and SO's specific operational needs. As we have completed three similar projects for the county, we are uniquely aware of the departments' needs in this facility.

TEAM INFORMATION

As requested in the RFQ document, the graphic on the following page represents the request firm information.

AVAILABILITY & COMMITMENT OF TEAM

Our expert team is committed to St. Johns County's needs, meeting your schedule, and maintaining your project budget. We believe the tenure of both DiMare and ADG speaks to our client service and satisfaction strengths. Each team member is committed to providing the highest level of service and will deliver the dedicated resources to complete this project successfully. Our proposed subconsultants have been specifically chosen for two reasons. The first, each firm has years of experience working with either DiMare or ADG on municipal facilities in Florida. Secondly, each team member has worked on at least one St. Johns County project in the past and is invested in providing the County facilities to help the community thrive. Our team is available to start on this project immediately and there will be no delegation of authority for this RFQ.

CONCLUSION

The entire team is excited about the opportunity to work with the county and project stakeholders on this essential project. Our team's experience with public safety facilities, both nationwide and in St. Johns County, makes us uniquely qualified to work with you on this project. Thank you for reviewing this proposal, and we look forward to meeting in person to discuss this project in greater detail.

Sincerely,



Keith Brown, Vice President
DiMare Construction

WHY THIS TEAM?

- Our team has successfully delivered two St. Johns County public safety projects and is working on a third
- The entire team has experience working together to ensure systems and budgets are met and the project stays on schedule
- ADG is a leader in national public safety design trends, including carcinogen reduction through building design
- ADG has over 400 public safety facilities nationwide
- Experts in CALEA, CFA, NFPA, IAFC, IACP, CFAI, CPTED, FEMA, IBC, and local building codes
- Several ADG staff members lecture regularly at the Station Design Conference
- ADG had TWO members on the IACP committee for updating national design standards for law enforcement and training facilities
- Well-versed in LEED and sustainable design with a combined 500+ LEED projects completed by this team
- Experts in maximizing space in each facility we plan and design
- Utilizes a collaborative design process with the users and county to customize design solutions
- Won AIA, design, and technology awards for over 75 of our public safety facility projects

Architecture: Architects Design Group
- 53 years in business
- 400+ public safety facilities
- 3 public safety projects with DiMare

Security / Technology / IT: TLC Engineering
- 69 years in business
- 170+ public safety facilities
- 100+ public safety projects with ADG

Civil + Survey: Matthews | DCCM
- 18 years in business
- 15 public safety facilities
- 6 municipal projects with DiMare
- 2 municipal projects with ADG

MEP + Structural: IMEG formerly McVeigh & Mangum Engineering
- 114 years in business
- 200+ public safety facilities
- 5 municipal projects with DiMare
- 11 municipal projects with ADG

Geotechnical + Environmental: ECS Florida, LLC
- 50+ years in business
- 1,200+ public safety facilities
- 16 municipal projects with DiMare
- 2 years partnered with ADG

Landscape Architect: Castle Bay Design Studios
- 10 years in business
- 20+ public safety facilities
- 18+ municipal projects with ADG

Traffic Consultation: Chindular Traffic Solutions
- 10 years in business
- 5 public safety facilities



FULL LEGAL NAME / COMPANY TYPE

DiMare Construction Company / Corporation

ADDRESS

3545 US 1 South, St. Augustine, FL 32086

DATE OF ESTABLISHMENT / YEARS IN BUSINESS

1981 / 40+

EMPLOYEES

13

POINT OF CONTACTS

Primary: Keith Brown | Vice President/Project Manager | (904) 797-3328 | keith@dimare.com
Secondary: Frank DiMare | President | (904) 797-3328 | wfd@dimare.com

PRINCIPALS

Frank DiMare | President
Keith Brown | Vice President

FIRM BACKGROUND / PHILOSOPHY

DiMare has been in the general contracting business in Florida for over forty years, during which time, we have completed numerous facilities similar in construction and complexity. We have also built a reputation and made it a philosophy to uphold the utmost quality, dependability, and honesty in an industry where these are rare. We have the experience, expertise, staff, and other resources required to give your project the time and care it needs and deserves. Most importantly, DiMare has a proven track record of providing St. Johns County with projects completed on time and on budget, with quality, exceptional service, and at a reasonable cost.

A small list of projects that demonstrate these abilities include: SJC Combined Fire Station 5 and Sheriff's South Operations Center, SJC Fire Station 19, SJC Public Works Facilities, and SJC Utility Lab. We are currently building SJC Combined Fire Station 11 and Sheriff's Southwest Operations Center, SJC Sheriff's Fleet Services and Supply, and SJC Sheriff's Tactical Training Facilities. Each of these projects demanded the same kind of budgeting, scheduling, planning, execution, and team coordination that will go into your new project being a success. Another advantage that sets us apart from our competition is that our main office is located right here in St. Johns County. We take great pride in not only doing business here in St. Johns County, but also in calling this great county our home. All employees in our main office live in St. Johns County.


TAB 2 | DESIGN-BUILD FIRM, STAFF & TEAM QUALIFICATIONS



NAPLES FIRE STATION

ORGANIZATION CHART

PROJECT EXECUTIVE
FRANK DIMARE
 DiMare Construction



SENIOR PROJECT MANAGER
KEITH BROWN
 DiMare Construction



PROJECT SUPERINTENDENT
JOHN MULLIS
 DiMare Construction




PROJECT SUPERINTENDENT
BLAIR REVELS
 DiMare Construction



DESIGN TEAM LEAD / ARCHITECT OF RECORD

DESIGN PRINCIPAL IN CHARGE
RODNEY MCMANUS, LEED AP
 Architects Design Group



PROJECT ARCHITECT
IAN REEVES, AIA
 Architects Design Group



PROJECT MANAGER
SAMI GERWICK, RA
 Architects Design Group



INTERIOR DESIGN
CORAL NOLAN
 Architects Design Group




SUBCONSULTANTS

MECHANICAL AND PLUMBING / FIRE ENGINEER
FRANK YARIZADEH, PE, CBCP
 IMEG (formerly McVeigh & Mangum)




ELECTRICAL ENGINEER
TOM NIELSEN, PE, LEED AP
 IMEG (formerly McVeigh & Mangum)




STRUCTURAL ENGINEER
CARRINGTON MCVEIGH, PE, LEED AP
 IMEG (formerly McVeigh & Mangum)



CIVIL ENGINEER
ROB MATTHEWS III, PE
 Matthews | DCCM



SURVEYOR
LARRY MCGONE, CST
 Matthews | DCCM



SECURITY & TECHNOLOGY CONSULTANT
TAW NORTH, RCDD, LEED AP
 TLC Engineering Solutions



LANDSCAPE ARCHITECT
BRETT KUZOIAN, RLA
 Castle Bay Design Studio




TRAFFIC ENGINEER
RAJESH CHINDALUR, PE, PTOE
 Chindalur Traffic Solutions, Inc.



GEOTECHNICAL ENGINEER
DAVID SPANGLER, PE
 ECS Florida, LLC



ENVIRONMENTAL CONSULTANT
JOE BRINSON, PWS
 ECS FLORIDA, LLC





FRANK DIMARE

PROJECT EXECUTIVE

FIRM

DiMare Construction Co.
3545 US 1 South
St. Augustine, FL 32086

EDUCATION

Bachelor of Building Construction,
University of Florida

LICENSES & CERTIFICATIONS

Certified General Contractor - FL No.
CGC015116
Certified Underground Utility & Excavation
Contractor - FL No. CUC1226031

TOTAL YEARS OF EXPERIENCE

45+

ROLE ON PROJECT | EXPERIENCE

Mr. DiMare has overseen the construction of various projects spanning from 3,000 to 63,000 SF, serving both public and private sectors. These projects encompass a diverse range, including many civic projects for St. Johns County. In his role as Project Executive, Mr. DiMare is responsible for client and architect relations, contract negotiations, pre-construction services, estimating and budget establishment, quality control, and executive project management.

RELEVANT PROJECT EXPERIENCE

- St. Johns County Utility Lab (Project Executive)
- St. Johns County Fire Station No. 19 (Project Executive)
- St. Johns County Combined Fire Station 11 and Sheriff's Southwest Operations Center (Project Executive)
- St. Johns County Fire Station No. 5 and Sheriff's Command Center (Project Executive)
- Parkview Church Addition (Project Executive)
- Brighton Day Academy (Project Executive)
- CTK Early Learning Center (Project Executive)
- Flagler College Pollard Hall (Project Executive)
- Flagler College Field House and Sports Complex (Project Executive)



KEITH BROWN

SENIOR PROJECT MANAGER

FIRM

DiMare Construction Co.
3545 US 1 South
St. Augustine, FL 32086

EDUCATION

Bachelor of Computer Information Systems,
University of North Florida

LICENSES & CERTIFICATIONS

Certified General Contractor - FL No.
CGC1523685

TOTAL YEARS OF EXPERIENCE

23

ROLE ON PROJECT | EXPERIENCE

Keith's responsibilities for the project encompass various areas, including client and architect relations, preconstruction services, estimating, budget establishment, quality control, document management, budget and cost control, contracts and subcontracts, state direct purchase orders, project management, progress meetings, project scheduling, subcontractor administration, shop drawing review, submittals, procurement, commissioning, and closeout.

RELEVANT PROJECT EXPERIENCE

- St. Johns County Utility Lab (Project Manager)
- St. Johns County Fire Station No. 19 (Project Manager)
- St. Johns County Combined Fire Station 11 and Sheriff's Southwest Operations Center (Project Manager)
- Parkview Church Addition (Project Manager)
- Brighton Day Academy (Project Manager)
- CTK Early Learning Center (Project Manager)
- Flagler College Pollard Hall (Project Manager)
- Flagler College Field House and Sports Complex (Project Manager)
- Flagler College Campus Services Building Renovation (Project Manager)



JOHN MULLIS

PROJECT SUPERINTENDENT

FIRM

DiMare Construction Co.
3545 US 1 South
St. Augustine, FL 32086

EDUCATION

N / A

LICENSES & CERTIFICATIONS

N / A

TOTAL YEARS OF EXPERIENCE

30+

ROLE ON PROJECT | EXPERIENCE

With over 30 years of experience in the construction industry, Mr. Mullis, who previously owned his own roofing business, became a part of DiMare Construction in 2019, leveraging his expertise as a proven leader with a natural knack for efficient and effective execution. In his role as Superintendent, he oversees various responsibilities including client and architect relations, safety, quality control, site management, scheduling, subcontractor management, supplies and deliveries, inspecting and testing, as well as commissioning and closeout procedures.

RELEVANT PROJECT EXPERIENCE

- St. Johns County Fire Station No. 19 (Superintendent)
- Flagler College Campus Services Renovation (Superintendent)
- Flagler College Archaeology Department Renovations (Superintendent)
- Flagler College Library Renovations
- Parkview Church Phase 3 Addition (Superintendent)
- Backwater 2 Bluewater Boat Sales Facility (Superintendent)
- Brighton Day Academy (Superintendent)
- Matanzas River Animal Hospital (Superintendent)
- Dynamic Motor Controls Offices (Superintendent)



BLAIR REVELS

PROJECT SUPERINTENDENT

FIRM

DiMare Construction Co.
3545 US 1 South
St. Augustine, FL 32086

EDUCATION

Associate of Science,
South Georgia Technical College

LICENSES & CERTIFICATIONS

N / A

TOTAL YEARS OF EXPERIENCE

5+

ROLE ON PROJECT | EXPERIENCE

With over five years of experience in the construction industry, Mr. Revels transitioned from his role as an equipment mechanic at Ring Power CAT to join DiMare in 2019, drawing upon the discipline and hard work ethic cultivated from his upbringing on a family farm in Hastings, FL. In his position as superintendent he will oversee various responsibilities including client and architect relations, safety, quality control, site management, schedule adherence, subcontractor management, supplies and deliveries coordination, as well as inspecting, testing, and overseeing commissioning and closeout processes.

RELEVANT PROJECT EXPERIENCE

- St. Johns County Combined Fire Station 11 and Sheriff's Southwest Operations Center (Superintendent)
- St. Johns County Utility Lab (Superintendent)
- St. Johns River State College Building V Addition / Renovation (Superintendent)
- North Florida Regional Airport "T" Hangars B, C, D, & E (Superintendent)
- St. Augustine Waterworks Building Restoration (Superintendent)
- Excelsior Highschool Building Rehabilitation (Superintendent)



RODNEY MCMANUS, LEED AP

DESIGN PRINCIPAL-IN-CHARGE

FIRM

Architects Design Group
333 North Knowles Avenue,
Winter Park, FL 32789

EDUCATION

Bachelor of Architecture, University of
North Carolina at Charlotte

LICENSES & CERTIFICATIONS

LEED AP

TOTAL YEARS OF EXPERIENCE

39

ROLE ON PROJECT | EXPERIENCE

Rodney will oversee the entire project from planning to close-out, directing the integration of the team and monitoring performance objectives. He serves as the main point of contact for resolving project issues, including contracts, schedules, and overall performance.

RELEVANT PROJECT EXPERIENCE

- Windermere Police & Municipal Facility (Project Manager)
- Wildwood Police Headquarters (Project Manager)
- Indian River County Sheriff's Office Pre-Design (Project Manager)
- Tallahassee Police Department (Principal-In-Charge)
- Tallahassee Fire & Community Center (Principal-In-Charge)
- Miramar Public Safety Complex (Project Manager)
- Florosa Fire Headquarters & Station No. 5 (Principal-In-Charge / Project Manager)
- Miami Fire Urban Search & Rescue (USAR) Facility (Principal-In-Charge)
- Miami Fire Station No. 14 Owner's Rep (Principal-In-Charge)
- Monroe County EOC (Principal-In-Charge)
- Longview Fire Station No. 7 & 8 (Principal-In-Charge)
- Southlake EOC Renovation (Principal-In-Charge)



IAN REEVES, AIA

PROJECT ARCHITECT

FIRM

Architects Design Group
333 North Knowles Avenue,
Winter Park, FL 32789

EDUCATION

Master of Architecture,
University of Florida

Bachelor of Arts in Architecture, University
of New Mexico

LICENSES & CERTIFICATIONS

Architect - FL No. 94944, + 17 Other
States; NCARB

TOTAL YEARS OF EXPERIENCE

32

ROLE ON PROJECT | EXPERIENCE

Ian will lead the team in all project phases, from needs assessment to planning and design. He'll coordinate all project activities, ensuring adherence to schedule and budget requirements, remaining actively involved throughout the entire project.

RELEVANT PROJECT EXPERIENCE

- Over 8 Million Square Feet of Programmed / Designed Public Safety Space
- St. Johns County Fire Station No. 5 & Sheriff's Office Command Center (Principal-In-Charge)
- St. Cloud Fire Department Spatial Needs Assessment (Principal-In-Charge)
- Boca Raton Fire & Public Safety Facilities Renovation (Principal-In-Charge)
- Boynton Beach Fire Station No. 1 (Principal-In-Charge)
- Daytona Beach Shores Fire Headquarters & Station No. 1 Renovation (Project Architect)
- Mount Dora Fire Station No. 34 & Administration (Principal-In-Charge)
- Mount Dora Fire Station No. 35 (Principal-In-Charge)
- Mount Dora Fire Station No. 36 (Principal-In-Charge)
- Palm Coast Fire Stations No. 21, 24, & 25 (Principal-In-Charge)



SAMI GERWICK, RA

PROJECT MANAGER

FIRM

Architects Design Group
333 North Knowles Avenue,
Winter Park, FL 32789

EDUCATION

Master of Architecture, University of Florida

LICENSES & CERTIFICATIONS

Architect - FL No. 100613

TOTAL YEARS OF EXPERIENCE

10+

ROLE ON PROJECT | EXPERIENCE

Sami will assist in all project phases. He'll handle daily communications with St. Johns County and the design team, while monitoring requests and resolving construction issues. Sami will remain actively involved throughout the entire project, and has worked on many successful St. Johns County projects.

RELEVANT PROJECT EXPERIENCE

- St. Johns County Fire Station No. 5 and Sheriff's Office Command Center (Project Manager)
- St. John's County Fire Station No. 19 (Project Manager)
- Ft. Myers Fire Headquarters and Station No. 1 (Project Architect)
- Georgetown Public Safety and Training Complex (Production Staff)
- Orlando Police Headquarters (Production Staff)
- Chatham County EOC and 911 Center (Project Manager)
- Clermont Police Department Headquarters (Production Staff)
- Cocoa Beach Police Department Design Criteria Package (Production Staff)
- Cocoa Beach Fire Station No. 51 Design Criteria Package (Production Staff)
- Flagler County Sheriff's Office District II Facility (Project Manager)



CORAL ALAN

INTERIOR DESIGNER

FIRM

Architects Design Group
333 North Knowles Avenue,
Winter Park, FL 32789

EDUCATION

Bachelor of Interior Design, Florida State University

LICENSES & CERTIFICATIONS

N / A

TOTAL YEARS OF EXPERIENCE

5+

ROLE ON PROJECT | EXPERIENCE

Coral will closely collaborate with the design team, creating space standards and furnishing requirements. She'll prepare furniture layouts for functionality during the design phase and oversee material and finish selections.

RELEVANT PROJECT EXPERIENCE

- St. Johns County Sheriff's Substation and Fire Station No. 11 (Interior Designer)
- Flagler County Sheriffs Office District III Facility (Interior Designer)
- Windermere Police and Town Facility (Interior Designer)
- Florosa Fire Headquarters and Station No. 5 (Interior Designer)
- Chatham County EOC and 911 (Interior Designer)
- Tallahassee Police Headquarters (Interior Designer)
- Palmetto Police Headquarters (Interior Designer)
- Horry County EOC and 911 Center (Interior Designer)
- Union County EOC and 911 Center (Interior Designer)
- Lynchburg Police Department Headquarters (Interior Designer)
- Oakland County Police Headquarters / Training Campus (Interior Designer)
- Norman EOC and 911 (Interior Designer)



TAW NORTH, RCDD, LEED AP
SECURITY & TECHNOLOGY CONSULTANT
TLC ENGINEERING SOLUTIONS
 255 S ORANGE AVE, SUITE 1600
 ORLANDO, FL 32801

Role: Taw will ensure technology and equipment goals are met and the systems are fully operational upon occupancy. Through assessments, evaluations, and owner and user feedback, Taw will be able to design systems that will assist this critical facility with dependability when it's needed most.

Education: Bachelor of Science, West Point

Licenses / Certifications: RCDD, LEED AP

Total Years Experience: 20

Previous Experience on Similar Projects:

- TLC and ADG have over 100 municipal projects together
- St. Johns County Fire Station No. 5 and Sheriff's Office Command Center (Security / Technology Consultant)
- St. John's County Fire Station No. 19 (Security / Technology Consultant)
- St. Johns County Health Department Renovation (Security / Technology Consultant)
- St. Johns County School District Mill Creek Academy (Security / Technology Consultant)
- St. Cloud Fire Station No. 33 (Security / Technology Consultant)
- Orlando Fire Station No. 6 (Security / Technology Consultant)



FRANK YARIZADEH, PE, CBCP
MECHANICAL & PLUMBING / FIRE
ENGINEER
IMEG
 9133 R.G. SKINNER PARKWAY, SUITE 1,
 JACKSONVILLE, FL

Role: Frank will serve as the mechanical /plumbing / fire protection engineer for the project, responsible for HVAC system design, plumbing system design, and fire protection system design for the facility.

Education: Master of Science, Mechanical Engineering, University of Florida

Licenses / Certifications: Engineer - FL No. 40287, AL, CA, GA, KS, KY, MI, NC, SC

Total Years Experience: 40

Previous Experience on Similar Projects:

- St. Johns County Fire Station No. 5 & Sheriff's Office Command Center (Sr. Mechanical Engineer)
- St. John's County Fire Station No. 19 (Sr. Mechanical Engineer)
- Jacksonville COJ Fire Station 61 (Sr. Mechanical Engineer)
- Jacksonville Fire Station No. 26 (Sr. Mechanical Engineer)
- Jacksonville Fire Station No. 62 (Sr. Mechanical Engineer)
- Jacksonville Fire Station No. 71 (Sr. Mechanical Engineer)
- Nassau County Fire Station 71 (Sr. Mechanical Engineer)



TOM NIELSEN, PE, LEED AP
ELECTRICAL ENGINEER
IMEG (FORMERLY MCVEIGH & MANGUM
ENGINEERING)
 9133 R.G. SKINNER PARKWAY, SUITE 1,
 JACKSONVILLE, FL

Role: Tom will handle all aspects of electrical system design, including lighting, power, fire alarm systems, and technology system support. His responsibilities will also involve preparing design documents for interior lighting, power distribution, telephone, and data raceway systems.

Education: Bachelor in Electrical Engineering, Georgia Institute of Technology

Licenses / Certifications: Engineer - FL No. 53492, AL, AR, CA, GA, KS, KY, MA, NV, NY, NC, OH, and SC. LEED AP

Total Years Experience: 40

Previous Experience on Similar Projects:

- St. Johns County Fire Station No. 5 and Sheriff's Office Command Center (Sr. Electrical Engineer)
- St. John's County Fire Station No. 9 (Sr. Electrical Engineer)
- Orange County Fire Station #57 (Sr. Electrical Engineer)
- Jacksonville Fire Station #64 (Sr. Electrical Engineer)
- Jacksonville Fire Station #65 (Sr. Electrical Engineer)
- Fort Myers Shore Fire Station (Sr. Electrical Engineer)
- Nassau County Fire Station 71 (Sr. Electrical Engineer)



CARRINGTON MCVEIGH, PE
STRUCTURAL ENGINEER
IMEG (FORMERLY MCVEIGH & MANGUM
ENGINEERING)
 9133 R.G. SKINNER PARKWAY, SUITE 1,
 JACKSONVILLE, FL

Role: Carrington will be responsible for all aspects of structural engineering, including analysis, design, investigation, inspection, construction document preparation, cost estimating, and oversight of structural related items.

Education: Masters in Civil Engineering, University of Virginia

Licenses / Certifications: Engineer - FL No. 30692, AL, GA, IN, LA, MD, MS, NC, OH, OK, SC, TX, and VA. LEED AP

Total Years Experience: 47+

Previous Experience on Similar Projects:

- St. Johns County Fire Station No. 5 and Sheriff's Office Command Center (Sr. Structural Engineer)
- St. Johns County Fire Station No. 19 (Sr. Structural Engineer)
- Elkton Combined Fire Station 11 & Sheriff's Office (Sr. Structural Engineer)
- Jacksonville COJ Fire Station 40 (Sr. Structural Engineer)
- Jacksonville COJ Fire Station 57 (Sr. Structural Engineer)
- Jacksonville COJ Fire Station 58 (Sr. Structural Engineer)
- Jacksonville Fire Station 64 (Sr. Structural Engineer)



ROB MATTHEWS III, PE
CIVIL ENGINEER
MATTHEWS | DCCM
 7 WALDO STREET, ST. AUGUSTINE, FL 32084

Role: Rob will be responsible for overseeing all site design activities. He will complete all civil engineering tasks. Specifically, he will prepare and coordinate all grading, drainage, and site utility aspects of the project. He will also coordinate the site permitting process of all governing boards needed.

Education: MS/BS Civil Engineering, Clemson University

Licenses / Certifications: Engineer FL No. PE58425

Total Years Experience: 24

Previous Experience on Similar Projects:

- St. Johns County Fire Station 11 & Sheriff's Southwest Operations Center (Principal-in-Charge)
- St. Johns County Sheriff's Office Maintenance Fleet (Principal-in-Charge)
- St. Johns County Fire Station 5 & Sheriff's South Regional Operations Center (Principal-in-Charge)
- St. Johns County Fire Station 17 Expansion (Principal-in-Charge)
- Volusia County Fire Station 22 Expansion (Principal-in-Charge)
- Nocatee Fire Station (Principal-in-Charge)
- Police Athletic League Sports Complex (Principal-in-Charge)



LARRY MCGONE, CST
SURVEYOR
MATTHEWS | DCCM
 7 WALDO STREET, ST. AUGUSTINE, FL 32084

Role: Larry will be the team's surveyor. He will perform survey work from the preliminary plat plan stage to the final-physical stage including planning and staking, topographical surveys, commercial layouts, and boundary surveys.

Education: AS Architecture & Building Technology, Daytona State College

Licenses / Certifications: CST Level 1 0730-8084

Total Years Experience: 6

Previous Experience on Similar Projects:

- Army Corps of Engineers St. Johns River Channel Dredging Study (Field Technician)
- Brevard County CCCL Resurvey (Land Survey Supervisor)
- Oslo Citrus Growers Associates Specific Purpose Survey (Land Survey Supervisor)
- Baseline County Park Resurvey (Jr. Party Chief)
- Buckey's Gas Station Major Site Plan (Field Technician)
- Florida State Parks Cross Florida Greenway Resurvey (Jr. Party Chief)
- Halifax Plantation Golf Course Drainage Study (Field Technician)



RAJESH CHINDALUR, PE, PTOE
TRAFFIC ENGINEER
CHINDALAR TRAFFIC SOLUTIONS
 8833 PERIMETER PARK BLVD, JACKSONVILLE, FL 32216

Role: Rajesh will serve as traffic engineer for this project. He will be responsible for all aspects of traffic engineering, including analysis, design, investigation, inspection, signalization, and oversight of traffic related items.

Education: Masters of Civil Engineering, University of Texas at Arlington

Licenses / Certifications: Engineer - FL No. 77285, TX, Traffic Operations Engineer No. 3566

Total Years Experience: 20+

Previous Experience on Similar Projects:

- Duval County Fire Station Preemption for Station 75 (Traffic Engineer)
- St. Johns County Woodlawn Road Safety Improvements (Traffic Engineer)
- Duval County New Berlin Road Widening (Traffic Engineer)
- Duval County Design Services for Shindler Drive Phase 2 (Traffic Engineer)



BRETT KUZOIAN, RLA
LANDSCAPE ARCHITECT
CASTLE BAY DESIGN STUDIO
 3000 N PONCE DE LEON BLVD, STE. C ST. AUGUSTINE, FL 32084

Role: Brett will serve as the landscape architect. Brett brings his experience, expertise, and knowledge of the local area to this project. He will work with the team on the coordination of landscape design, planting selection, and stormwater treatment plantings.

Education: Bachelor of Science, Environmental Horticulture / Minor in Landscape Architecture, University of Florida

Licenses / Certifications: Landscape Architect - FL No. 6667196

Total Years Experience: 16+

Previous Experience on Similar Projects:

- St. Johns County Fire Station No. 5 and Sheriff's Office Command Center (Landscape Architect)
- St. Johns County Fire Station No. 19 (Landscape Architect)
- SJC Fire Station 11 & Sheriff's Office SW Operations Center (Landscape Architect)
- Flagler County Sheriff's Office District II Complex (Landscape Architect)
- Mount Dora Fire Administration and Station No. 34 (Landscape Architect)
- Mount Dora Fire Station No. 35 (Landscape Architect)
- Mount Dora Fire Station No. 36 (Landscape Architect)



DAVID SPANGLER, PE
GEOTECHNICAL ENGINEER
ECS FLORIDA, LLC
 11554 DAVIS CREEK COURT
 JACKSONVILLE, FL 32256

Role: David will be responsible for the analysis and evaluation of soil conditions. He will also provide pavement recommendations for parking lot and entry road grading, as well as subsurface utility design.

Education: Bachelor of Civil Engineering, Florida State University

Licenses / Certifications: Engineer - FL No. PE58770

Total Years Experience: 26

Previous Experience on Similar Projects:

- St. Johns County Fire Station No. 11 and Sheriffs Southwest Operations Center (Geotechnical Engineer)
- St. Johns County Sheriff's Office Training Facility Phase 1 (Geotechnical Engineer)
- St. Johns County Public Works Complex (Geotechnical Engineer)
- St. Johns County Pavement Cores (Geotechnical Engineer)
- St. Johns County Public Works Facility (Geotechnical Engineer)
- SR 207 Water Main Extension (Geotechnical Engineer)
- Point Meadows Fire Station (Geotechnical Engineer)
- Clay County Fire Station No. 1 (Geotechnical Engineer)



JOE BRINSON, PWS
ENVIRONMENTAL CONSULTANT
ECS FLORIDA, LLC
 11554 DAVIS CREEK COURT
 JACKSONVILLE, FL 32256

Role: Joe will be responsible for environmental services for the project.

Education: Bachelor of Forest Resource Management / Forest Biometrics

Licenses / Certifications: Arborist - FL No. 6626A, Professional Wetlands Scientist - FL No. 3063

Total Years Experience: 26

Previous Experience on Similar Projects:

- 6733 103rd Street Property Tree Inventory (Senior Project Manager)
- Beachline Property RFP Tree Inventory (Senior Project Manager)
- Hermit Smith Road Property Wetland JD & Tree Inventory (Senior Project Manager)
- Lakewood Senior Housing - ECO DD+Tree Inventory (Senior Project Manager)
- Le Chalet Boulevard Property Protected Tree Inventory (Senior Project Manager)
- St. Augustine Brixmor Tree Inventory (Senior Project Manager)
- Bacardi Mitigation Parcel Prescribed Burn Plan Prep. (Senior Project Manager)



FLAGLER COUNTY SHERIFF'S OFFICE

RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

**ATTACHMENT "K"
LIST OF PROPOSED SUB-CONTRACTORS / SUB-CONSULTANTS / SUPPLIERS**

Respondent shall submit any and all sub-contractors, sub-consultants, 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/sub-consultant/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/sub-consultants/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services
Architects Design Group	Architecture	Ian Reeves, AIA	(407) 647-1706 marketing@adgusa.org	62% of A/E Services
TLC Engineering Solutions	Security / Technology	Taw North, RCDD, LEED AP	(407) 487-1413 taw.north@tlc-eng.com	1% of A/E Services
Matthews DCCM	Civil Engineering + Surveying	Rob Matthews III, PE	(904) 826.1334 Rob@MDGinc.com	4% of A/E Services
IMEG	MEP + Structural Engineering	Tim Owen	(904) 483-5200 Tim.W.Owen@imegcorp.com	31% of A/E Services
Castle Bay Design Studios	Landscape Architecture	S. Brett Kuzoian, RLA	(386) 747-1370 brett@castlebaydesignstudio.com	1% of A/E Services
ECS Florida, LLC	Geotechnical Engineering + Environmental	David Spangler, PE	(904) 880-0960 dspangler@ecslimited.com	.5% of A/E Services
Chindular Traffic Solutions	Traffic Engineering	Rajesh Chindalur	(904) 619-3368 chindalur@ctrafficsolutions.com	.5% of A/E Services

LICENSES & CERTIFICATIONS

DIMARE CONSTRUCTION

Ben DeSantis, Governor
Edith S. Giffy, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

DIMARE WILLIAM F
DIMARE CONSTRUCTION COMPANY
7525 STATE ROAD 16
ST ALBANS, FL 32084-4492

LICENSE NUMBER: C0208316
EXPIRATION DATE: AUGUST 31, 2024
Always verify license online at MyFloridaLicense.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.

State of Florida
Department of State

I certify from the records of this office that DIMARE CONSTRUCTION CO. is a corporation organized under the laws of the State of Florida, filed on September 10, 1981.

The document number of this corporation is F98094.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 19, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the 10th day of June, 2014.

Ken DeFuria
Secretary of State

Tracking Number: C52088904
To authenticate this certificate, the following data enter this number, and then follow the instructions displayed.
<https://www.sos.state.fl.us/Forms/CertificateOfStatus/CertificateOfStatus.html>

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT ALTER THE COVERAGE PROVIDED BY THE POLICY. THIS CERTIFICATE DOES NOT REPRESENT OR CONSTITUTE A CONTRACT BETWEEN THE INSURED AND THE POLICY PRODUCER. THE CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURED AND THE POLICY PRODUCER. THE CERTIFICATE OF LIABILITY INSURANCE DOES NOT ALTER THE COVERAGE PROVIDED BY THE POLICY. THIS CERTIFICATE DOES NOT ALTER THE COVERAGE PROVIDED BY THE POLICY. THIS CERTIFICATE DOES NOT ALTER THE COVERAGE PROVIDED BY THE POLICY.

ACORD 2010 (01/08)

ARCHITECTS DESIGN GROUP

Ben DeSantis, Governor
Edith S. Giffy, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECTS DESIGN GROUP UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

REEVES, IAN ALEXANDER
IAN ALEXANDER REEVES ARCHITECTS
1000 W. UNIVERSITY AVENUE
SUITE 100
GAINESVILLE, FL 32609

LICENSE NUMBER: AB04944
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify license online at MyFloridaLicense.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.

State of Florida
Department of State

I certify from the records of this office that ARCHITECTS DESIGN GROUP / ADO, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 6, 2023, effective April 10, 1974.

The document number of this limited liability company is L133600240167.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the 10th day of January, 2024.

Ken DeFuria
Secretary of State

Tracking Number: L133600240167
To authenticate this certificate, the following data enter this number, and then follow the instructions displayed.
<https://www.sos.state.fl.us/Forms/CertificateOfStatus/CertificateOfStatus.html>

ACORD CERTIFICATE OF LIABILITY INSURANCE

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ACORD 2010 (01/08)

Ben DeSantis, Governor
Edith S. Giffy, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECTS DESIGN GROUP UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

GERWICK, TAMM M
TAMM M GERWICK ARCHITECTS
1000 W. UNIVERSITY AVENUE
SUITE 100
GAINESVILLE, FL 32609

LICENSE NUMBER: AB10065
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify license online at MyFloridaLicense.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.

LICENSES & CERTIFICATIONS

TLC ENGINEERING SOLUTIONS

Building Industry Consulting Service International
 THE PROFESSIONAL DISTRIBUTION OF
REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
 IS AWARDED TO
Taw North
 by BICI in recognition of having satisfactorily completed BICI's registration and examination requirements.

Registration Number: 022661
 Registration Start Date: 12-01-2023
 Registration End Date: 12-01-2025

GREEN BUILDING CERTIFICATION INSTITUTE
 MEMBER CERTIFIED 2024

Taw North

LEED® ACCREDITED PROFESSIONAL

State of Florida
Department of State

I certify from the records of this office that **TLC ENGINEERING SOLUTIONS, INC.** is a corporation organized under the laws of the State of Florida, filed on December 31, 1968.

The document number of this corporation is 329497.

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

I further certify that said corporation has not filed Articles of Dissolution.

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

[Signature]
 Secretary of State

Tracking Number: 2248882620

To authenticate this certificate, visit the following site under this number, and then follow the instructions displayed:
<https://www.dos.state.fl.us/Pages/CertificateVerification/CertificateAuthentication.aspx>

MATTHEWS | DCCM

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MATTHEWS, ROB A. III
 LICENSE NUMBER: PD2423
 EXPIRATION DATE: FEBRUARY 28, 2025
 Always verify license status at <http://floridalicense.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.

CERTIFIED SURVEY TECHNICIAN
Larry McGone

through knowledge, experience and testing has met the requirements established by the Certified Survey Technician Board.

NSPS
 Level 1 Entry
 August 3, 2023
 0725-0096
CST

State of Florida
Department of State

I certify from the records of this office that **MATTHEWS DESIGN GROUP, LLC** is a limited liability company organized under the laws of the State of Florida, filed on September 30, 2022.

The document number of this limited liability company is L23000434179.

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

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

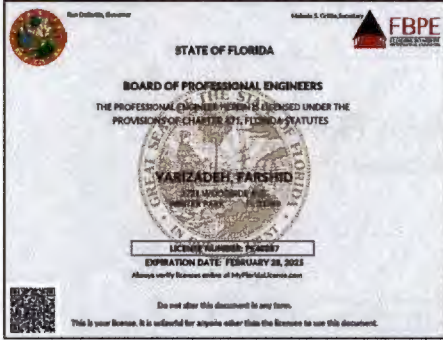
[Signature]
 Secretary of State

Tracking Number: 2247752523

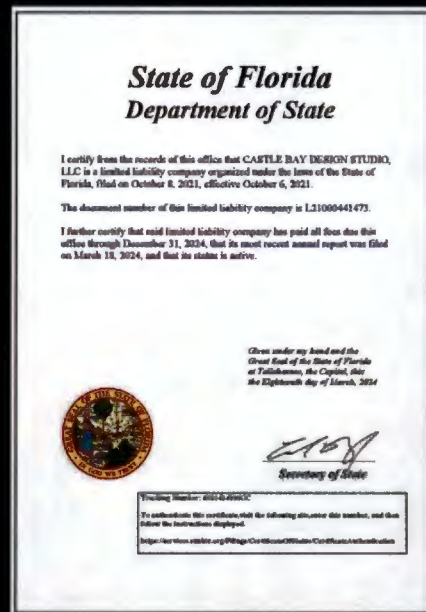
To authenticate this certificate, visit the following site under this number, and then follow the instructions displayed:
<https://www.dos.state.fl.us/Pages/CertificateVerification/CertificateAuthentication.aspx>

LICENSES & CERTIFICATIONS

IMEG (FORMERLY MCVEIGH & MANGUM ENGINEERING)



CASTLE BAY DESIGN STUDIOS

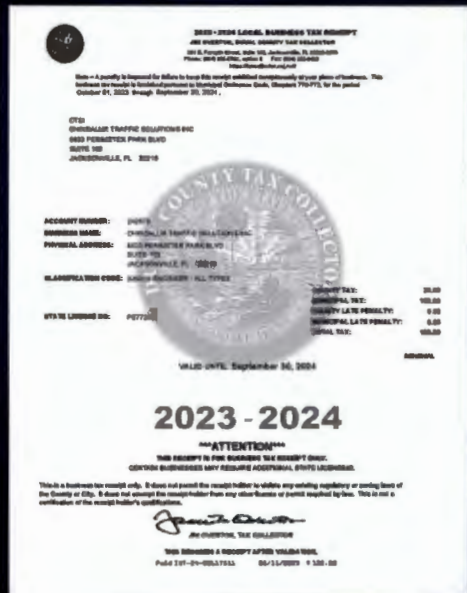
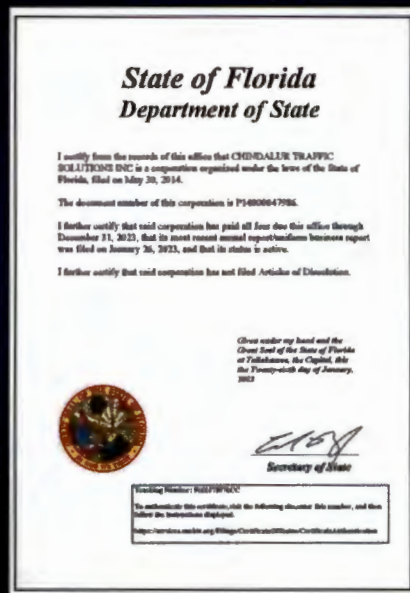


LICENSES & CERTIFICATIONS

ECS FLORIDA, LLC



CHINDULAR TRAFFIC SOLUTIONS



RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

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, permitting, and construction of Silverleaf Fire Station #23 and Sheriff's Operation Center.

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")

DiMare Construction Co

(Respondent Firm)

By *W. Frank DiMare*
(Affiant Signature)

W. Frank DiMare, President

(Printed Name & Title)

3/20/24
Date of Signature

STATE OF Florida

COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of March, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Frances E Murray
Notary Public
My Commission Expires: 05/06/2025



RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

**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 X 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.

None

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

None

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.

None

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

Yes _____ No X 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 X No _____
If no, please explain why?

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

No Construction Claims

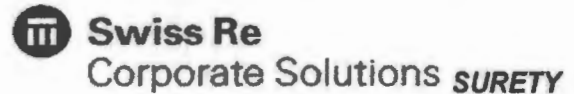
Liquidated Damages

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

Airport Authority charged liquidated damages due to delays on hangar during COVID crisis

(Use additional or supplemental pages as needed)

BONDING CAPACITY



SwissRe Corporate Solutions America Insurance Company

March 21, 2024

RE: DiMare Construction Company
RFQ 1710-0-2024/DF
Design-Build Services for Silverleaf Fire Station #23 and Sheriff's Operations Center

SwissRe Corporate Solutions America Insurance Company (SRCSAIC) is rated A+, XV by A.M. Best, with a Treasury Listing of \$139,636,000. SRCSAIC is licensed in all 50 states.

We have provided bonds to DiMare Construction Company for over 10 years. We support single projects in excess of \$25,000,000 with an aggregate program in excess of \$45,000,000.

We hold the management team in very high regard and consider the company to be one of the premier contractors in Florida. It has been a pleasure to work with such a professional and reputable company. We look forward to providing for their surety needs for many, many years to come.

This letter is not a commitment to provide any bonds. All bonds will be subject to normal underwriting at the time a bond is requested. This includes, but is not limited to, review of contract terms, bond form, and project financing. Neither the insurance agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any question, please feel free to call.

Sincerely:

A handwritten signature in black ink, appearing to read "Tom Finn".

Thomas Finn
Maitland, FL
Attorney in Fact
Vice President
407-810-0709

TAB 3 / RELATED EXPERIENCE



ORLANDO POLICE HEADQUARTERS



Owner / Agency: St. Johns County

Point of Contact: Phyllis Thorpe | Project Manager | (904) 209-0193 | pthorpe@sjcfl.us

Project Award / Completion Date: May 2015 | June 2019

Designed by ADG and constructed by DiMare, this complex co-locates Fire Station No. 5 and the Sheriff's Office South Regional Command Center into a 25,222-SF, single-story structure. A north entry is provided for the public, along with fire apparatus and sheriff vehicles. Fire Station No. 5 includes four apparatus bays, a training room, physical agility / training tower, an exterior break area, and covered storage on-site. General facility functions such as, kitchen, dining, dormitory, locker rooms, and equipment, utility, and support spaces are also included. The command center also has general facility functions, such as witness / victims contact room, conference, office support areas, interview rooms, and employee restrooms and showers.



Owner / Agency: St. Johns County

Point of Contact: Phyllis Thorpe | Project Manager | (904) 209-0193 | pthorpe@sjcfl.us

Project Award / Completion Date: July 2015 | March 2020

Designed by ADG and constructed by DiMare, this project included a 8,882-SF, single-story fire station designed to resist wind speeds and pressures of 142 MPH, as well as enhanced debris impact resistance. The building's program includes: three apparatus bays and associated support spaces that are required for day to day functionality.



Owner / Agency: St. Johns County

Point of Contact: Phyllis Thorpe | Project Manager | (904) 209-0193 | pthorpe@sjcfl.us

Project Award / Completion Date: December 2021 | Est 2024

Designed by ADG and currently being constructed by DiMare, this 12,996-SF, single-story structure utilizes approximately 2.32 acres of an overall 17.1-acre site. Fire Station No. 11 will include three apparatus bays and general facility functions such as a kitchen, dining, dormitory, report writing / radio room, and other equipment/utility/support spaces vital to the functionality of the station. Additionally, the Sheriff's Office Southwest Operations Center includes regional and command staff along with their support officers and staff. The Sheriff's Operations Center also has general facility functions such as a conference room, office support areas, an interview room, and employee showers.





ST. JOHNS COUNTY PUBLIC WORKS FACILITIES



Owner / Agency: St. Johns County

Point of Contact: Bill Freeman | Former CIP Program Manager | (386) 965-0644 | Bill@coastal-engineer.com

Project Award / Completion Date: October 2016 | April 2018

New 24,000 SF office and 25,000 SF maintenance buildings with site work. Features concrete, masonry, bar joists, metal decking, pre-engineered steel structure, stucco, metal, and membrane roofing.



FLAGLER COLLEGE POLLARD HALL



Owner / Agency: Flagler College

Point of Contact: Joe Bruce | Executive Director of Facilities | (904) 826-8708 | JBruce@flagler.edu

Project Award / Completion Date: August 2013 | August 2014

New classroom complex with three two-story buildings connected by a one-story common area. It houses nine classrooms, five offices, a TV studio, common areas, and two courtyards.



BRIGHTON DAY ACADEMY



Owner / Agency: Crowned Hart Preschools, Inc.

Point of Contact: Don Sutton | Owner | (904) 810-1986 | don@crownedhartpreschools.com

Project Award / Completion Date: March 2018 | November 2019

New pre-K academy featuring 16 classrooms, offices, dining hall, playground, and related site development. Constructed with concrete foundation, CMU walls, structural steel, stucco veneer, pre-engineered wood trusses, and shingle roofing.



PARKVIEW CHURCH



Owner / Agency: Parkview Church

Point of Contact: Barry Peters | Pastor of Operations | (386) 445-5440 | barry@parkviewlife.com

Project Award / Completion Date: August 2022 | March 2024

New two-story worship center with classrooms, offices, auditorium, and associated sitework, constructed using concrete foundation/columns/beams, CMU walls, steel bar joists, metal decking, stucco, cementitious wood paneling, and TPO roofing.



MULTIPLE ORLANDO FIRE STATIONS



Owner / Agency: City of Orlando

Point of Contact: Ian Davis | Executive Deputy Fire Chief | (407) 246-3888 | Ian.Davis@cityoforlando.net

Project Award / Completion Date: September 2017 | Ongoing

ADG is designing multiple fire stations, including Fire Station No. 9 for Orlando Fire Department, with shared layouts, safety measures, and sustainability like solar panels for LEED Net-Zero status.



NAPLES FIRE ADMINISTRATION & STATION NO. 1 / EOC



Owner / Agency: City of Naples

Point of Contact: Rony Joel, PE | Project Manager | (239) 394-1697 | 2ronyjoel@comcast.net

Project Award / Completion Date: May 2015 | May 2019

This project involved a 22,600-SF, two-story station that housed NFD admin, Station No. 1, EMS, EOC, three-apparatus bays, support spaces, battalion chief office, bunk room, and locker room.



FLAGLER COUNTY SHERIFF'S COMPLEX



Owner / Agency: Flagler County

Point of Contact: Rick Staly | Sheriff | (386) 586-4891 | rstaly@flaglersheriff.com

Project Award / Completion Date: January 2020 | December 2022

The 51,615 SF Flagler County Sheriff's Complex features a two-story law enforcement facility with an entry plaza, adaptable training room, and compliant administrative, evidence, and utility spaces.



BOYNTON BEACH FIRE ADMIN & STATION NO. 1



Owner / Agency: City of Boynton Beach

Point of Contact: Colin Groff | Assistant City Manager | (561) 742-6401 | GroffC@bbfl.us

Project Award / Completion Date: September 2017 | July 2020

The Boynton Beach Fire HQ and Station No. 1 is a community-oriented two-story building with three L-shaped apparatus bays, featuring a staff-safe design with decontamination area.



WELLS PUBLIC SAFETY FACILITY

Owner / Agency: Town of Wells

Point of Contact: Jo-Ann Putnam | Chief of Police | (207) 646-9354 | jputnam@wellstown.org

Project Award / Completion Date: August 2015 | September 2019

The 50,557-SF public safety facility houses police, fire, and ambulatory services, featuring fortified entrances, advanced evidence processing, a comprehensive dispatch center, and self-sustaining amenities.



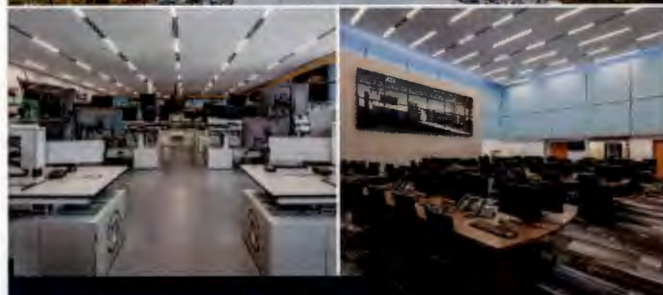
FLOROSA FIRE STATION NO. 5

Owner / Agency: Florosa Fire Control District

Point of Contact: Mark Lee | Chief of Department | (850) 581-2900 | chieflee@florosafd.org

Project Award / Completion Date: June 2017 | March 2023

The 17,300-SF fire department facility includes administrative and crew areas, equipment spaces, a multipurpose room doubling as an emergency operations center, and a three-story training tower.



HORRY COUNTY EOC & 911 CENTER

Owner / Agency: Horry County

Point of Contact: Randall Webster | Assistant County Administrator | (843) 915-5150 | websterr@horrycounty.org

Project Award / Completion Date: January 2018 | August 2022

This facility merges Horry County's emergency services, prioritizing efficiency, resilience, and safety with features like a ballistic lobby and off-grid capability. Inside, the EOC boasts advanced technology for situational awareness, while design elements maximize natural light and departmental collaboration.



WASHINGTON COUNTY EOC & 911 CENTER

Owner / Agency: Washington County Support Services

Point of Contact: David Johnson | Capital Improvements Project Manager | (971) 470-8033 | david_johnson@co.washington.or.us

Project Award / Completion Date: December 2017 | March 2023

The 26,633-SF building houses administration, 911 operations, training, and logistics for county emergency services, featuring upgraded radio communications and resilient design on a 6-acre site with parking and renewable energy.





DESIGN-BUILD EXPERIENCE

- Boynton Beach, FL Police Headquarters
- Boynton Beach, FL Fire Station No. 1
- Orlando, FL Police Crime Lab Renovation
- Orlando, FL Police Department Firing Range
- Orlando, FL Police Department Metrowest Substation
- Orlando, FL Police Department Headquarters
- Orlando, FL Fire Station No. 6,9, and 11
- St. Charles, MO EOC and 911 Center
- St. Charles, MO PD Expansion
- St. Charles, MO Fleet Maintenance Facility
- Tampa, FL Police Evidence and Impound Facility



DESIGN-BUILD CRITERIA PACKAGES

- Cocoa Beach, FL Fire Station No. 51
- Hillsborough County, FL Public Safety Operations and Training Facility
- Martin County, FL Public Safety Facility
- North Port, FL Fleet Maintenance Facility
- Pembroke Pines, FL Police Department
- Rockledge, FL Police Department
- Seminole County, FL Juvenile Justice Center

TAB 4 / QUALIFICATION STATEMENT



HORRY COUNTY EOC & 911 CENTER

QUALIFICATIONS STATEMENT

WHY US?

Our team has delivered three public safety projects for St. John's County together and has a deep understanding of St. Johns County's operations and facility requirements.



ST. JOHNS COUNTY FIRE STATION NO. 5 & SHERIFF'S COMMAND CENTER



ST. JOHNS COUNTY FIRE STATION NO. 19



ST. JOHNS COUNTY FIRE STATION NO. 11 & SHERIFFS SOUTHWEST OPERATIONS CENTER

Local Proximity

We live, work, and call St. Johns County our home. DiMare Construction will lead the project by proving strong project management with the entire A/E team throughout the duration of the project, from our headquarters located merely 9 miles from the project site. We have worked in the St. Johns County area for over 40 years and have established relationships with many qualified local engineers who have successfully completed municipal projects with DiMare.

We have enlisted a team of highly specialized subconsultants. This teaming approach ensures the entire design team understands local codes, the unique requirements of this specialized project type, the necessary components to ensure safe and efficient daily operations, and how to incorporate these components into the new fire station and sheriff's operation center to provide long-term value to the community. The map to the right shows the distance of all local A/E subs relative to the project site. It is important to note that all of our specialty subconsultants like ADG and TLC have designed multiple public safety projects in St. Johns County and are familiar with our local conditions as well.



Competitive Pricing

DiMare Construction has a competitive bid history and bid tabs can be provided upon request.

TAB 5 / ADMINISTRATIVE INFORMATION



FLOROSA FIRE STATION NO. 5

ATTACHMENT "C"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF DiMare Construction Co (Respondent) being of lawful age and being duly sworn I, W. Frank DiMare (Affiant) as 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 20th OF MARCH, 2024.

W. Frank DiMare, PRES.
Signature of Affiant

STATE OF Florida

COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of March, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Frances E Murray
Notary Public
My Commission Expires: 05/06/2025



RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

ATTACHMENT "D"
AFFIDAVIT

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

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

The undersigned authority, W. Frank DiMare (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of DiMare Construction Co (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for RFQ NO. 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER.

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.

DiMare Construction Co
(Respondent Firm)

By [Signature]
(Affiant Signature)

W. Frank DiMare, PRES
(Printed Name & Title)

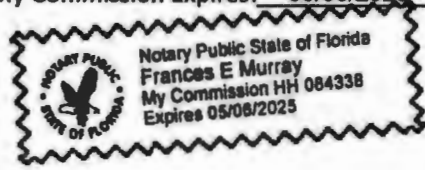
3/20/24
Date of Signature

STATE OF Florida

COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of March, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 05/06/2025



RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

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

Project (RFQ) Number/Description: RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER.

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: DiMare Construction Co

Authorized Representative(s):  W. Frank DiMare, President
Signature Print Name/Title

Signature Print Name/Title

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

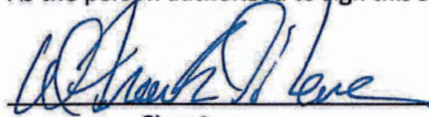
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

DiMare Construction 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

3/20/24

Date

RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

ATTACHMENT "G"

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

I, W. Frank DiMare ("Affiant"), being duly authorized by and on behalf of DiMare Construction Co ("Bidder") hereby swears or affirms as follows:

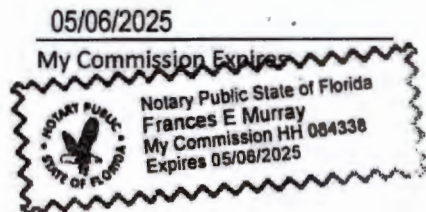
1. The principal business address of Bidder is: 3545 US 1 South, St Augustine FL 32086
2. I am duly authorized as President (Title) of Bidder.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

[Signature]
 Signature of Affiant
DiMare Construction Co
 Full Legal Name of Bidder

W. Frank DiMare, President
 Printed Name & Title of Affiant
5/20/24
 Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30 day of March, 2024 by Affiant, who is personally known to me or has produced _____ as identification.

[Signature]
 Notary Public



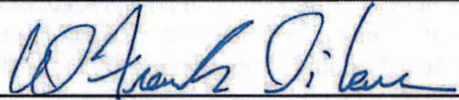
ATTACHMENT "H"
NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s) of Respondent:

NAME (print): W. Frank DiMare

SIGNATURE: 

TITLE: President

DATE: 3/20/24

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DiMare Construction Co

RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

I, W. Frank DiMare ("Affiant"), being duly authorized by and on behalf of DiMare Construction 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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER ("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 20th day of MARCH, 2024

W. Frank DiMare

Signature of Affiant

W. Frank DiMare, President

Printed Name & Title of Affiant

DiMare Construction Co

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of March 20 24, by (insert name and title of Affiant), who is personally known to me or has produced _____ as identification.

Frances E Murray

Notary Public

My Commission Expires: 05/06/2025



ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Orange

I, Ian Reeves, AIA ("Affiant"), being duly authorized by and on behalf of Architects Design Group ("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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER** ("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 1st day of April, 2024.



Signature of Affiant


Ian Reeves, AIA | President

Printed Name & Title of Affiant

Architects Design Group / ADG, LLC

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 1st day of April, 2024, by {*insert name and title of Affiant*}, who is personally known to me or has produced _____ as identification.



Notary Public
My Commission Expires: January 1st, 2027



ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Orange

I, Taw D. North ("Affiant"), being duly authorized by and on behalf of TLC Engineering Solutions, 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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER ("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.

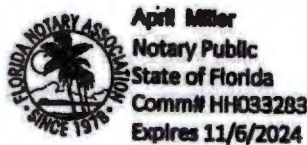
DATED this Twentieth day of March, 2024.

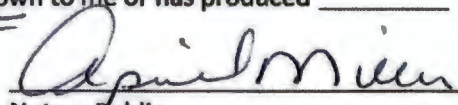

Signature of Affiant

Taw D. North, Principal
Printed Name & Title of Affiant

TLC Engineering Solutions, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20th day of March, 2024, by Taw D. North, who is personally known to me or has produced _____ as identification.




Notary Public
My Commission Expires: 3/20/2024

RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

ATTACHMENT "1"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

I, Rob A. Matthews III, PE ("Affiant"), being duly authorized by and on behalf of Matthews | DCCM ("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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER ("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 16 day of March, 2024.

Rob A. Matthews III
Signature of Affiant

Rob A. Matthews III, PE, CEO/President
Printed Name & Title of Affiant

Matthews Design Group, LLC dba Matthews | DCCM
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16 day of March 2024, by Rob Matthews (insert name and title of Affiant), who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 8/18/24

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF Illinois
COUNTY OF Rock Island

I, Stephanie Patrick ("Affiant"), being duly authorized by and on behalf of IMEG Consultants Corp. ("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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER ("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 19th day of March, 2024.

Stephanie L. Patrick
Signature of Affiant

Stephanie Patrick, H.R. Assistant
Printed Name & Title of Affiant

IMEG Consultants Corp.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of March, 2024 by (insert name and title of Affiant), who is personally known to me or has produced DL as identification.

[Signature]
Notary Public
My Commission Expires: 8-25-24



ATTACHMENT "1"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

I, S. Brett Kuzoian, RLA, Principal ("Affiant"), being duly authorized by and on behalf of Castle Bay Design Studio, LLC ("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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER ("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 14th day of March, 2024.

[Signature]
Signature of Affiant

S. Brett Kuzoian, RLA, Principal
Printed Name & Title of Affiant

Castle Bay Design Studio, LLC
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of March, 2024, by {S. Brett Kuzoian, RLA, Principal}, who is personally known to me or has produced FL DC K250780823450 as identification.
6/9/24

[Signature]
Notary Public Jessica Tryon
My Commission Expires: 10.8.25



RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

ATTACHMENT "1"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Duval

I, Rajesh Chindalur ("Affiant"), being duly authorized by and on behalf of Chindalur Traffic Solutions, 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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER ("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 20th day of March, 2024.

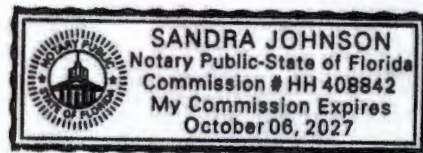
Signature of Affiant

Rajesh Chindalur

Printed Name & Title of Affiant

Rajesh Ramn K Chindalur

Full Legal Name of Respondent



Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20th day of March, 2024, by {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Sandra Johnson
Notary Public
My Commission Expires: 10/06/2027

RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

**ATTACHMENT "J"
EQUAL OPPORTUNITY REPORT STATEMENT**

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

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

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary

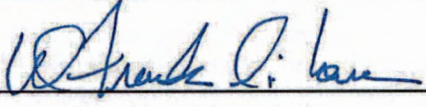
of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): W. Frank DiMare

SIGNATURE: 



TITLE: President

NAME OF FIRM: DiMare Construction Co

DATE: 3 / 20 / 24

**ATTACHMENT "L"
ACKNOWLEDGEMENT OF ADDENDA**

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF OFFEROR'S AGENT	TITLE OF OFFEROR'S AGENT	SIGNATURE OF OFFEROR'S AGENT
1	3/12/24	Keith Brown	Vice President	
2	3/18/24	Keith Brown	Vice President	

SEALED RFQ MAILING LABEL

**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 #:	RFQ 1710
RFQ TITLE:	DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER
DUE DATE/TIME:	Thursday, April 4, 2024 No Later Than 4:00 P.M. EDST
SUBMITTED BY:	DiMare Construction Co
	Company Name 3545 US 1 South
	Company Address St. Augustine, FL 32086
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT



**Board of County Commissioners
St. Johns County, Florida**

**REQUEST FOR QUALIFICATIONS
RFQ NO: 1710**

**DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23
AND SHERIFF'S OPERATION CENTER**

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

FINAL: 02/26/2024

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- PART I: GENERAL TERMS AND CONDITIONS**
- PART II: SCOPE OF SERVICES**
- PART III: SUBMITTAL INSTRUCTIONS & FORMAT**
- PART IV: EVALUATION AND AWARD**
- PART V: CONTRACT REQUIREMENTS**
- PART VI: ATTACHMENTS**

EXHIBITS (*SEPARATE DOCUMENTS*)

DESIGN CRITERIA PACKAGE (DCP) DOCUMENTS:

- EXHIBIT A – SCOPE OF WORK**
- EXHIBIT B – 30% CIVIL DESIGN SET (DECEMBER 2023)**
- EXHIBIT C – DRAWINGS FROM SJC FIRE STATION #5 EXCLUDING CIVIL (DECEMBER 20, 2017)**
- EXHIBIT D – TECHNICAL SPECIFICATIONS FROM SJC FIRE STATION #5 (DECEMBER 20, 2017)**
- EXHIBIT E – PRELIMINARY GEOTECHNICAL ENGINEERING REPORT (REVISED FEBRUARY 9, 2024)**
- EXHIBIT F – TOPOGRAPHICAL AND BOUNDARY SURVEY (NOVEMBER 17, 2023)**
- EXHIBIT G – SITE FEASIBILITY STUDY (OCTOBER 17, 2023)**
- EXHIBIT H – PHASE I ENVIRONMENTAL SITE ASSESSMENT (NOVEMBER 17, 2023)**
- EXHIBIT I – CLEARING & ROUGH GRADING SITE PERMIT SET (FEBRUARY 2024)**
- EXHIBIT J – TEMPORARY ACCESS EASEMENT**
- EXHIBIT K – SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY (FEBRUARY 1, 2021)**

RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

PART I: General Terms & Conditions

A. DEFINITIONS

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

B. PURPOSE & INTENT

The purpose of this RFQ is to solicit Qualifications from Respondents who are licensed to perform Design-Build Services in the State of Florida, in accordance with Florida Statute § 287.055, in order to provide Design-Build services for the construction of a new 4-bay fire station/sheriff's office, to be known as St. Johns County Fire Station 23 and Sheriff's Operation Center, in the Silverleaf Village development, in St. Johns County, Florida.

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

C. SUBMITTAL DEADLINE & LOCATION

Qualification Packages 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, April 4, 2024** submittal deadline. Any packages received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Submittal Location: 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 Qualification Packages to the County. Any Qualification Packages that are not delivered to the SJC Purchasing Department, by the deadline above, shall not be considered, even if the Qualification Package is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Qualification Packages that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

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

D. DESIGNATED POINT OF CONTACT

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

Designated Point of Contact: Diana M. Fye, BAS, NIGP-CPP, CPPB, Sr. Procurement Coordinator
 SJC Purchasing Department
 500 San Sebastian View
 St. Augustine, FL 32084
 Email: dfye@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days during the solicitation process, questions or inquiries may be directed to 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. NON-MANDATORY PRE-QUALIFICATIONS MEETING

A Non-Mandatory Pre-Qualifications Meeting held on **Thursday, March 7, 2024, at 9:30 AM. EST**, in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, 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.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions or inquiries related to this RFQ, shall be directed in writing to the Designated Point of Contact as provided above, by or before **four o'clock (4:00 PM EDST) on Thursday, March 21, 2024**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for Qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

H. TENTATIVE SCHEDULE OF EVENTS

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

Broadcast of RFQ	February 28, 2024
Deadline for Questions	March 21, 2024
Issuance of Final Addendum	March 28, 2024
Submittal Deadline for Qualifications	April 4, 2024
Evaluation Meeting	April 18, 2024
Shortlist Technical Proposal Presentations & Evaluation	May 9, 2024
Presentation of Negotiated Contract to SJC BOCC	July 16, 2024
Execution of Design Build Contract	10 days from BOCC approval
Submittal of Final Design & GMP Proposal	90-120 days from Contract
Negotiation of Secondary Agreement for Project Completion	30-60 days
BOCC Approval of Secondary Agreement	30 days
Execution of Secondary Agreement	10 days
Bonds & Notice to Proceed	10 days

I. ADDENDA

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

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

Each Respondent shall acknowledge all issued Addenda in the submitted Qualifications by including **Attachment "L"** in the submitted Qualification Package.

J. SOLICITATION POSTPONEMENT/CANCELLATION

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

K. RIGHT TO REJECT/ACCEPT

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

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

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

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

M. LOCAL PREFERENCE

While the St. Johns County Purchasing Policy includes a Local Preference Policy, there is a potential that the work issued under this solicitation may be funded through State resources, which may prohibit the use of local preference in the consideration for award. As such, the County is waiving the application of the Local Preference Policy, in accordance with Section 16.3.1 of the SJC Purchasing Policy. Local Preference shall not be applicable for this project.

N. SUB-CONTRACTORS/SUB-CONSULTANTS

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)/Sub-Consultant(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)/Sub-Consultant(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/Sun-Consultant. The Respondent may then submit an alternate Sub-Contractor/Sub-Consultant 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/Sub-Consultant 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/Sub-Consultants only perform the Services for which they were proposed and accepted by the County, and Respondent must not change the Sub-Contractor(s)/Sub-Consultant(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)/Sun-Consultant(s) and such sub-contracts shall not relieve the awarded Respondent of any obligations or responsibilities stated in the awarded Contract.

O. EQUAL EMPLOYMENT OPPORTUNITY

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

P. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

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

1. Design-Build Firm shall require each subconsultant and subcontractor to provide Design-Build Firm with an affidavit stating that the subconsultant or subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Design-Build Firm, or any subconsultant or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.
4. 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.

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

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

R. COMPLIANCE WITH FLORIDA STATUTE 287.138

1. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County’s continued compliance with the statute.
2. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

PART II: SCOPE OF WORK

A. PROJECT DESCRIPTION

The scope of work for this project shall include the design, permitting, and construction of a new 4-bay fire station/sheriff’s office, to be known as St. Johns County Fire Station 23 and Sheriff’s Operation Center, in the Silverleaf Village development, on a 4.57-acre portion of the parcel identified as PIN #0269200000. The successful completion of this project will provide the area with an approximately 23,000 square foot (sf) main building and an approximately 1,700 square foot (sf) training tower. The approximate break-down of the square footage shall be: 7,298 sf for the fire station apparatus bay, 8,197 sf for the sheriff’s offices, 7,445 sf for the fire station living area, and 1,712 sf for the training tower. A 3,000 – 5,000 sf backup Communications Center could possibly be added to the project scope, contingent upon funding. Site shall be designed for potential future expansion.

The complete Design and Construction Criteria sets forth requirements regarding survey, design, and construction requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and environmental permitting agencies, and the public.

The Design-Build Firm 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.

Estimated Budget: \$18,000,000. This is a State Appropriation request. If the full amount is awarded, the Communications Center will be included in the project scope.

B. CONTRACT DURATION:

The County has established a Contract Duration of **seven hundred twenty-eight (728) consecutive calendar days for the subject project:** Phase I – three hundred thirty-four (334) consecutive calendar days for design and permitting, Phase 2 – three hundred forty-nine (349) consecutive calendar days for Substantial Completion of construction, fifteen (15) days from Substantial Completion to Final Completion, and thirty (30) consecutive calendar days for project/permit close-out. The Design-Build Firm shall develop a project schedule that does not exceed the County’s maximum contract duration of seven hundred twenty-eight (728) consecutive calendar days.

C. PROJECT SCOPE AND REQUIREMENTS

The Design-Build Firm shall provide all engineering, materials, labor, equipment, supervision, and everything required to provide a complete project, maintaining the project scope, schedule, and budget agreed upon in the design-build contract.

The Design-Build Firm shall be responsible for all site evaluation and analysis; programming; community engagement; complete design; all permitting, including, but not limited to agency, utility, and building permitting; construction, including all materials, labor, and supervision; and project and permit close-out.

The Design-Build Firm representatives shall meet with the County Project Manager at a minimum of bi-weekly, or as requested by the County Project Manager, during design, to update the progression of the design and permitting, and compliance with schedule/budget.

Prior to submitting permit applications, the Design-Build Firm shall obtain County Project Manager approval of all applications, including associated drawings and supporting documents.

The Design-Build Firm shall keep the County Project Manager apprised of any and all changes made to the design/plans during the permitting process. The Design-Build Firm shall also obtain County Project Manager approval of any changes that may be proposed during materials procurement and/or construction.

The Design Criteria Package consists of the following Exhibits:

- Exhibit B - 30% Civil Design Set provided by Passero Associates, LLC, (December 2023)
- Exhibit C – Drawings from SJC Fire Station 5 (December 20, 2017), provided to convey the design intent and similar programming for this project; and
- Exhibit D – Technical Specifications from SJC Fire Station 5 (December 20, 2017), to convey the expected level of product quality for this project.
- Exhibit E – Preliminary Geotechnical Engineering Report provided by ECS Florida, LLC (Revised February 9, 2024).
- Exhibit F – Topographical and Boundary Survey of the subject parcel, provided by WGI, Inc. (November 17, 2023).
- Exhibit G – Site Feasibility Study provided by Passero Associates, LLC (October 17, 2023).
- Exhibit H – Phase I Environmental Site Assessment provided by Kimley-Horn and Associates, Inc. (November 17, 2023).
- Exhibit I – Clearing & Rough Grading Site Permit Set provided by Passero Associates, LLC (February 2024).
- Exhibit J – Temporary Access Easement that runs through the subject property for Nextower Development Group, II, LLC. This easement shall be modified as needed by the design/build team during the Fire Station 23 design process.
- Exhibit K – Sketch and Legal Description of the subject property, prepared by ETM Surveying & Mapping, Inc. (February 1, 2021).

The Design-Build Firm shall be responsible for obtaining any additional survey work, site evaluation, wetland identification, geotechnical investigations, and any other information that may be needed in order for them to complete the project.

D. PHASE 1 –DESIGN SERVICES

1. Pre-Design Work

The Design-Build Firm will be responsible for site evaluation and analysis and providing County-approved solutions for any and all site challenges identified. Site evaluation and analysis shall include, but not limited to, the following: assess existing site conditions; access issues, easements, and encroachment issues; conduct surveys of existing site infrastructure, topography, and tree inventory; identify endangered wildlife and necessary mitigation; determine if site falls within an overlay district and consider neighborhood aesthetics; determine zoning needs, drainage/retention requirements, and availability of utilities; and, provide all necessary geotechnical investigations and conduct fire flow tests.

2. Design Services

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

3. Programming

The Design-Build Firm will be responsible to conduct and document regular meetings with stakeholders to determine facility/site needs and incorporate into design elements through: research of project type; identifying project goals/objectives; gathering and analyzing information; identifying strategies; determining quantitative requirements; and summarizing the program. The final program must be balanced against overall project budget.

4. Community Engagement

The Design-Build Firm will be responsible to provide renderings/displays for public meetings, conduct up to two (2) public meetings and incorporate public input into design as needed, and provide public meeting reports detailing goals of meetings and how those goals were met.

5. Permitting

The Design-Build Firm will be responsible to obtain and comply with all applicable agency permits including, but not limited to, St. Johns County Development Review, Florida Department of Environmental Protection, Florida Department of Transportation, the US Army Corps of Engineers, and the St. Johns River Water Management District. The Design-Build Firm will also be responsible to obtain and comply with all utility provider approvals/permits, building permits, and any other permits that may be required.

6. Guaranteed Maximum Price (GMP) and Schedule

The Design-Build Firm shall commit to a GMP for all Phase 2 – Construction Services no later than the ninety percent (90%) project design. The GMP amendment shall be negotiated between the County and the Design-Build Firm, and authorized via GMP Amendment, if the County and Design-Build Firm come to agreement on the GMP. The County reserves the right to request alternative item(s) for materials and equipment, which the County may request to be included in the GMP. The Design-Build Firm and County shall discuss and agree upon alternative items for inclusion in the GMP. Design-Build Firm shall be responsible for resolving all assumptions and clarifications prior to submitting a GMP.

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

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

- Construction Contingency:

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

trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Subcontractor insolvency, emergencies, overtime costs to maintain/accelerate the Project schedule due to unavoidable delays (excludes acceleration requested by the County under an approved Change Order), and other costs that were not known or reasonably foreseeable as of the effective date of this Contract (and not otherwise recoverable by bond or applicable insurance). No increase in the Construction Contingency will be allowed once the GMP is established.

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

7. Early Works

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

E. PHASE 2 – CONSTRUCTION SERVICES

1. Construction

The Design-Build Firm will be responsible for all site and building construction, providing full time on-site supervision, quality control, quality assurance, keeping the County Project Manager apprised of progress and schedule, maintenance of traffic (MOT) (if required), conducting and documenting monthly progress meetings, and providing red-line as-built drawings at each monthly progress meeting. Meetings shall include discussion and update of scope, schedule, and budget, as well as red-line as-built drawings. Payment requests shall coincide with progress meetings. All general requirements regarding meetings, temporary facilities, communication, etc. can be found in Exhibit D – Technical Specifications for Fire Station #5. The Design-Build Firm will demonstrate good project management practices while working on this project. These include communication with the County Project Manager as the point of contact, communication with permitting agencies as necessary, management of time and resources, and documentation.

2. Post-Construction

The Design-Build Firm shall be responsible for project close-out including, but not limited to, walk through inspections at Substantial and Final Completion with the County Project Manager and end users on or before the dates indicated in their proposal; developing a punch list of construction deficiencies and discrepancies at the Substantial Completion walk through; providing and submitting as-builts, as required for each agency permit, as well as providing the County Project Manager with complete as-builts, including civil, architectural, structural, mechanical, electrical, plumbing, landscape/irrigation, and all work; agency permit close-out; completion and submission of all reports and/or certifications required by the project.

The Final Scope will be determined through negotiations with successfully selected qualified Design-Build Firm.

PART III: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

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

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

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

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

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondents must meet in order to be considered responsible to perform the work specified in this RFQ. Respondents must submit sufficient documentation in their Qualifications, 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); and
3. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award; and
4. Must provide a list of projects showing that the Respondent has designed and constructed design-build projects in the last ten (10) years for building construction of similar size and scope, as provided herein.

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

C. JOINT VENTURE

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

D. TRADE SECRETS

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

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

E. USE OF COUNTY LOGO

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

F. PUBLIC RECORDS

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

2. In accordance with Florida law, to the extent that Design-Build Firm's performance under the awarded Contract constitutes an act on behalf of the County, Design-Build Firm shall comply with all requirements of Florida's public records law. Specifically, if Design-Build Firm is expressly authorized, and acts on behalf of the County under the awarded Agreement, Design-Build Firm shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

 - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

 - iii. Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the Design-Build Firm does not transfer the records to the County; and

 - iv. Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Design-Build Firm or keep and maintain public records required by the County to perform the Services.

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

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

IF THE DESIGN-BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, PUBLICRECORDS@SJCF.L.US

G. CONFLICT OF INTEREST

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

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

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

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

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

H. QUALIFICATION SUBMITTAL INSTRUCTIONS:

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

Qualifications must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections must be clearly identified. **The Qualifications must not exceed twenty (20) pages in length**, which does not include the County issued attachments, table of contents, addenda, and section separators. It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

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

Section 1: Qualifications Cover Page and Cover Letter

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

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

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of

Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the County to accept the signature of the Delegation of Authority.

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

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

Key Personnel – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project. **As part of the minimum requirements, Respondents are to provide resumes of the Key Personnel.** 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/Sub-Consultants – Provide any and all Sub-Contractors, Sub-Consultants, or Suppliers proposed to perform any aspect of the Services specified herein. Respondent must complete **Attachment “K”**, and should include any and all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor, Sub-Consultant, or Supplier, including but not limited to licenses, certifications, and other credentials. All proposed Sub-Contractors, Sub-Consultants, or Suppliers are subject to approval by the County. If Respondent does not intend to utilize any Sub-Contractors or Sub-Consultants, Respondent must state as such in the submitted Qualifications.

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

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

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

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

Bonding Capability – Submit a Letter of Bonding Capability and Capacity from the Respondent’s Surety (not the agent) demonstrating the level of bonding capability/capacity held by the Respondent is a **minimum of \$18 million dollars**. Surety must be licensed to do business in Florida, have been in business and have a successful continuous operations for at least three (3) years. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders. Surety must have fulfilled all of its obligations on all other bonds given to the Owner. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock, and sound investment and have an “A” rating or better.

Section 3: Related Experience

The Respondent must provide a list of projects showing that the Respondent has designed and constructed design-build projects in the last ten (10) years for building construction of similar size and scope as provided herein. The list 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: Qualification Statement

Respondent shall provide a narrative describing reasons why the Respondent believes their Design-Build Firm should be selected.

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 RANKING

The County Evaluation Committee will evaluate and rank Respondents Qualifications within each evaluation stage listed below:

- First Stage – Overall Qualification Package
- Second Stage – Technical Proposal Presentation (Shortlisted Firms Only)
- Third Stage – Additional Interview/Presentation (If Applicable)

D. DETERMINING SCORING AND RANKINGS

The County will evaluate and rank Respondents from highest to lowest based upon the specific evaluation criteria and category scores listed below. Category Scores listed below are the maximum number of points to be awarded per each evaluator per each stage.

Evaluators will be responsible for justifying their scoring by providing a narrative for the scores assigned to each Respondent Qualifications, Proposals, or interviews/presentations in comparison to the other Respondents within that specific stage. The evaluation narrative must include statements identifying specific strengths and weaknesses determined by the Evaluator to justify the scores assigned to each Respondent.

Scores from each stage will carry over into each subsequent stage. The final recommendation of an award will be

presented to the Design-Build Firm with the highest combined scores

First Stage – Evaluation Criteria (Overall Qualification Package): **Maximum Possible Points per Evaluator:**

1. Design-Build Firm, Staff, and Team Qualifications	20
2. Related Experience	60
3. Qualification Statement	20
Total Points Possible per Evaluator:	100

Second Stage – Evaluation Criteria (Shortlisted Firms Only): **Maximum Possible Points per Evaluator:**

4. Technical Proposal (Shortlist Firms only)	
a) Approach & Methodology	25
b) Proposed Project Schedule and Quality & Schedule Control	25
c) Innovation for Reduction of Project Schedule	25
d) Project Challenges and Mitigation of Challenges	25
Total Points Possible per Evaluator (Shortlist Firms only):	100

Third Stage – Additional Interview/Presentation (If Applicable): **Maximum Possible Points per Evaluator:**

5. Interview/Presentation	20
Combined Total Points Possible (Shortlisted Firms only):	220

E. FIRST STAGE – OVERALL QUALIFICATION PACKAGE

The Respondents Qualifications will be scored for completeness, related experience, qualifications (design-build firm, staff, and team), qualification statement summarizing Respondent’s ability to provide the services described in this RFQ.

F. SECOND STAGE – TECHNICAL PROPOSAL – SHORTLISTED FIRMS ONLY

The Respondents shortlisted by the County, through the evaluation of qualifications (1st Stage), shall submit their Technical Proposal for scoring as provided herein. The Respondents will be required to present their Technical Proposal in person to the Evaluation Committee. The evaluation scoring for the shortlisted Respondents’ submitted Technical Proposal and presentation will be announced at a subsequent Public Evaluation Meeting.

Technical Proposal Submittal Format

Do not include price or words about the price anywhere in your Technical Proposal. Doing so may result in disqualification of response/proposal.

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

Section 1: Approach & Methodology

1. Phase 1 Approach – Respondent shall submit a narrative detailing their proposed approach to performing the required services under Phase 1 –Design and Permitting Services. Information shall include approach to review of opportunities for savings, efficiencies in the design for construction, and coordination planning of Phase 2.
2. Phase 2 Approach – Respondent shall submit a narrative detailing their proposed approach to satisfactorily completing the construction of the specified Project under Phase 2 - Construction. Information shall include initial proposed approach for project management, subcontracting, procurement, safety, coordination, quality

control/assurance, and other information necessary to properly demonstrate the Respondent's intended approach to Phase 2.

3. Proposed Project Schedule and Quality & Schedule Control – Respondent shall submit a proposed schedule for accomplishing Phase 1 and Phase 2 under the specified Project, as well as the means and methods to be used by the Respondent in order to accomplish Substantial Completion of the entire project (Phase 1 and 2) within **seven hundred twenty-eight (728) consecutive calendar days**.
4. Innovation for Reduction of Project Schedule – Respondent shall submit a narrative detailing innovative ideas to reduce the project schedule without reducing quality and scope of the project.
5. Project Challenges and Mitigation of Challenges – Respondent shall submit a narrative identifying the greatest challenges to the project and how the Respondent plans to mitigate those challenges.

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

G. THIRD STAGE – ADDITIONAL INTERVIEW/PRESENTATIONS (IF APPLICABLE)

The Evaluation Committee may ask the shortlisted firms to participate in additional interviews/presentations, in accordance with Florida Statute 287.055 upon the completion of the evaluation of Qualifications, Technical Proposals, and Cost Proposals if deemed necessary by the Evaluation Committee in order to determine a final decision for a recommendation of award. The makeup of the interview/presentation shall be provided to the shortlisted Respondents after the technical proposal evaluation.

H. TIE BREAKER

If there is a tie between two or more responsive and responsible top-ranked Firms after all three (3) evaluation stages have been exhausted, the County will conduct a chance drawing during a public meeting to select the recommended Design-Build Firm.

I. NEGOTIATIONS & AWARD

The County intends to select the top ranked firm for award based on the total of all scores, including the initial evaluation of qualifications, the evaluation of the shortlisted firms' Technical Proposal, and if necessary, any additional presentations or interviews that are determined to be necessary by the County. A Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no obligation to award a Contract as a result of this RFQ. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

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

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

J. PROTEST PROCEDURES

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

the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

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

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

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

B. PERFORMANCE

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

C. TERMINATION

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

D. OFF-RAMP

In the event the County determines that the Design-Build Firm's GMP Proposal(s) are not in the best interest of the County or if the County and Design-Build Firm are unable to negotiate a GMP amendment(s) to an amount acceptable by the County, the County may, in its sole discretion, elect to take the Off-Ramp, as defined herein. The Off-Ramp shall be taken when the County formally rejects the GMP Proposal submitted by the Design-Build Firm, and terminates this Agreement. A termination of this Agreement under the Off-Ramp shall be for convenience unless the Design-Build Firm otherwise defaults under the provisions of this Agreement. In such event, Design-Build Firm acknowledges and agrees that the County's rejection of the Design-Build Firm's GMP Proposal shall not entitle the Design-Build Firm to make any claim for damages, loss, profits or compensation of any kind for Work not yet performed, and all such claims

from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract, whether such operations be by the awarded Design-Build Firm or by anyone directly employed by or contracting with the awarded Design-Build Firm.

The awarded Design-Build Firm shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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

The awarded Design-Build Firm shall maintain during the life of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The awarded Design-Build Firm shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage, and Transit.

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

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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. COMPLETION TIME AND LIQUIDATED DAMAGES

Design-Build Firm shall be required to complete the project within **seven hundred twenty-eight (728) consecutive calendar days**: Phase I – three hundred thirty-four (334) consecutive calendar days for design and permitting, Phase 2 – three hundred forty-nine (349) consecutive calendar days for Substantial Completion of construction, fifteen (15) days from Substantial Completion to Final Completion, and thirty (30) consecutive calendar days for project/permit close-out.

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.

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.

P. OWNER DIRECT PURCHASES

The County reserves the right to purchase equipment, materials, and/or supplies directly in order to achieve sales tax savings where such equipment, materials and/or supplies are included in the cost of a construction project in accordance with Florida Statute 212.08 (6).

Q. EARLY WORKS

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

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.

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: _____

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, permitting, and construction of Silverleaf Fire Station #23 and Sheriff's Operation Center.

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: _____

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)

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: _____

ATTACHMENT "D"
AFFIDAVIT

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

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

The undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for **RFQ NO. 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER.**

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: _____

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

Project (RFQ) Number/Description: **RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER.**

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

**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

ATTACHMENT "G"

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

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

1. The principal business address of Bidder is: _____

2. I am duly authorized as _____ (Title) of Bidder.

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Date of Signature

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

**ATTACHMENT "H"
NON-COLLUSION CERTIFICATION**

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

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

Handwritten Signature of Authorized Principal(s) of Respondent:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT "I"
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: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER ("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: _____

ATTACHMENT "J"
EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFQ NO: 1710; DESIGN-BUILD SERVICES FOR SILVERLEAF FIRE STATION #23 AND SHERIFF'S OPERATION CENTER

**ATTACHMENT "K"
LIST OF PROPOSED SUB-CONTRACTORS / SUB-CONSULTANTS / SUPPLIERS**

Respondent shall submit any and all sub-contractors, sub-consultants, 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/sub-consultant/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/sub-consultants/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

**ATTACHMENT "L"
ACKNOWLEDGEMENT OF ADDENDA**

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

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



ADDENDUM #1

March 12, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1710; Design-Build Services for Silverleaf Fire Station #23 and Sheriff's Operation Center

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 "L", acknowledging all issued addenda.

Revisions/Clarifications:

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

1. **REVISED EXHIBIT I – DCP CLEARING & ROUGH GRADING SITE PERMIT SET**

Exhibit I of the Design Criteria Package (DCP) has been revised and is uploaded to www.DemandStar.com as an attachment to this Addendum.

The clearing and grading plans have been slightly modified to create a minimal slope from the eastern boundary of the site towards the western boundary of the site. The plan originally called for a flat finished grade elevation of 34.50 across the site and has now been modified to slope from elevation 35.00 to 34.50. There are minor associated changes within sheets C 101 Existing Conditions / Demolition Plan and sheet C 102 Grading & Erosion Control Plan.

Questions/Answers:

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

1. Noted in the RFQ on page 13 (Qualification Submittal Instructions) is a page count of 20 pages. Would the County be willing to increase the page count considering this is a Design-Build and more information is generally required to adequately represent a team and experience?

Answer: The page length is revised as follows: The Qualifications must not exceed twenty-five (25) pages in length, which does not include the County issued attachments, table of contents, addenda, and section separators.

2. Regarding Evaluation Stage 1 and Stage 2, will the points from both stages be added together to determine the top rank?

Answer: Yes, refer to Part IV Section D on pages 15-16 of the RFQ Document.

3. Other than the one Attachment K form that needs to be filled out, does the county want resumes for subconsultant staff like the architect and engineers on the project? If so, would the county consider excluding these from the page limit? Design-Build teams often have a large number of people involved and the required information in the RFQ would use most of the pages within the limit.

Answer: Resumes are not necessary for sub-consultants, but, as stated in the RFQ Document, licenses, certifications, and other credentials demonstrating the qualifications and capabilities of



each proposed sub-consultant or sub-contractor should be provided with Attachment K. The page limit has been increased (see Question #1 above).

4. Have the Evaluators been selected yet? If so, could we please have their names and titles?
Answer: The County does not release the names of evaluators.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, APRIL 4, 2024 @ 4:00 PM EDST

END OF ADDENDUM NO. 1

CONTRACT DRAWINGS FOR:

ST. JOHNS COUNTY



500 San Sebastian View
St. Augustine, Florida 32084



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY MATTHEW STEVE
BRODZINSKI ON THE DATE ADJACENT TO
THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.
PASSERO ASSOCIATES
4730 CASA COLA WAY, SUITE 200
ST. AUGUSTINE, FL 32084
CERTIFICATE OF AUTHORIZATION 3488
MATTHEW R. BRODZINSKI, P.E., NO. 71538

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING
SHEETS IN ACCORDANCE WITH RULE 61G13-13.004, F.A.C.

INDEX OF SHEETS

CIVIL	
COVER	C-000
EXISTING CONDITIONS/ DEMOLITION PLAN	C-101
ROUGH GRADING & EROSION CONTROL PLAN	C-102
DETAILS	C-103



SILVERLEAF FIRE STATION CLEARING & ROUGH GRADING



FEBRUARY 2024

PASSERO ASSOCIATES
PROJECT NUMBER 20213261.0010

PASSERO
engineering architecture

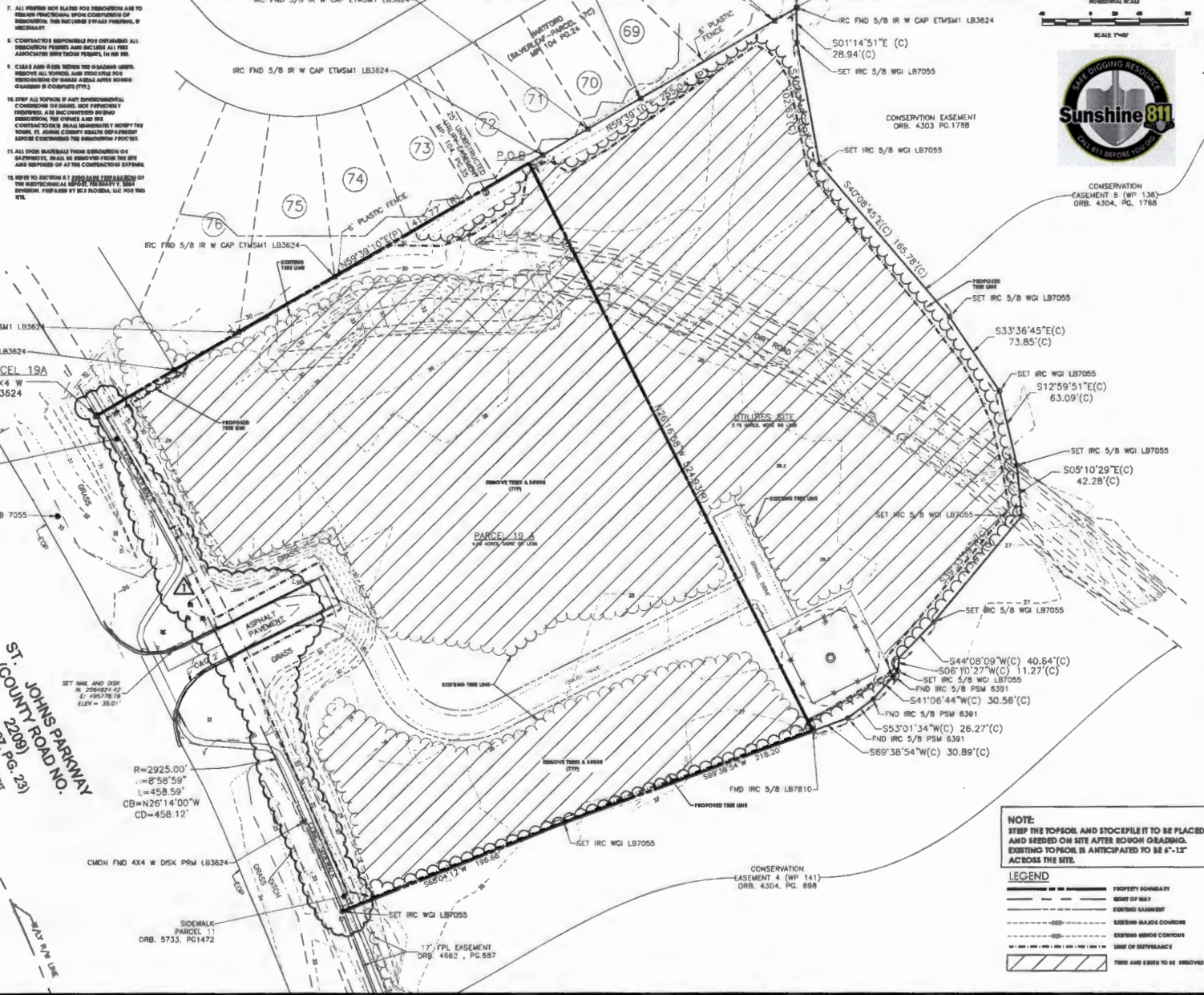
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32084
www.Passero.com
(904) 757-6106
Certificate of Authorization # 3428

LOCATION MAP
NOT TO SCALE

SITE PERMIT SET

DEMOLITION NOTES:

- CONTRACTOR IS RESPONSIBLE TO CALL 889 849811 PRIOR TO BEGINNING DEMOLITION.
- IF PRIOR TO ANY DEMOLITION TAKING PLACE CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL UTILITIES WITHIN THE AREA OF WORK AS INDICATED TO BE APPROXIMATE BY NEW POLES AND SURFACE FEATURES.
- REMOVE ANY TREES FOUND AND THE LOCATION OF THE REMOVAL TO THE OWNER REPRESENTATIVE TO BE RECORDED PRIOR TO WORK BEGAINING.
- CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL DISCARDED MATERIAL IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- ALL EXISTING FEATURES TO BE REMOVED ARE NOT SHOWN ON PREVIOUS PLANS FOR CLARITY.
- CONTRACTOR SHALL PROTECT ALL EXISTING FEATURES TO REMAIN. DAMAGE TO EXISTING FEATURES TO REMAIN SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- ALL MATERIALS FROM DISMANTLING OF STRUCTURES SHALL BE REMOVED FROM THE SITE AND DEPOSITED AT THE CONTRACTOR'S EXPENSE.
- REFER TO SECTION 41 FOR THE PREPARATION OF THE HYDROLOGICAL MAPS. THE STATE OF FLORIDA, PREPARED BY ICF CORP., LLC FOR THE IFC.
- ALL MATERIALS FROM DISMANTLING OF STRUCTURES SHALL BE REMOVED FROM THE SITE AND DEPOSITED AT THE CONTRACTOR'S EXPENSE.
- REFER TO SECTION 41 FOR THE PREPARATION OF THE HYDROLOGICAL MAPS. THE STATE OF FLORIDA, PREPARED BY ICF CORP., LLC FOR THE IFC.



HORIZONTAL SCALE
SCALE 1"=80'

CONSERVATION EASEMENT 5 (WP 136) ORB. 4304, PG. 1768

PASSERO
engineering architecture

SUBMITTAL TITLE:
DEVELOPMENT SET

ENGINEER OF RECORD:
NOT FOR CONSTRUCTION

OWNER:
ST. JOHNS COUNTY

PASSERO ASSOCIATES
4730 CASA COLA WAY, SUITE 200
ST. AUGUSTINE, FL 32095
TELEPHONE: (904) 757-8108

PROJECT MANAGER: MATT SINGLETARY, PE
PREPARED BY: WYATT S. MASTERS, ES

WWW.PASSERO.COM

REVISIONS	
NO.	DATE BY DESCRIPTION OF REVISION
1	1/18/24 MS LITING CORRECT

These documents ARE COPY RIGHT PROTECTED and have been specifically prepared on behalf of the Project's Owner under the supervision of the Engineer of Record, as sealed by these Drawings. Any reproduction or reuse of these drawings, either electronically or otherwise, without written authorization of the Engineer of Record is strictly prohibited.

LOCATION:
ST. JOHNS COUNTY
CITY: ST. AUGUSTINE COUNTY: ST. JOHNS STATE: FLORIDA COUNTRY: U.S.A.

PROJECT TITLE:
SILVERLEAF FIRE STATION FEASIBILITY

PROJECT NUMBER:
20213261.0010

DATE: **FEBRUARY 2024**

DRAWING TITLE:
EXISTING CONDITIONS / DEMOLITION PLAN

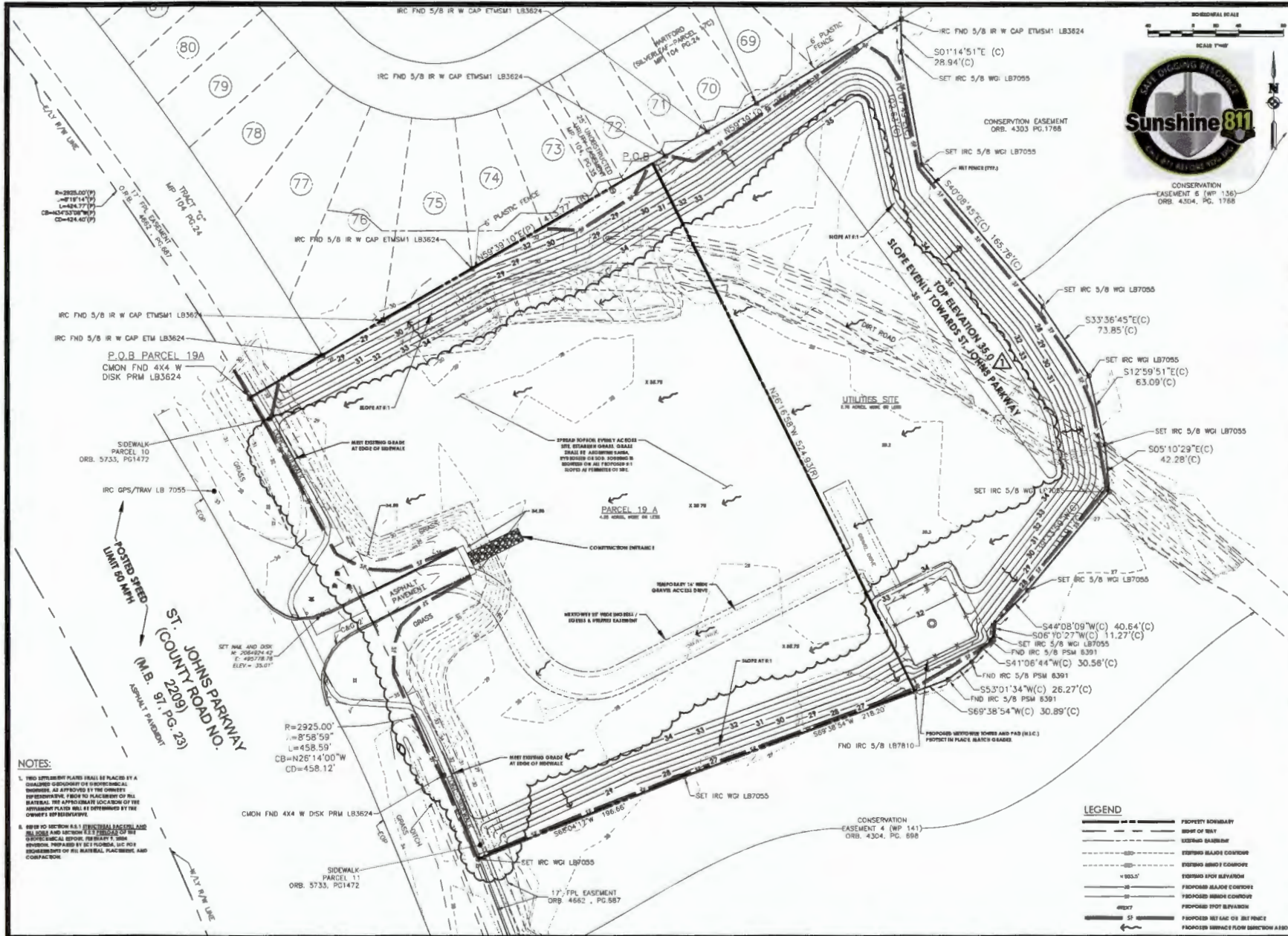
DRAWING NUMBER:
C 101

NOTE:
STUMP THE TOPSOIL AND STOCKPILE IT TO BE PLACED AND SEEDING ON SITE AFTER BOUGH GRADING. EXISTING TOPOIL IS ANTICIPATED TO BE 4"-12" ACROSS THE SITE.

LEGEND

- PROPERTY BOUNDARY
- BOUND OF WAY
- EXISTING SHADERS
- EXISTING SHADE CONTOUR
- EXISTING SHED CONTOUR
- LINE OF SETTLEMENT
- TREE AND BUSH TO BE REMOVED

T:\PROJECTS\2024\20240218\20240218_0010\20240218_0010_0010.dwg - 1/18/24 10:00 AM - 1/18/24 10:00 AM - 1/18/24 10:00 AM



PASSERO
engineering architecture

SUBMITTAL TITLE:
DEVELOPMENT SET
ENGINEER OF RECORD:

NOT FOR CONSTRUCTION



PASSERO ASSOCIATES
4730 CASA COLA WAY, SUITE 200
ST. AUGUSTINE, FL 32085
TELEPHONE: (904) 757-8106

PROJECT MANAGER: MATT SINGLETARY, PE
PREPARED BY: WYATT S. MASTERS, ES

WWW.PASSERO.COM

REVISIONS	
NO.	DESCRIPTION OF REVISION
1	ISSUE COMMENTS

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LOCATION:
ST. JOHNS COUNTY
CITY: ST. AUGUSTINE COUNTY: ST. JOHNS STATE: FLORIDA COUNTRY: U.S.A.

PROJECT TITLE:
SILVERLEAF FIRE STATION FEASIBILITY

PROJECT NUMBER:
20213261.0010

DATE: **FEBRUARY 2024**
DRAWING TITLE:
GRADING & EROSION CONTROL

DRAWING NUMBER:
C 102

NOTES:
1. THIS SUBMITTAL SHALL BE PLACED BY A QUALIFIED GEODETIC SURVEYOR OR A SURVEYING ENGINEER, AS APPROVED BY THE COUNTY ENGINEER, FROM THE PLACEMENT OF ALL BENCHMARKS. THE APPROXIMATE LOCATION OF THE BENCHMARK PLAYS WILL BE DETERMINED BY THE OWNER'S REPRESENTATIVE.
2. REFER TO SECTION 8.1.1 (VEHICULAR FACILITIES) AND SECTION 8.1.2 (TRUCKS) TO THE SPECIFICATIONS FOR THE DESIGN OF THE EROSION CONTROL MEASURES. REVISIONS, PERMITTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE.

1. PROJECT NO. 20213261.0010 (SILVERLEAF FIRE STATION) - CIVIL ENGINEERING - COUNTY OF ST. JOHNS, FLORIDA - DATE: FEBRUARY 2024 - DRAWN BY: WYATT S. MASTERS, ES - CHECKED BY: MATT SINGLETARY, PE - SCALE: AS SHOWN - SHEET: C 102 OF 102

PRELIMINARY TITLE
DEVELOPMENT SET
ENGINEER OF RECORD:

NOT
FOR
CONSTRUCTION

OWNER
ST. JOHNS COUNTY



PASSERO ASSOCIATES
4730 CASA COLA WAY, SUITE 200
ST. AUGUSTINE, FL 32096
TELEPHONE: (904) 757-8108

PROJECT MANAGER/PROJECT CONSULTANT
REGISTERED PROFESSIONAL ENGINEER

WWW.PASSERO.COM

REGISTERED PROFESSIONAL ENGINEER

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LOCATION

ST. JOHNS COUNTY

CITY OF AUSTIN COUNTY OF ST. JOHNS
STATE ADDRESS COUNTY MAILING ADDRESS

PROJECT TITLE

SILVERLEAF FIRE STATION FEASIBILITY

PROJECT NUMBER

20213261.0010

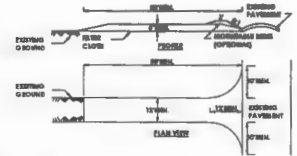
DATE **FEBRUARY 2024**

DRAWING TITLE

DETAILS

DRAWING NUMBER

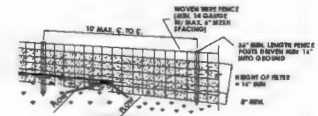
C 201



CONSTRUCTION SPECIFICATIONS

1. FORM SET - USE 2" FIBER OR REINFORCED CONCRETE FORMWORK
2. LENGTH - NOT LESS THAN 10 FEET (EXCEPT ON A BRUSH PILEDRIVE LOT WHERE A 10 FOOT MINIMUM LENGTH WOULD APPLY)
3. THICKNESS - NOT LESS THAN 6 INCHES
4. WIDTH - TWENTY (20) FEET MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS THREE INCHES OR MORE ABOVE TWENTY-NINE (29) INCHES FROM THE TOP SURFACE TO THE TOP OF THE CURB
5. FIBER CLOTH - WILL BE PLACED OVER THE FORMER AREA PRIOR TO PLACING OF FORMS
6. SURFACE FINISH - ALL SURFACE FINISH TO BE FINISHED TO BEAT CONSTRUCTION ENTRANCES SHALL BE PERFORMED TO THE SATISFACTION OF THE ENGINEER. A MINIMUM OF 100 PSI STRENGTH SHALL BE REQUIRED
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF MATERIALS OF TRUCKS AND OTHER VEHICLES ON ROAD. ALL EXCESSIVE FIBER, BROKEN, WEARED OR TRACKED CURB SHALL BE REPAIRED IMMEDIATELY
8. WHEN REQUIRED AS REQUIRED, IT SHALL BE DONE ON A AREA STABILIZED WITH FIBER AND BRUSH PILES INTO AN APPROVED SEGMENTED TRAFFIC DEVICE
9. PERIODIC INSPECTION AND REPAIRS MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN

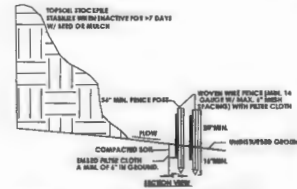
STABILIZED CONSTRUCTION ENTRANCE
N.T.S.



CONSTRUCTION SPECIFICATIONS

1. MOVING WIRE FENCE TO BE FASTENED SECURELY TO POSTS POSTS WITH WIRE END OR TRAPBAR. POSTS SHALL BE 30" DIA. 12" OR 14" DIA. GALVANNEED STEEL
2. SILVER CLOTH TO BE TO BE FASTENED SECURELY TO MOVING WIRE FENCE WITH THE SPACED STAPLES AT 12" AND 18" INTERVALS
3. WHEN TWO SECTIONS OF SILVER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND SECURED TOGETHER WITH STAPLES OR OTHER FIBER CLOTH
4. PERMANENTLY MARK SHALL BE INSTALLED AT APPROVED SPACINGS
5. MAINTENANCE SHALL BE PERFORMED AS REQUIRED AND MATERIAL REMOVED WHEN "WAGGLE" DEVELOPS IN THE NET FENCE

SILT FENCE DETAIL
N.T.S.



CONSTRUCTION SPECIFICATIONS

1. MOVING WIRE FENCE TO BE FASTENED SECURELY TO POSTS POSTS WITH WIRE END OR TRAPBAR. POSTS SHALL BE 30" DIA. 12" OR 14" DIA. GALVANNEED STEEL
2. SILVER CLOTH TO BE TO BE FASTENED SECURELY TO MOVING WIRE FENCE WITH THE SPACED STAPLES AT 12" AND 18" INTERVALS
3. WHEN TWO SECTIONS OF SILVER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND SECURED TOGETHER WITH STAPLES OR OTHER FIBER CLOTH
4. PERMANENTLY MARK SHALL BE INSTALLED AT APPROVED SPACINGS
5. MAINTENANCE SHALL BE PERFORMED AS REQUIRED AND MATERIAL REMOVED WHEN "WAGGLE" DEVELOPS IN THE NET FENCE

TOPSOIL STOCKPILE DETAIL
N.T.S.

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ADDENDUM #2

March 18, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1710; Design-Build Services for Silverleaf Fire Station #23 and Sheriff's Operation Center

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 "L", acknowledging all issued addenda.

Questions/Answers:

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

1. Are all permits for the project in place? What about wet lands?
Answer: The County will provide the permit for early works clearing and grading, but the Design-Build Firm is responsible to obtain all other permits for the project as required by federal, state, and local regulations. Wetland impacts have been mitigated by the County. Please note that a master stormwater pond that serves the Silverleaf Fire Station #23 site has already been permitted with St. Johns River Water Management District (SJRWMD) and has already been constructed and is located on the west side of County Road 2209. There are also existing storm pipes and inlets/manholes that convey stormwater under County Road 2209. The design builder is responsible for conveying stormwater runoff to the existing stormwater system. An SJRWMD permit modification or minor modification for the final Fire Station design is the responsibility of the Design Builder.
2. Is the project outside of the AE Flood Plain?
Answer: The project does not impact the flood plain. There is a Zone A Special Flood Hazard Area (floodplain) adjacent to the site. The Fire Station #23 site is outside of the floodplain and is categorized as Zone X, area of minimal flood hazard.
3. You state the Geotechnical Report indicated a clay layer. Will there be any additional fill required?
Answer: Based on the Geotechnical Report, the County added the Early Works Plan (DCP Package Exhibit I – Clearing & Rough Grading Site Permit Set) so the necessary fill can be added and compacted during the Design Phase. Please refer to the Clearing and Rough Grading Plans for the amount of fill required; the only additional earthwork required will be based on the final design plans provided by the Design Builder.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, APRIL 4, 2024 @ 4:00 PM EDST

END OF ADDENDUM NO. 2