19	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

8/2/2022

BCC MEETING DATE

TO: **Hunter S. Conrad, County Administrator** **DATE:** **July 20, 2022**

FROM: **Jaime Locklear, Asst. Director Purchasing** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **RFQ 22-15; Design-Build Services for Summer Haven North Old A1A Road Reconstruction**

AGENDA TYPE: **Bid Award, Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

SJC Purchasing issued a Request for Qualifications for the design and reconstruction of approximately 1,689 feet of Old A1A in Summer Haven North, including replacement/adjustment of the existing revetment, installation of steel sheet pile and pile cap, utility coordination, utility relocation, underground exfiltration system and roadway meeting County standards, with all work to be completed ensuring proper execution and compliance with any and all Federal, State, and Local rules, regulations, and FEMA program intent. The RFQ was advertised in accordance with County Purchasing Policy. Three (3) submittals were received and evaluated to determine a shortlist of Respondents with whom to hold interviews. One Respondent was deemed non-responsive and one Respondent declined to continue to the interview phase of evaluation. The Evaluation Committee received a Cost Proposal and Technical Proposal from Superior Construction Company Southeast, LLC, and an interview was conducted. The initial Cost Proposal for the design-build project was significantly greater than the budget for the project. Based upon discussions with County Staff, Superior is reviewing alternative approaches to accomplish the project within the available budget and timeline for completion. The County plans to work closely with Superior to vet the alternative approaches through the design phase of the project. Staff recommends Board approval to finalize the terms of this initial contract for Phase 1 of the project for design through submittal of a GMP Proposal for the at the cost of $1,151,494.11. County Staff will negotiate the GMP Proposal and bring the GMP Amendment to the Board for approval to execute.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Funded by Transportation Trust Fund as approved FEMA project [Dept 1221-56310-3016-] for reimbursement.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2022-_____, authorizing the County Administrator, or designee, to finalize negotiations with Superior Construction Company Southeast, LLC as the top ranked firm, and upon agreement over terms and conditions, issue and execute a Design-Build Contract for the completion of Phase 1 Work under RFQ 22-15; Design-Build Services for Summer Haven North Old A1A Road Reconstruction.

For Administration Use Only:
Legal: Jalisa Ferguson 7/22/2022 **OMB: JDD 7/25/2022** **Admin: SE 7/25/2022**

RESOLUTION NO. 2022 -_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO FINALIZE NEGOTIATIONS WITH SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC AS THE TOP RANKED FIRM UNDER RFQ NO. 22-15 AND, UPON FINAL AGREEMENT OF TERMS AND CONDITIONS, EXECUTING A DESIGN-BUILD CONTRACT FOR COMPLETION OF PHASE 1 FOR DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD A1A ROAD RECONSTRUCTION.

RECITALS

WHEREAS, in 2016 Hurricane Matthew caused storm surge and waves to damage portions of Summer Haven North Old A1A Road, which serves as the sole vehicular access route to 19 houses and several undeveloped lots. As such the County is moving forward with the design-build of the reconstruction of Summer Haven North Old A1A Road; and

WHEREAS, through the County's formal RFQ process, SUPERIOR Construction Company Southeast, LLC was the top ranked firm, and County staff has initiated negotiations for the initial Design-Build Agreement, which shall be for the completion of the design services through submittal of a Guaranteed Maximum Price ("GMP") Proposal, which shall be negotiated and a GMP Amendment will be submitted to the Board for approval to execute for the completion of the construction; and

WHEREAS, the County Staff finds that entering into contract to complete the work serves a public purpose; and

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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 finalize negotiations with SUPERIOR Construction Company Southeast, LLC, to complete the design services through submittal of a GMP Proposal, as set forth in RFQ No: 22-15.

Section 3. Upon final agreement over terms and conditions, the County Administrator, or designee, is further authorized to execute the Design-Build Agreement in substantially the same form and format as the attached draft for Phase 1 of the Work, with intent to negotiate and submit a GMP Amendment to the Board for approval to execute for Phase 2.

Section 4. The County Administrator, or designee, is further authorized to formally cease negotiations with Superior Construction Company Southeast, LLC if it is determined that an agreement cannot be reached.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Henry Dean, Chair

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

By: _____
Deputy Clerk

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

Design Build Agreement No: _____

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This Design-Build Agreement ("Contract") is made this ___ day of _____, 2022 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **SUPERIOR Construction Company Southeast, LLC** ("Design-Build Firm"), a company authorized to do business in the State of Florida, with its principal offices located at: 7072 Business Park Blvd. N, Jacksonville, FL 32256, Phone: (904) 292-4240, and E-mail: bmcgarity@superiorconstruction.com, for **RFQ NO: 22-15; Design-Build Services for Summer Haven North Old A1A Road Reconstruction,** hereinafter referred to as the "Project".

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

ARTICLE I GENERAL

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

a) This Design-Build Agreement;
b) RFQ Documents and RFQ Forms with all addenda thereto for RFQ No: 22-15;
c) Notice to Proceed;
d) Specifications and Design Drawings approved under this Contract;
e) Fully Executed Change Orders and Amendments to this Contract;
f) Field Orders signed by the County's Project Manager;
g) Bonds and Insurance furnished by Design-Build Firm;
h) Exhibit B FEMA Public Assistance Program Required Contract Clauses

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 proposal documents or invoices shall be binding upon County or become part of the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals (hereafter "Submittals") are not Contract Documents. The County will review and take action upon Design-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.

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

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein.

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

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

1.2.3 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.

1.2.4 Contract Price: The sums set forth herein under Article IV, and the GMP Amendment, upon execution, shall

constitute the Contract Price, as may be amended by Change Order or Amendment. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Design-Build Firm or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

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

1.2.6 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 Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

1.2.7 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.

1.2.8 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.

1.2.9 Early Work: Work, such as site development and related activities, procurement of long lead materials/equipment, and any other advanced Work the parties agree should be performed in advance of establishment of the GMP in order to avoid any material impacts to the critical path of the Project schedule. Early Work may be incorporated in the scope of the initial Design-Build Contract, or may be added via Change Order.

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

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

1.2.12 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 final design and construction of the Project. The Guaranteed Maximum Price ("GMP") may be modified only by Change Order or Amendment in accordance with this Contract. The GMP shall be established in the GMP Amendment.

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

1.2.14 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.

1.2.15 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.

1.2.16 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.

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

1.2.18 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.

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

1.2.20 Subcontractor: A Supplier engaged by the Design-Build Firm to perform a portion of the Work.

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

1.2.22 Work: See Design Build-Work above.

1.2.23 Work Product: Work Product has the meaning specified in Section 5.7 herein.

1.3 Independent Contractor

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

1.4 Design-Build Firm's Continuing Duty

1.4.1 Design-Build Firm shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Submittals and shall provide written notice, within three (3) business days, to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Design-Build Firm may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Design-Build Firm's compliance with the Contract. The County has provided to Design-Build Firm, documents for the Project, as exhibits to the RFQ Document. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO DESIGN-BUILD FIRM CONCERNING SUCH DOCUMENTS. By the execution hereof, Design-Build Firm acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be sufficient for proceeding with the Work under the Project, and that Design-Build Firm has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.4.2 In the event of conflicts of discrepancies, the Contract Documents shall be interpreted in the order of precedence as follows:

a) Supplementary conditions, if any, shall govern over the terms of this Contract;
b) This Contract and Exhibits shall govern over all RFQ Documents, Drawings and Specifications;
c) Specifications shall govern over Drawings;
d) Numerical dimensions shall govern over dimensions obtained by scaling; and
e) Larger scale Drawings shall govern over smaller scale Drawings.

1.4.3 Should Design-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. 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 pursuant to Section 1.5 titled "Disputes". Design-Build Firm's protest shall state clearly and in detail the basis thereof. The County will consider Design-Build Firm's protest and render its decision thereon within ten (10) business 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.

1.5 Disputes

1.5.1 Design-Build Firm is responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Design-Build Firm and the County. 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 this Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Design-Build Firm's failure to protest the County's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Design-Build Firm of all its rights to further protest, judicial or otherwise.

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

1.6 Ownership of Contract Documents

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.

ARTICLE II THE WORK

2.1 Project Description

2.1.1 Generally. The County intends to complete the design and reconstruction of approximately 1,689 feet of Old A1A in Summer Haven North. The Project shall be completed in two (2) phases. Phase 1 shall consist of Preliminary Design, and Phase 2 shall be Final Design and Construction.

2.1.2 Phase 1 Preliminary Design Development. Design-Build Firm shall perform such Design Services to the level of completion required for Design-Build Firm to develop and submit a GMP proposal for Phase 2 Final Design and Construction, as set forth in Section 2.1.3 below. Phase 1 may also include Early Work when authorized by an approved Change Order, signed by both parties. Phase 1 will consist of the design and permitting of Old A1A in Summer Haven North, including replacement/adjustment of existing revetments, design of anchored steel sheet pile and pile cap, replacement of the drainage outfall pipe, utility coordination and relocation, and roadway in accordance with County Standards.

Design-Build Firm shall develop and submit a preliminary GMP Proposal upon reaching sixty percent (60%) design, and shall submit a final GMP Proposal upon reaching eighty percent (80%) design. The final GMP Proposal shall be subject to consideration by the County as provided in Article II of this Contract.

Design-Build Firm shall obtain and pay for all permits, approvals, licenses and fees as necessary and ordinary for the performance of the Work. Design-Build Firm shall provide complete copies of all permits, approvals and licenses to the County within five (5) business days after obtaining them, and receipt of such documents by the County shall be a condition precedent to final payment. The County shall provide reasonable assistance to Design-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 all approvals, easements, and the like required for construction.

2.1.3 Phase 2 Final Design and Construction. 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, the performance of construction services for the Project, 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 GMP Amendment and Notice to Proceed for 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. In the alternative, the County may reject Design-Build Firm's proposal for Phase 2 and (i) terminate this Contract, (ii) proceed with another Design-Build Firm, and (iii) exercise the "Off-Ramp" provisions of Paragraph 2.1.4 below. In such event, Design-Build Firm acknowledges and agrees that the County's rejection of Design-Build Firm's GMP proposal, in accordance with this Agreement, shall not entitle Design-Build Firm to make any claim for damages, loss or profits or compensation of any kind, and all such claims are hereby waived and released by Design-Build Firm.

The Contract Price for Phase 2 will be set forth in the GMP Amendment, when mutually agreed between the parties. Once the parties have agreed upon the Contract Price and the County has issued a GMP Amendment and Notice to Proceed for Phase 2, Design-Build Firm shall perform the Phase 2 Design-Build Work.

2.1.4 Off-Ramp. The parties acknowledge that the County's ability to successfully complete the Project may be significantly impacted if the County elects to terminate this Contract at the end of Phase 1 Preliminary Design Development, rather than proceeding with Phase 2 Final Design and Construction under Paragraph 2.1.3 above, and that certain design consultant or engineering services Subcontractors are not available to continue working on the Project upon such termination. Therefore, Design-Build Firm shall incorporate the obligations of this Contract into its respective subcontracts, specifically including the County's right to unilaterally utilize design documents in the event of termination as described in Section 10.2. Design-Build Firm shall also include a provision whereby such subcontract(s) may be assigned to the County. In the event of termination as described in Section 10.2 herein, 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, Monday through Friday. Design-Build Firm will not perform Work on a Saturday, Sunday, or any County-observed holiday. Design-Build Firm may perform Work outside regular working hours or on Saturdays, Sundays, or County-observed 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 a minimum of two (2) business days in advance of performing any such Work.

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

2.3 Design-Build Firm's Technical Submittals

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 allowing at least fourteen (14) calendar days for such review (unless a shorter time frame is otherwise mutually agreed in writing). The County will review the Design-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.

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 Submittals for review within the time frame set out above or within the time periods identified and agreed pursuant to Design-Build Firm's schedule. Design-Build Firm shall provide written notice to the County whenever the Work is likely to be delayed as a result of late submittal of a Technical Submittal.

The 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, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.6 Cleaning the Jobsite

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

2.7 Reporting Requirements

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

2.7.2 Monthly Progress Report. Commencing with NTP, under Phase 1 and Phase 2, the Design-Build Firm shall prepare and submit a written monthly report by the tenth (10^{th}) day of each calendar month. The Monthly Progress Report shall be provided in the latest version of Microsoft® Word. Monthly reports shall at a minimum describe: (1) Work completed in the prior month, (2) planned Work for the current month, (3) estimate of actual percent complete; (4) 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, (6) change orders pending and approved, (7) status report of procurement activity; (8) request for information (RFI) log; (9) progress photos and (10) any other items as may be reasonably requested by the County.

2.8 Project Meetings

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

2.8.2 Pre-Construction. Prior to the commencement of Phase 2 Final Design and Construction, 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.

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

2.9 Title and Risk of Loss

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

2.10 Access to Work

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

2.11 Utilities

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

2.12 Existing Utility Lines

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

2.12.2 Design-Build Firm shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Design-Build Firm damages any existing Utility Lines, shown or not shown on the Drawings, Design-Build Firm shall immediately notify the Project Manager. Damage occurring to existing Utility Lines 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 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 indemnifies 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, without prior written consent 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 written and tangible material concerning conditions below ground at the Jobsite, as available. 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 Subject to Paragraph 1.6 above, the County shall furnish Design-Build Firm electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Design-Build Firm. The above responsibility notwithstanding, Design-Build Firm may request a (hardcopy) set of Contract Documents from the County. Design-Build Firm will reimburse the County for the actual costs (or $25, whichever is greater), of providing such hardcopy set.

2.16 Direct Purchase Program

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

2.16.2 The GMP amount shall be reduced by the net, undiscounted amount of the purchase order for each Direct Purchase, plus all sales taxes that would have applied. **ISSUANCE OF THE PURCHASE ORDERS BY THE COUNTY DOES NOT CHANGE ANY OF THE 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.

ARTICLE III CONTRACT TIME

3.1 Contract Time

The Contract Time shall be established for each of the two Phases as provided herein. The County intends to issue two (2) separate NTPs for the Design-Build Work as follows:

3.1.1 Phase 1 Preliminary Design Development. Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within forty-five (45) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract.

3.1.1.1 Work under Phase 1 Preliminary Design Development shall be deemed complete upon final acceptance by County and Design-Build Firm of the GMP Proposal after all negotiations and adjustments have been made.

3.1.2 Phase 2 Final Design and Construction. Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within one hundred eighty (180) consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached within thirty (30) consecutive calendar days after Substantial Completion.

3.1.2.1 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 incomplete 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. For Design Build Work under Phase 2, the Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Design-Build Firm's list is not complete.

3.1.2.2 The following items shall be completed prior to Design-Build Firm's request for a Substantial 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;
g) All operations and maintenance manuals, training literature, and software for all equipment provided;
h) Manufacturers' certifications and warranties provided; and
i) All required spare parts and special tools provided.

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

3.1.2.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Design-Build Firm within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Design-Build Firm to complete the Work pursuant to this Contract.

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

3.1.4 Design-Build Firm, prior to commencing Phase 2 Final Design and Construction, shall submit to the Project Manager for his/her information, Design-Build Firm's Project schedule for completing the Design Build Work. Design-Build Firm's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Phase 2 Design-Build Work. By way of illustration and not exclusion, Design-Build Firm's schedule shall: (1) contain sufficient activities to assure adequate planning for all phases of the Phase 2 Design-Build Work, (2) include approved changes to the Phase 2 Design-Build Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraphs 3.1.1 and 3.1.2 above, Design-Build Firm shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Design-Build Firm to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

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

3.3 Liquidated Damages

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

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

Design-Build Work	Substantial Completion	Final Completion
Phase 1 Preliminary Design Development	$1,665 per day	$1,665 per day
Phase 2 Final Design and Construction	$4,866 per day	$4,866 per day

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

3.3.3 The total amount of liquidated damages for delay associated with the Design-Build Firm's failure to achieve Substantial Completion and/or Final Completion within the Contract Time, as may be extended pursuant to Paragraph 8.2 of this Contract, shall not exceed a cumulative total of $1,000,000.00. Such Liquidated Damages are not intended to, and do not, liquidate Design-Build Firm's liability under the indemnification provisions of Section 11.4 even though third-party Claims against the Indemnified Party may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

3.3.4 Should Design-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.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 The Contract Price for Phase 1 Preliminary Design Development Work shall be computed separately and independently from the Contract Price for Phase 2 Final Design and Construction Work.

4.1.2 Compensation for Phase 1 Preliminary Design Development Work shall be a lump sum amount of **one million one hundred fifty-one thousand four hundred ninety-four dollars eleven cents ($1,151,494.11)**. Such lump sum amount 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.

4.1.3 Compensation for Phase 2 Final Design and Construction 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 herein. Pursuant to Article II of this Contract, in the event the County elects to negotiate and/or accept the submitted Guaranteed Maximum Price, a GMP Amendment shall be issued and executed by both parties. The GMP as defined herein is the maximum price the County will pay 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 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 for Phase 2 Final Design and Construction. 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.

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.

4.1.3.2 The GMP shall be based upon actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. The GMP will include an allowance within each Work package as determined by the Design-Build Firm

and approved by the County when a maximum price for the Work package has not been determined at the time of the GMP. This allowance will be used as the maximum value for the specific line item and all remaining funds within the Work package will revert to the County after the price is determined through competitive bidding or final pricing by the Design-Build Firm. If an allowance is not included within the Work package, the agreed upon price is the maximum for that item.

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

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

4.1.4 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 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).

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 of 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. 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. Design-Build Firm is not entitled to a Fee on any expenditure from the Construction Contingency. 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 VIII "Changes in the Work" of the Contract, and may only be used for County requested additions and revisions. Expenditures from the County's Contingency must be made by Change Order issued and approved by the County. Design-Build Firm shall not be entitled to any compensation from any unused amounts of the County's Contingency.

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

4.1.7.1 Savings shall be calculated and paid as part of the Final Payment under Section 5.6 of this Contract with the understanding that to the extent Design-Build Firm incurs costs after Final Completion which would have been payable to Design-Build Firm as a Cost of the Work, Design-Build Firm shall be entitled to payment from the County for that portion of such costs what were distributed to County as Savings.

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

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

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

(1) Wages of direct employees of Design-Build Firm performing the Work at the Jobsite, or with the County's agreement, at locations off the Jobsite, provided however, that the costs for those employees of Design-Bild Firm performing design services shall be calculated on the basis of prevailing market rates for design professional performing such services, or, if applicable, those rates set forth in an exhibit to this Contract.
(2) Wages or salaries of Design-Build Firm's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Jobsite or working off-site to assist in the production or transportation of material and equipment necessary for the Work.
(3) Wages or salaries of Design-Build Firm's personnel stationed at Design-Build Firm's principal or branch offices and performing design and Project administration functions. However, such costs shall be excluded from Design-Build Firm's Fee.
(4) Costs incurred by Design-Build Firm for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining Contracts, or which are customarily paid by Design-Build Firm, to the extent such costs are based on wages and salaries paid to employees of Design-Build Firm in performance of the Work on this Contract.
(5) The reasonable portion of the cost of travel, accommodations and meals for Design-Build Firm's personnel necessarily and directly incurred in connection with the performance of the Work, provided the costs are in accordance with County Policy.
(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 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 royalties, licenses, tests and inspections incurred by Design-Build Firm as a requirement of the Contract Documents.

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

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

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

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

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

4.2 Schedule of Values

4.2.1 Prior to the commencement of Phase 1 Preliminary Design Development (and within ten (10) calendar days after receipt of the County's Notice to Proceed for Phase 2 Final Design and Construction), 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. 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. The violation of this provision by Design-Build Firm shall constitute a material breach of this Contract.

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

4.3 Measurement and Payment

4.3.1 Design-Build Firm shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Design-Build Firm for the purpose of determining quantities shall be furnished to the Project Manager upon request. Design-Build Firm shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys.

Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments to Design-Build Firm (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, Design-Build Firm shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Design-Build Firm. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Design-Build Firm to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

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

4.4.4 The County may withhold from each progress payment made to Design-Build Firm an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statues. 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 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 Preliminary Design Development and Phase 2 Final Design and Construction 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:

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

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

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

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

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

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

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

4.6 Withheld Payment

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

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

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

4.7 Final Payment

4.7.1 Phase 1 Preliminary Design 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 Paragraph 5.6.3 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 Preliminary Design and Development. This shall constitute Design-Build Firm's certification that all Services have been properly performed and all charges, costs and expenses have been invoiced to the County. Any other charges, costs or expenses not properly included on this Final Application for Payment are waived by Design-Build Firm.

4.7.2 Phase 2 Final Design and Construction

4.7.2.1 Upon Design-Build Firm's receipt of the Final Certificate for Payment, Design-Build Firm may submit a final Application for Payment provided the following has been completed or submitted with such final payment application:

a) Deliver to the County all Work Product prepared by and for the County under this Contract (as defined in Paragraph 5.7 below);
b) Complete all items applicable to the Work identified in Paragraph 5.4.2;
c) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
d) Consent of Surety for final payment and/or retainage;
e) Final Waiver and Release of Claim signed by Design-Build Firm;
f) Submittal of final corrected as-built (record) Drawings;
g) Settlement of Liquidated Damages, as applicable; and
h) Settlement of liens and Claims, if any.

4.7.2.2 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 request for Final Payment.

4.7.2.3 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 this Agreement, cooperate with the County, and shall perform its responsibilities, obligations and services in a timely manner so as to meet all of its obligations under this Agreement.

5.1.3 Design-Build Firm shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Design-Build Firm performs any portion of the Work where Design-Build Firm knows or reasonably 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 or under direction of the 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 13.18 titled "Written Notice". Any such addition, removal or change is subject to the County's approval.

5.2.2 At all times during construction under Phase 2 of the Project, 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 an unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

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

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

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

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

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

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

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

In the event that hazardous material is improperly handled or stored by Design-Build Firm, its Subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Design-Build Firm shall immediately notify the County and the appropriate governmental or regulatory 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.

5.5 Final Inspection (Phase 2 Final Design and Construction)

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

5.7 Ownership of Work Product

5.7.1 All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Design-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.

5.7.2 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.

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

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

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

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

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

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

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Design-Build Firm may engage Subcontractors as required to perform the Work and fulfill Design-Build Firms obligations under this Contract. Design-Build Firm is required to ensure that Disadvantaged Business or Small Business Enterprises (DBE/SBE), Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) have equal opportunity to receive and participate in any subcontracting opportunities under this Agreement. Design-Build Firm is responsible for complying with the following criteria:

1. Achieve DBE/MBE/WBE/SBE participation by using certified subconsultants and subcontractors; OR
2. If unable to utilize DBE/MBE/WBE/SBE certified subconsultants and subcontractors, submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE/SBE certified subconsultants and subcontractors.

7.1.2 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.

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.

7.1.3 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 satisfactory to the County, Design-Build Firm shall remove such Subcontractor immediately upon written request from the County, 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 a replacement for any such removed Subcontractor. 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 CHANGES IN THE WORK

8.1 General

8.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Design-Build Firm agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

8.1.2 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) calendar 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 the Work under this Contract regardless of any dispute concerning performance of the Work or the amount Design-Build Firm is to be paid for such Work.

8.2 Changes in the Contract Time

8.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Design-Build Firm if a claim for an extension is submitted in accordance with Section 8.1.2 above.

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

8.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Design-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.

8.2.4 Design-Build Firm shall, at no additional cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same.

8.3 Changes in the Contract Price

8.3.1 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 or indirect costs related to the Project incurred by Design-Build Firm and shall in no event include consequential damages of Design-Build Firm.

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

a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Design-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; or
c) By a manner or method mutually agreed by the County and Design-Build Firm.

8.3.3 If no mutual agreement occurs between the County and Design-Build Firm, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Design-Build Firm shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Design-Build Firm that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Design-Build Firm's home office or other non-Project related 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.

8.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Design-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.

8.4 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.

8.5 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 the County, 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.

8.6 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 Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Design-Build Firm cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Design-Build Firm for an equitable adjustment to this Contract under this provision shall be allowed unless Design-Build Firm has given written notice to the Project Manager in strict accordance with the provisions of this Article. **NO REQUEST FOR AN EQUITABLE ADJUSTMENT OR CHANGE TO THE CONTRACT PRICE OR CONTRACT TIME FOR DIFFERING SITE CONDITIONS SHALL BE ALLOWED IF MADE AFTER THE DATE CERTIFIED BY THE PROJECT MANAGER AS THE DATE OF SUBSTANTIAL COMPLETION.**

The failure by Design-Build Firm to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Design-Build Firm of any Claim arising out of or relating to such concealed or unknown condition.

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

9.1 Uncovering Work

9.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Design-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.

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

9.2 Right to Stop Work

If the Work, or any portion thereof, 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.

9.3 County May Accept Defective or Nonconforming Work

9.3.1 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.

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

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

ARTICLE X CONTRACT SUSPENSION AND TERMINATION

10.1 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 will be granted an extension of time as reasonably agreed by both parties. 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) calendar days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

10.2 Termination

10.2.1 The County may by written notice to Design-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.

10.2.1.1The 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. No amount shall be allowed for anticipated profit or unperformed work.

10.2.1.2The 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.

10.2.1.3The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of a termination by the County for cause, Design-Build Firm shall have ten (10) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Design-Build Firm fails to remedy such deficiencies to the satisfaction of the County within the stated time period, the County may 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.

10.2.2 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.

10.2.3 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.

10.2.5 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.

10.2.6 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.

10.2.7 If, after termination by the County for Design-Build Firm's default, it is determined by a Court of competent jurisdiction that Design-Build Firm was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.1.2 above.

ARTICLE XI STANDARD OF CARE, WARRANTY AND INDEMNITY

11.1 Standard of Care

11.1.1 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.

11.2 Warranty

11.2.2 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 first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.2.2 Design-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 Final Completion. Design-Build Firm shall within ten (10) calendar 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.

11.2.3 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 reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Design-Build Firm.

11.2.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Design-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.

11.2.5 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.

11.3 Indemnity

11.3.1 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.

11.3.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, 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.

11.3.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, 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; (b) an amount equal to 100% of the Contract Price up to $100,000,000; and (c) and any amounts paid by or on behalf of Design-Build Firm that are covered by insurance proceeds from insurance policies required under the Contract Documents.

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

11.3.5 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.

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

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

11.3.8 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.

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

11.4 Indemnification and Subcontracts

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

ARTICLE XII INSURANCE AND BONDS

12.1 Design-Build Firm's Insurance Requirements

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

12.1.2 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.

12.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Design-Build Firm including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Design-Build Firm may have to the County or others. Nothing in this Contract limits Design-Build Firm to the minimum required insurance coverages found in this Article XII.

12.2 Additional Insured Endorsements and Certificate Holder

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

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

12.3 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.

12.4 Commercial General Liability

Design-Build Firm shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Design-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.

12.5 Automobile Liability

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

12.6 Professional Liability

Design-Build Firm shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000. Design-Build Firm shall procure and maintain a four (4) year tail coverage upon cancellation or inability to continue with Professional Liability insurance as required herein. Design-Build Firm's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

In the event that Design-Build Firm employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Design-Build Firm shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

12.7 Excess Liability

Prior to commencing Phase 2 Final Design and Construction, Design-Build Firm shall procure and maintain Excess Liability insurance in an amount not less than $5,000,000.00 per occurrence and $5,000,000.00 per aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess of the underlying Employers Liability, Commercial General Liability, and Commercial Automobile Liability insurance coverages. This policy shall be written on an "occurrence" basis and shall be endorsed to name the County as an "Additional Insured".

12.8 Other Requirements

The required insurance limits identified in Sections 12.4 and 12.5 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Design-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.

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

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

12.9 Payment and Performance Bonds

Design-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.

12.11 Warranty Bond

As a condition to the release of Payment and Performance Bonds provided by Design-Build Firm pursuant to Section 12.10 above, Design-Build Firm shall furnish a Warranty Bond in the amount of ten percent (10%) of the Contract Price, guaranteeing the faithful performance of its obligations under the Contract Documents after Final Completion, including payment of claims by Subcontractors. Said bond shall be subject to the approval of the Board of County Commissioners of

St. John's County, Florida and shall remain in effect until the expiration of Design-Build Firm's warranty obligations hereunder, not to exceed one (1) year from the scheduled date of Final Completion or until County elects in writing to release such Warranty Bond, whichever occurs first.

ARTICLE XIII DELIVERY OF DOCUMENTS

Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 14.26 below, the Design-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.

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 XIV MISCELLANEOUS

14.1 Examination of Design-Build Firm's Records

The County or its authorized representative shall, until the expiration of six (6) 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.

14.2 Backcharges

Upon the County's notification to undertake or complete unperformed Construction Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Design-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.

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.

14.3 Applicable Law

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

14.4 Governing Law & Venue

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

14.5 Arbitration

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

14.6 Disputes

If any dispute between the County and Design-Build Firm under this Contract arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Design-Build Firm shall promptly perform the disputed Services.

14.7 Enforcement Costs

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

14.8 Assignment and Arrears

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

14.8.2 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.

14.9 Severability

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

14.10 Section Headings

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

14.11 Disclaimer of Third-Party Beneficiaries

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

14.12 Waiver; Course of Dealing

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

14.13 No Waiver of Sovereign Immunity

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

14.14 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.

14.15 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.

14.16 Survival

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

14.17 Scrutinized Companies Lists

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

14.18 Employment Eligibility and Mandatory Use of E-Verify

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

a. Design-Build Firm shall require each of its subcontractors to provide Design-Build Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of this Contract.

b. The County, Design-Build Firm, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.

d. The County and Design-Build Firm hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

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

f. Design-Build Firm shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.19 Equal Employment Opportunity

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

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

14.19.2 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.

14.19.3 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.

14.19.4 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.

14.19.5 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.

14.19.6 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.

14.19.7 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.

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

14.20 Public Records

14.20.1 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.

14.20.2 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.

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

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

14.21 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.

14.22 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.

14.23 Truth-In-Negotiation Representation

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

14.24 Contingency Fees

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.

14.25 Conflict of Interest

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.

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.

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.

14.26 Written Notice

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

i. Hand delivered to Design-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, FL
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear, Asst. Director,
Purchasing & Contracts
Email: jlocklear@sjcfl.us

SUPERIOR Construction Company Southeast, LLC
7072 Business Park Blvd. N
Jacksonville, FL 32256
Attn: Brian McGarity,
Email Address: bmcgarity@superiorconstruction.com

With a copy to:
St. Johns County

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

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

Design-Build Firm

SUPERIOR Construction Company Southeast, LLC(Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

_____
Printed Name & Title

_____
Date of Execution

ATTEST:
St. Johns County, Florida
Clerk of Circuit Courts & Comptroller

By:_____
Deputy Clerk

_____
Date of Execution

Legally Sufficient:

_____
Office of County Attorney

_____
Date of Execution

St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

July 22, 2022

RE: RFQ 22-15; Design-Build Services for Summer Haven North Old A1A Road Reconstruction

St. Johns County, FL hereby issues this Notice of Intent to Award a contract, upon successful negotiations, to SUPERIOR Construction Company Southeast, LLC, as the top ranked firm under RFQ No: 22-15 based on evaluations of qualifications and subsequent technical and cost proposals. In the event negotiations are unsuccessful, the County reserves the right to cease negotiations and cancel this solicitation.

Any actual Bidder, Proposer, or Supplier 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 St. Johns County Purchasing Policy, and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest shall be made in writing and filed with the Purchasing Division by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be accompanied by a Protest Bond in accordance with Section 13.2 of the SJC Purchasing Policy.

Should the County receive no Protest in response to this notice, in accordance with the SJC Purchasing Policy, the County will proceed with negotiations, and submittal of the negotiated Contract to the Board of County Commissioners for approval to execute.

Please forward all correspondence, requests or inquiries directly to Mr. Greg Lulkoski, Procurement Coordinator at glulkoski@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners
Purchasing Division

Jaime T Locklear

County Representative Signature

Date: 7/22/2022

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

EVALUATION SUMMARY SHEET

Date: **December 2, 2021**

ST. JOHNS COUNTY, FLORIDA **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

	RATER	RATER	RATER	RATER	RATER			
FIRM	Valerie Pacetti	John Burnham	Jason McKay	Douglas Tarbox	Dismissed	TOTAL	RANK	COMMENTS
Superior Construction Company Southeast, LLC	96.0	100.0	102.0	100.0		398.0	1	
Continental Heavy Civil Corp	75.5	94.5	91.0	97.5		358.5	2	
						0.0		
						0.0		
						0.0		
						0.0		
						0.0		

APPROVED: By signing below, both parties have reviewed and approve this evaluation summary of the responses submitted for this RFQ.

Purchasing Manager: _____ Date: 12-06-21

Public Works Director: _____ Date: 12/2/21

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 IN THE COMMENTS SECTION OR ATTACHED TO THIS EVALUATION SUMMARY SHEET.

POSTING TIME/DATE FROM 12:00 p.m. December 3, 2021 UNTIL 12:00 p.m. December 8, 2021.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE NOTICE OF INTENT TO AWARD, PROTEST PROCEDURES PROCEDURES MAY BE OBTAINED FROM THE PURCHASING DEPARTMENT.

ELECTRONIC COPY







ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD A1A ROAD RECONSTRUCTION

RFQ NO: 22-15 | November 18, 2021

SUPERIOR CONSTRUCTION

DRMP

7072 BUSINESS PARK BLVD N, JACKSONVILLE, FL 32256

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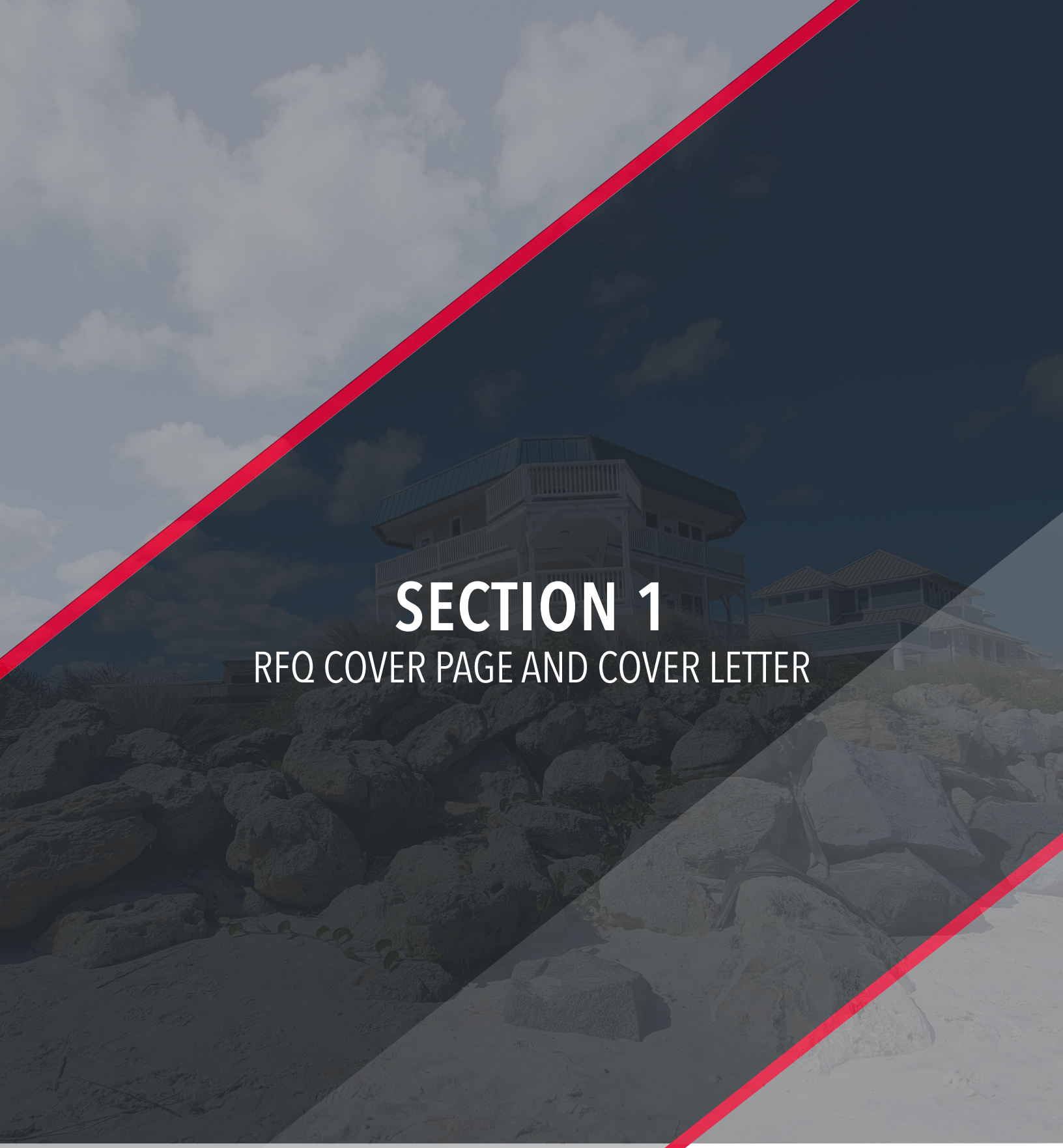
SECTION 2 Company & Staff Qualifications

SECTION 3 Related Experience & References

SECTION 4 Approach & Methodology

SECTION 5 Proposed Project Schedule and Quality & Schedule Control

SECTION 6 Administrative Information



SECTION 1

RFQ COVER PAGE AND COVER LETTER

SUPERIOR CONSTRUCTION

DRMP

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

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 DIVISION
ST. JOHNS COUNTY, FL
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

COMPANY NAME: Superior Construction Company, Southeast, LLC

CONTACT NAME & TITLE: David Nardon, DBIA, Director of Alternative Delivery

CONTACT PHONE NUMBER: 443.604.6582

CONTACT EMAIL ADDRESS: dnardon@superiorconstruction.com

DATE: November 18, 2021

November 18, 2021

Greg Lulkoski, Procurement Coordinator
St. Johns County – Board of County Commissioners
St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084

RE: Request for Proposals: Design-Build Services for Summer Haven North Old A1A Road Reconstruction | RFQ No: 22-15

Dear Greg Lulkoski and Members of the Evaluation Committee:

This Scenic and Historic A1A Highway plays an important role in both Florida's history and growth. Hurricane Matthew caused extensive damage to roads in St. Johns County (County), especially Summer Haven North. This design-build (DB) project will not only restore this portion of the corridor, but it will also improve the infrastructure systems and bring the area up to code and County standards. Superior Construction Company Southeast (SUPERIOR) understands road reconstruction projects, DB procurement, and the intricacies of hurricane repair construction.

FULL LEGAL NAME AND COMPANY TYPE

Superior Construction Company Southeast, LLC | S-Corp

PHYSICAL ADDRESS

7072 Business Park Blvd N, Jacksonville, FL 32256

PRIMARY POINT OF CONTACT

David Nardon, DBIA, Director of Alternative Delivery | M. 443.604.6582 | dnardon@superiorconstruction.com

NAMES AND TITLES OF PRINCIPALS

- Nick Largura – Chief Executive Officer / Owner
- Pete Kelley – Chief Operating Officer
- Scott Witt – Chief Financial Officer
- Kevin McGlinchey – President
- Julian Rozo – Vice President, Operations
- Bobby Naik – Vice President, Preconstruction

BRIEF STATEMENT OF COMPANY HISTORY

SUPERIOR was founded in 1938, expanded to Florida in 1987, and are now in our fourth generation of family ownership and operation. Our foundation has always been in building America's infrastructure. As a Florida general contractor with more than 1,250 employees, we specialize in road construction and emergency repair projects. We have completed 17 projects along A1A, giving us first-hand experience of the complexities involved on this important scenic and historic highway. We are pioneers of DB in Florida, as demonstrated by our more than 32 DB project in Florida since 2002 alone, valued at $1.14B.

BUSINESS PHILOSOPHY

We partner with owners to increase the value finished project and increase your return on investment. We strive to work together to connect communities, enable progress, and support growth. We have a long history of exploring cost-effective approaches to projects that increase public safety as well as the safety of most valuable asset – our employees. One of the many ways we control the cost and schedule is to self-perform all major items of work.

STATEMENT OF INTEREST

We understand the DB Services for Summer Haven North Old A1A Road Reconstruction project to include: design and reconstruction of approximately 1,689 feet of Old A1A in Summer Haven North, including replacing / adjusting the existing revetment, installing steel sheet pile and pile cap, coordinating and relocating utilities, constructing an underground exfiltration system, and reconstructing the roadway.

THE SUPERIOR TEAM HAS MORE THAN 26 YEARS OF EXPERIENCE WORKING IN / FOR ST. JOHN'S COUNTY

We teamed with DRMP, an expert in DB delivery having completed 18 transportation DB projects, to develop and finalize the design for this project. They bring important benefits to the team. Our team has been working for the County since 1995. SUPERIOR's recent history with DRMP includes the SR 9B Phase II DB project – allowing us to build on an existing relationship and leverage our combined DB experience.

We hand-selected each of our key team members for their proven experience in DB projects, first-hand knowledge of the County's policies and procedures, and demonstrated record of successfully delivering complex and time-sensitive projects. Our team is experienced in working in environments with heavy maintenance of traffic (MOT), has innovative solutions to challenging project conditions, and has worked in Northeast Florida. We will leverage our successful past relationships and experiences to work collaboratively with the County to deliver a quality project that maximizes your goals, minimizes the construction schedule, decreases impacts to local traffic and local businesses, and successfully manages the DB process.

WHY THE SUPERIOR TEAM

- DESIGN-BUILD EXPERTS | All members of the SUPERIOR team have extensive DB experience. We will leverage this experience, as well as our experience working together, to develop innovative solutions to increase the County's return on investment, accelerate the project schedule, and maintain open communication with all stakeholders throughout the project.
- FIRST-HAND EXPERIENCE WORKING ON A1A | SUPERIOR has completed 17 projects along the A1A corridor, providing first-hand knowledge of the unique construction challenges working along the ocean. We recently completed a similar project in Flagler County, allowing us to leverage successes with MOT and seawall construction.
- A ST. JOHNS COUNTY TEAMING PARTNER | SUPERIOR met with County officials on June 23, 2021 to give a presentation of the benefits of traditional and Progressive DB project delivery. County representatives included Douglas Tarbox, Jason Sparks, Don Ramdass, and others from the County and procurement. The benefits we presented include:
  - Owner and DB firm alignment early in the project
  - Method to accelerate project schedule
  - Transparency during pricing

SUPERIOR takes our responsibility as stewards to the communities we work and live in seriously. As an integrated partner for this project, we are excited to partner with the County on one of your first DB projects. If you have any questions regarding this submittal, please contact me at 850.393.5129 or kmcglinchey@superiorconstruction.com.

Sincerely,
SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC

Kevin McGlinchey
President, Southeast

7072 BUSINESS PARK BLVD N
JACKSONVILLE, FL 32256
904.292.4240
WWW.SUPERIORCONSTRUCTION.COM

SECTION 2

COMPANY & STAFF QUALIFICATIONS

SUPERIOR CONSTRUCTION

DRMP

SECTION 2: COMPANY & STAFF QUALIFICATIONS

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT A

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for Summer Haven North Old A1A Road Reconstruction.

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") **N/A - Superior Construction Company Southeast, LLC has not been disqualified by any public agency in Florida.**

Superior Construction Company Southeast, LLC
(Full Legal Company Name)

This 18th day of November, 2021

Attest:

By: _____
Name and Title of Officer
Julian Rozo, Manager

APPROVED:

By: _____
Name and Title of Authorized Officer
Bhavin Naik, Manager

As Notarized

By: Catherine H Jackson

(Corporate Seal)

Notary Public State of Florida
Catherine Hanna Jackson
My Commission GG 237231
Expires 07/17/2022

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT B

LICENSES, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license and/or certification listed below to his proposal as instructed.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
SUPERIOR – State of FL General Contractor	CGC1524700	State of Florida	Aug 31, 2022
SUPERIOR – Prequalification	NA	FL Dept of Transportation (FDOT)	April 30, 2022
SUPERIOR – State of FL Cert of Good Standing	L08000095999	State of FL, Dept of State	NA
DRMP – State of FL PE License	2648	State of Florida	NA
DRMP – State of FL PSM License	LB2648	FL Dept of Agriculture and Consumer Services	Feb 28, 2023
DRMP – Prequalification	NA	FL Dept of Transportation (FDOT)	March 31, 2022
DRMP – State of FL Cert of Good Standing	556073	State of FL, Dept of State	Dec 31, 2021
State of FL PE License Timothy "TJ" Lallathin, PE	PE72433	FL Board of Professional Engineers	Feb 28, 2023
State of FL PE License Allen Schrumpf, PE	PE41673	FL Board of Professional Engineers	Feb 28, 2023
State of FL PE License Corey Bloxam, PE	PE82300	FL Board of Professional Engineers	Feb 28, 2023
State of FL PE License Donald Brown, PE	PE59272	FL Board of Professional Engineers	Feb 28, 2023
Prof Wetland Scientist George McLatchey, PWS, CEP	1259	Society of Wetland Scientists Professional Certification Program	May 22, 2025
Cert Env Prof George McLatchey, PWS, CEP	150430	The Academy of Board Certified Environmental Professionals	Dec 31, 2021
State of FL PE License Carlos Martinez, PE	PE51429	FL Board of Professional Engineers	Feb 28, 2023
State of FL PE License Leo Rodriguez, PE	PE78493	FL Board of Professional Engineers	Feb 28, 2023
State of FL PSM License Bill Faust, III, PSM	LS6600	FL Dept of Agriculture and Consumer Services	Feb 28, 2023

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT B Continued

LICENSES, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license and/or certification listed below to his proposal as instructed.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
INTERA – State of FL Cert of Good Standing	F01000004424	State of FL, Dept of State	Dec 31, 2021
INTERA – State of FL PE License	6486	State of Florida DBPR	NA
State of FL PE License Michael Trudnak, PE	PE58200	FL Board of Professional Engineers	Feb 28, 2023
Tierra – State of Florida PE License	9062	State of Florida DBPR	NA
Tierra – Prequalification	NA	FL Dept of Transportation (FDOT)	June 30, 2022
Tierra – State of FL Cert of Good Standing	P92000006561	State of FL, Dept of State	Dec 31, 2021
State of FL PE License Jeremy Sewell, PE	PE62951	FL Board of Professional Engineers	Feb 28, 2023
Quest – State of FL Cert of Good Standing	P95000066089	State of FL, Dept of State	NA

State of Florida
Department of State

I certify from the records of this office that SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 10, 2008.

The document number of this limited liability company is L08000095999.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 14, 2021, 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 Fourteenth day of January, 2021

Secretary of State

Tracking Number: 8665513706CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 9, 2021

SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC
7072 BUSINESS PARK BLVD. N
JACKSONVILLE, FLORIDA 32256

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due **4/30/2022**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
BASCULE BRIDGE REHABILITATION, BRIDGE DECK OVERLAYS, DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY, R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES, SOUNDWALL, WATER & SEWER PLANTS, UNDERGROUND UTILITIES, RETAINING WALL, FENDER SYSTEMS AND POST-TENSIONING.

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

REPENNING, JEFFREY S

SUPERIOR CONSTRUCTION COMPANY
7072 BUSINESS PARK BLVD N
JACKSONVILLE FL 32256

LICENSE NUMBER: CGC1524700
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

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State of Florida
Department of State

I certify from the records of this office that DRMP, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1977.

The document number of this corporation is 556073.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 8, 2021, 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 Eighth day of January, 2021

Secretary of State

Tracking Number: 8386893988CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

March 16, 2021

Lisa Greene, Vice President
DRMP, INC.
941 Lake Baldwin Lane
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

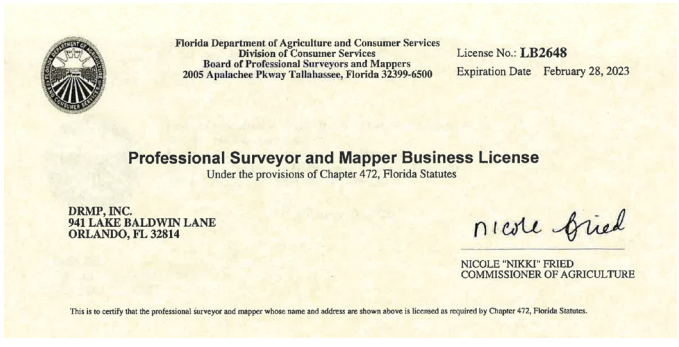
- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

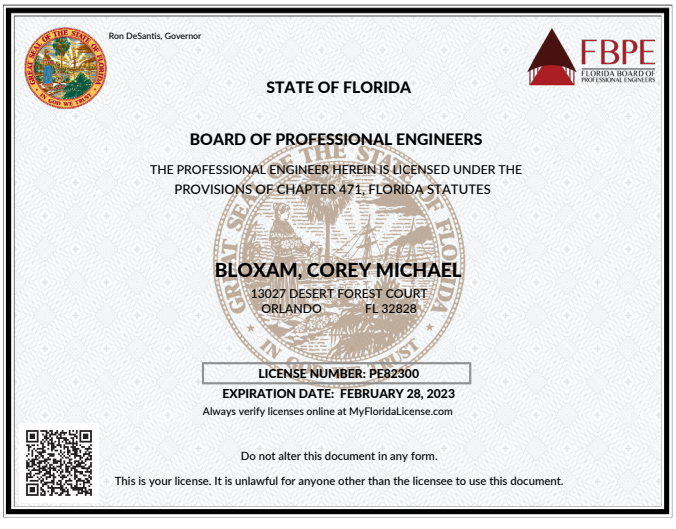
Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

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Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

BROWN, DONALD WILLIAM

337 BAHIA CIRCLE
LONGWOOD FL 32750

LICENSE NUMBER: PE59272
EXPIRATION DATE: FEBRUARY 28, 2023
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RODRIGUEZ, LEO E.

20210 POND APPLE LN
TAMPA FL 33647

LICENSE NUMBER: PE78493
EXPIRATION DATE: FEBRUARY 28, 2023
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LALLATHIN, TIMOTHY J JR

941 LAKE BALDWIN LANE
ORLANDO FL 32814

LICENSE NUMBER: PE72433
EXPIRATION DATE: FEBRUARY 28, 2023
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SCHRUMPF, ALLEN WESLEY

14323 JABOT LANE
ORLANDO FL 32837

LICENSE NUMBER: PE41673
EXPIRATION DATE: FEBRUARY 28, 2023
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MARTINEZ, CARLOS

1112 SCUBA COURT
ORLANDO FL 32828

LICENSE NUMBER: PE51429
EXPIRATION DATE: FEBRUARY 28, 2023
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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6600
Expiration Date February 28, 2023

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

CLYDE WILLIAM FAUST III
237 ELMWOOD DR
SAINT JOHNS, FL 32259-3047

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Authorized Gopher Tortoise Agent

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name:	George McLatchey	Permit Number:	GTA-15-00058**D**
Permittee Address:	5825 Satel Drive ORLANDO, FLORIDA 32810 UNITED STATES	Effective Date: Expiration Date:	**August 17, 2021** **August 27, 2025**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Mark, transport, and release captured gopher tortoises at recipient sites

Permittee Signature: George M Sclatchey Date: 8/18/21

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Eric Seckinger Date: 08/17/2021

Wildlife Diversity Conservation Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 - **revised July 2020**) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.

2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **07/30/2021 application (as supplemented)**, the assurances of which are herein incorporated by reference.

3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.

4 Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.

5 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.

6 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site **and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture** . At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a

PERMIT NO. GTA-15-00058D Page : 1 / 2

State of Florida
Department of State

I certify from the records of this office that INTERA INCORPORATED is a Texas corporation authorized to transact business in the State of Florida, qualified on August 21, 2001.

The document number of this corporation is F01000004424.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 29, 2021, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2021

Secretary of State

Tracking Number: 8353693111CC

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lated License Information Page 1 o

Print

Licensee

Name:	**INTERA INCORPORATED**	License Number:	**9062**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**11/08/2001**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
48877	Current, Active	TARA, PATRICK DAVID	Registry	03/09/2005	Professional Engineer	02/28/2023

ps://www.myfloridalicense.com/relationList.asp?record_cnt=1&LicId=2722696&Lname... 3/8/20

Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

TRUDNAK, MICHAEL EDWARD

405 SOUTH ST
NEPTUNE BEACH FL 32266

LICENSE NUMBER: PE58200

EXPIRATION DATE: FEBRUARY 28, 2023

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State of Florida
Department of State

I certify from the records of this office that TIERRA, INC. is a corporation organized under the laws of the State of Florida, filed on November 20, 1992.

The document number of this corporation is P92000006561.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, 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 Fourth day of January, 2021

Secretary of State

Tracking Number: 0948173578CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

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FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 15, 2021

Luis Mahiquez, President
TIERRA, INC.
7351 Temple Terrace Highway
Tampa, Florida 33637

Dear Mr. Mahiquez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
140.76%	98.99%	1.148%	Reimbursed	No	8.35%	4.08%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Safety, Mobility, Innovation
www.fdot.gov

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TIERRA, INC.
7351 TEMPLE TERRACE HWY
TAMPA FL 33637

LICENSE NUMBER: CA6486
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

SEWELL, JEREMY ASA
886 WOODCREST WAY
OVIEDO FL 32765

LICENSE NUMBER: PE62951
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

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State of Florida
Department of State

I certify from the records of this office that QUEST CORPORATION OF AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on August 25, 1995.

The document number of this corporation is P95000066089.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 15, 2021, 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 Eleventh day of February, 2021

Secretary of State

Tracking Number: 1935191830CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT C

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes X No_____ If yes, please attach additional sheet(s) to include:

   Description of every action Captions of the Litigation or Arbitration

   Amount at issue: $1,087,500.00 Name (s) of the attorneys representing all parties:

   JC Wilson & Associates, P.A. Counsel for Plantiff: Kemcho Investments, LLC, Harne Law Counsel for Defendant 1: Star Trucking, Jimerson Birr Counsel for Defendant 2: Superior

   Amount actually recovered, if any: Case pending in Court

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

   Lamar Lawson - Manager (407) 601-3955

2. List all pending litigation and or arbitration. There are several pending 3rd party claims (passing motorist, pedestrians, etc..), but none are significant or material to the operation of the company. See attached PDF File

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

   There are several pending 3rd party claims (passing motorist, pedestrians, etc.), but none are significant or material to the operation of the company. See Attached

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

   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 _____ No X

   If no, please explain why?

   Claim from Kemcho against Superior has not yet been resolved and it's pending in Court.

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

   Kemcho is pending in Florida State Court in Volusia County (Case No.: 2021-10917-10917-CIDL). Superior's motion to dismiss Kemcho's complaints is pending with the Court.

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:

   * See below

(Use additional or supplemental pages as needed)

During 34 years doing construction business with multiple agencies, Florida Department of Transportation withheld 18 days of liquidated damages on our SR 9B Project. The liquidated damages were a result of regional resource to materials and subcontractors. Superior was able to mitigate a potential 90+ day schedule impact down to a total of 18 days.

CNA SURETY

October 19, 2021

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

RE: Superior Construction Company Southeast, LLC
Project: D/B Services for Summer Haven North Old A1A Road Construction

To Whom It May Concern:

Superior Construction Company Southeast, LLC is a highly regarded and valued client of American Global and Continental Casualty Company ("the CNA Companies"). Superior Construction Company Southeast, LLC is capable of providing Bid, Performance and Payment bonds in excess of $400,000,000 for any single contract and in excess of $1,250,000,000 in the aggregate. Continental Casualty Company is rated by AM Best as A, Class XV and is licensed to do business in all 50 States.

The CNA companies anticipate no difficulty in providing final bonds on behalf of Superior Construction Company Southeast, LLC. Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,
Continental Casualty Company

William G. Griffin
Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Michael A Marino, Krystal Stravato, William G Griffin, Vivian Santiago , Individually

of Miami, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 21st day of June, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of October, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

COMPANY & TEAM ORGANIZATION CHARTS

SUPERIOR teamed with DRMP because of their demonstrated experience with the County and other DB projects. Figure 1 summarizes each of key personnel's experience. Figure 2 on the following page displays our project-specific organization

Figures 3 and 4 display our individual company's organization. Both companies have the depth of resources, extensive DB and other experience, and financial stability to successfully the Summer Haven North Old A1A Road Reconstruction project.

SUPERIOR has established relationships with numerous subcontractors. Upon contract award, we will begin finalizing scopes of work for both self-performing and subcontracting. We will match the specific project needs with the qualifications and experience of each subcontractor to provide the highest value and lowest cost. At this stage of the procurement process, we only anticipate subcontracting asphalt paving services.

Figure 1. Key Personnel Experience

KEY PERSONNEL, TITLE	Design-Build / Alt Delivery	Work In / For St. Johns County	Roadway Reconstruction	Revetment	Steel Sheet Pile	Drainage Enhancements	Utility Coordination	Protected Species
David Blair, Construction Project Manager	■	■	■	■	■	■	■	■
Ethan Schwan, Assistant Project Manager	■	■	■	■	■	■	■	■
Rich Vrtikapa, Superintendent	■	■	■	■	■	■	■	■
David Nardon, DBIA, DB Coordinator	■		■	■	■	■	■	■
Brian McGarity, Project Principal	■	■	■	■	■	■	■	■
Bobby Greer, CSP, CSHT, Safety Director	■	■	■	■	■	■	■	■
Kevin Born, Construction Quality Control (QC) Manager	■	■	■	■	■	■	■	■
TJ Lallathin, Jr., PE, DBIA, Design Project Manager	■		■	■	■	■	■	■
Corey Bloxam, PE, Roadway / MOT, Specifications Package	■	■	■		■	■	■	■
Donald Brown, PE, Drainage	■	■	■	■	■	■	■	■
Leo Rodriguez, PE, Structures	■	■	■	■	■	■	■	■
Carlos Martinez, PE, Signing and Pavement Markings	■	■	■	■	■	■	■	■
George McLatchey, PWS, CEP, Environmental / Permitting	■	■	■	■	■	■	■	■
Merissa Erickson, Utility Coordinator	■	■	■		■	■	■	■
Bill Faust, III, PSM, Survey	■	■	■				■	■
Allen Schrumpf, PE, Design QA / QC Manager	■	■	■		■	■	■	■
Jeremy Sewell, PE, Senior Geotechnical Engineer	■	■	■	■	■	■	■	■
Sara Shepherd, Public Involvement Specialist	■	■	■	■	■	■	■	
Michael Trudnak, PE, Senior Coastal Engineer	■	■	■	■	■			

Figure 2. Project Organizational Chart

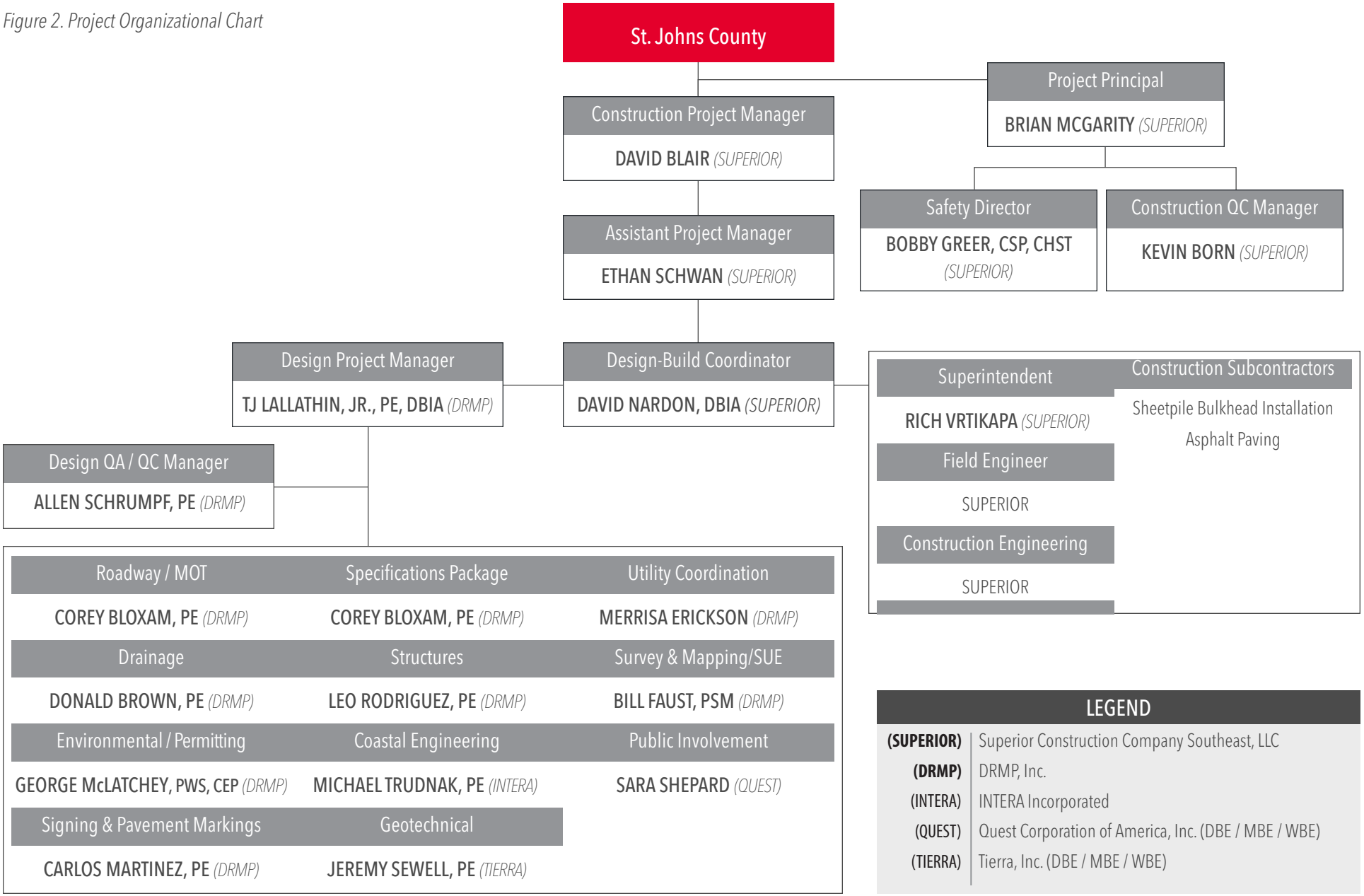


Figure 3. SUPERIOR Company Organization

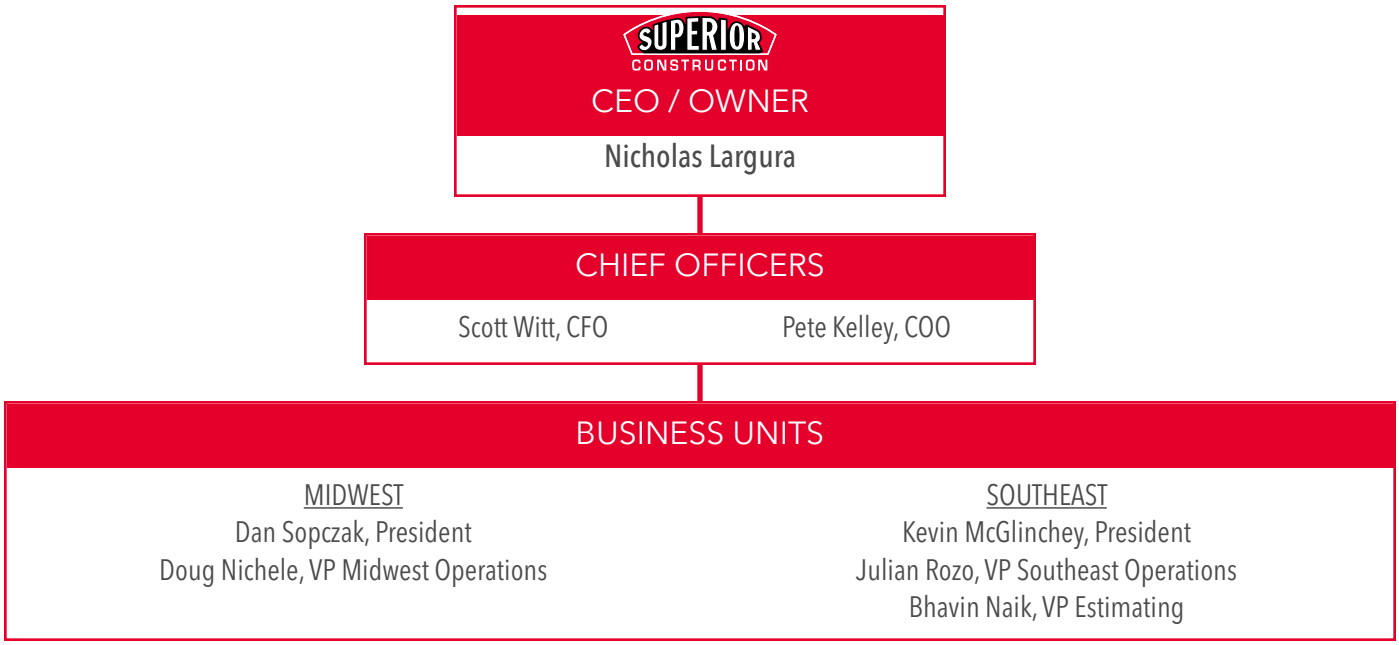
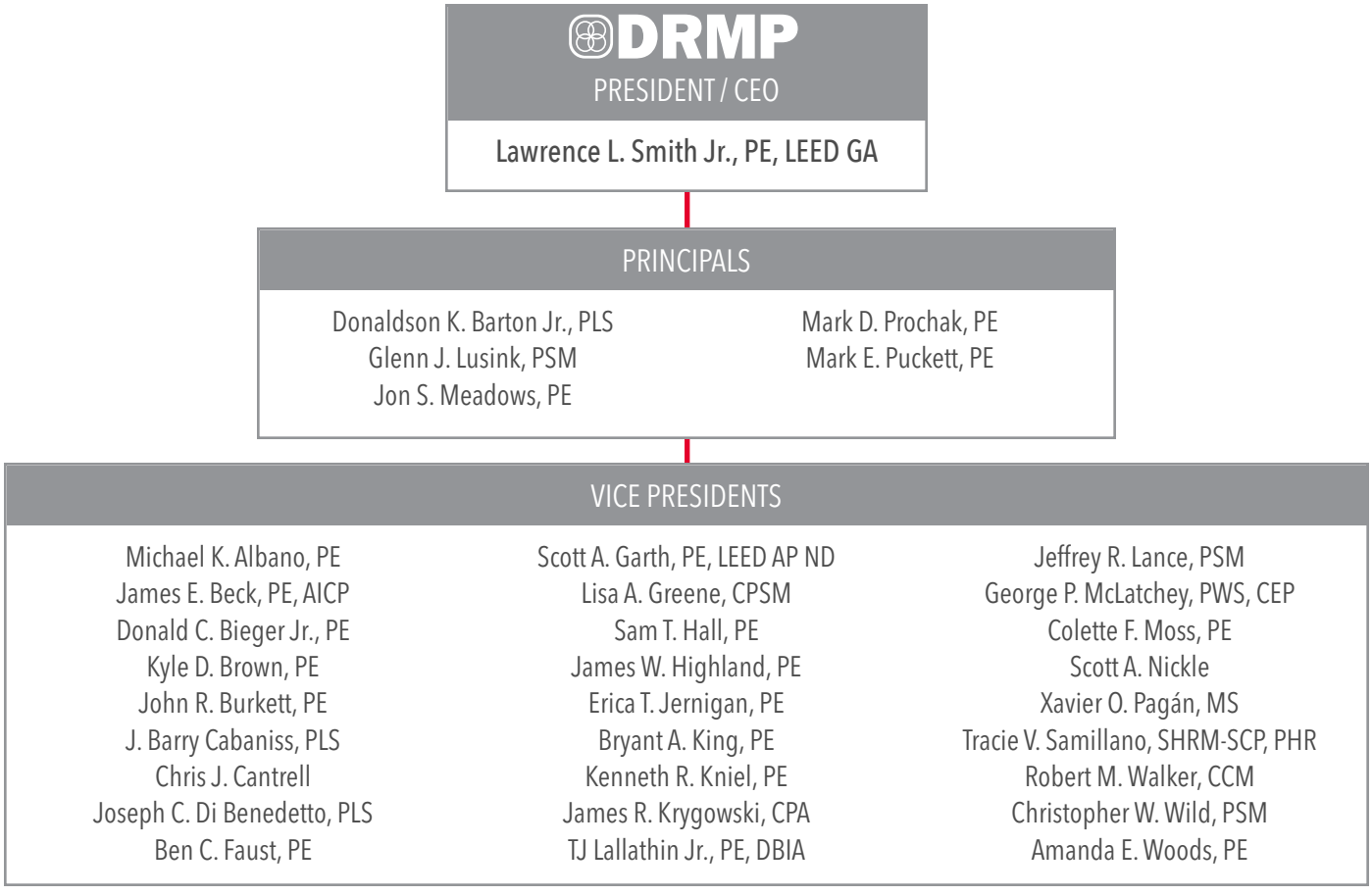


Figure 4. DRMP Company Organization



RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT E

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience
David Blair	Construction Project Manager	7	11
Ethan Schwan	Assistant Project Manager	4	4
Rich Vrtikapa	Superintendent	31	31
David Nardon, DBIA	Design-Build Coordinator	4	44
Brian McGarity	Project Principal	14	14
Bobby Greer, CSP, CHST	Safety Director	4	23
Kevin Born	Construction QC Manager	14	26
TJ Lallathin, Jr., PE, DBIA	Design Project Manager	19	19
Corey Bloxam, PE	Roadway / MOT, Specifications Package	9	10
Donald Brown, PE	Drainage Design	23	23
Leo Rodriguez, PE	Structures Design	1.5	13
Carlos Martinez, PE	Signing and Pavement Markings	29	29
George McLatchey, PWS, CEP	Environmental / Permitting	24	26
Merissa Erickson	Utility Coordinator	<1	7

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT E

KEY PERSONNEL LIST Continued

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience
Bill Faust, III, PSM	Survey	9	33
Allen Schrumpf, PE	Design QA / QC Manager	29	45
Jeremy Sewell, PE	Senior Geotechnical Engineer	9	22
Sara Shepherd	Public Involvement Specialist	4	14
Michael Trudnak, PE	Senior Coastal Engineer	2	24



DAVID BLAIR

Construction Project Manager

VALUE ADDED TO PROJECT:

+Experience working in and with St. Johns County
+Similar project experience on A1A
+Experience with the SUPERIOR team members, providing continuity

Years of Experience

11 Total
7 With SUPERIOR

Education

BS, Construction Management, University of N Florida, 2010

Certifications

OSHA 10-Hour
NAVFAC Construction Quality Control Inspector Certified

Professional Affiliation

Florida Transportation Builders Association

With more than 11 years of experience, David specializes in heavy civil and infrastructure construction. Having worked on some of the largest highway projects in Florida, he has a comprehensive understanding of the best construction technologies, always looking for ways to save the client money. He will leverage his experience with multiple transportation project types with his relationships with governing agencies to ensure the project exceeds all expectations. He will work with the entire project team to ensure seamless transition from design to construction activities, always ensuring safe construction practices. David also has first-hand experience working on the SR A1A corridor. This experience includes utilizing innovative construction techniques to repair hurricane damage, restore environmental conditions, and prevent future damage from storms. He will leverage this experience as he coordinates construction activities to minimize disruptions to surrounding homes and businesses.

RELEVANT PROJECT EXPERIENCE

I-10 WIDENING FROM I-95 TO I-295 DB, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT TWO, PROJECT MANAGER, $176.5M: This DB project will widen a portion of I-10 from six to 10 lanes within the existing right-of-way. The infrastructure improvements include the widening of 19 bridges, replacing a major box culvert under I-10, constructing a pedestrian underpass, improving sound barriers, and replacing pavement for six miles.

SR A1A WIDENING, FDOT DISTRICT TWO, ASSISTANT PROJECT MANAGER, $22.4M: This four-phased project included roadway reconstruction, beach and dune restoration, new utilities, a one-mile auger cast secant wall, complex MOT coordination, a French drain system, and new roadway. Constructed completely underground, the secant wall consists of 1,847 interlocking fiberglass-reinforced polymer rebar. SUPERIOR also installed a French drain system as part of the utility improvements. This self-draining system consists of 7,200 LF of perforated pipe and 83 drainage structures.

SILVERLEAF AT CR 2209 AND SR 16, WHITE'S FORD TIMBER, ASSISTANT PROJECT MANAGER, $18M: This 6.3-mile, two-phase project – **located in St. Johns County** – cleared a 526-acre area in preparation for future construction and development. Specific project components included clearing and grubbing, erosion control, earthwork, and storm water management facilities, and various roadway improvements. SUPERIOR coordinated with all utility companies to provide no disruption or outages, as well as coordinated directly with the County for MOT and roadway construction coordination.

RACE TRACK RD OVER DURBIN CREEK DB, ST. JOHNS COUNTY, ASSISTANT PROJECT MANAGER, $7.9M: This **St. Johns County** project included a four-lane paved section from the existing Race Track Rd and Bartram Park Blvd intersection, while connecting to Peyton Pkwy with a signalized intersection. The project also included a new bridge over Durbin Creek and existing bridge widening and full approach slab reconstruction. SUPERIOR partnered with the developer to allow for future roadway widening to six lanes.



ETHAN SCHWAN

Assistant Project Manager

VALUE ADDED TO PROJECT:

+Experience working in and with St. Johns County
+Similar project experience on A1A
+Experience with the SUPERIOR team members, providing continuity

With nearly five years of experience, Ethan has experience on complex, multi-million dollar transportation projects. His attention to detail allow him the ability to successfully plan, schedule, and meet budget expectations by maintaining proper cost controls. He will work with the entire team to ensure coordination and open communication.

Years of Experience

4 Total
4 With SUPERIOR

Education

MS, Construction Management, University of N Florida, 2019

BS, Construction Management, University of N Florida, 2018

Certifications

OSHA 30-Hour
FDOT Advanced MOT
3D Lift Planning – Level 2

RELEVANT PROJECT EXPERIENCE

SR A1A WIDENING, FDOT DISTRICT TWO, PROJECT ENGINEER, $22.4M:
This four-phased project included roadway reconstruction, beach and dune restoration, new utilities, a one-mile auger cast secant wall, complex MOT coordination, a French drain system, and new roadway. Constructed completely underground, the secant wall consists of 1,847 interlocking fiberglass-reinforced polymer rebar. SUPERIOR also installed a French drain system as part of the utility improvements. This self-draining system consists of 7,200 LF of perforated pipe and 83 drainage structures.

CR 2209 AND CR 244 INTERSECTION IMPROVEMENTS, ST. JOHNS COUNTY, ASSISTANT PROJECT MANAGER, $829K: This project replaced the existing bridge over Black Creek with a new seven-span, four-lane bridge structure. The project also reconstructed nearly one mile of Russell Rd (CR 209) from two to four lanes. Roadway improvements included 31,000 SF of permanent sheet pile retaining wall and 81,000 SF of temporary sheet pile. The SUPERIOR team redesigned bridge into a five-span, pile supported structure consisting of 4,500 LF of 30-in square concrete piling and 4,467 LF of 45-in Florida I-Beam. By widening the structure 18 in, we were also able to eliminate the temporary bridge.

I-10 WIDENING FROM I-95 TO I-295 DB, FDOT DISTRICT TWO, ASSISTANT PROJECT MANAGER, $176.5M: This DB project will widen a portion of I-10 from six to 10 lanes within the existing right-of-way. The infrastructure improvements include the widening of 19 bridges, replacing a major box culvert under I-10, constructing a pedestrian underpass, improving sound barriers, and replacing pavement for six miles.

CECIL AIRPORT RUNWAY REHABILITATION, JACKSONVILLE AVIATION AUTHORITY, ASSISTANT PROJECT MANAGER, $5.9M: This two-phased, runway rehabilitation project includes the complete removal and reconstruction of the center 50-ft wide keel section for the concrete pavement section located on both ends of Runway 18L-36R. SUPERIOR used Portland Cement Concrete (PCC) pavement throughout the project. The keel replacement provides rehabilitation of the central and most critical portion of the runway.



RICH VRITKAPA

Superintendent

VALUE ADDED TO PROJECT:

+Marine construction experience
+Similar project experience on A1A
+Experience with the SUPERIOR team members, providing continuity

Years of Experience

31 Total
31 With SUPERIOR

Certifications

OSHA 30-Hour, 10-Hour
American Traffic Safety Services Association (ATSSA) | Florida Advanced Work Zone Traffic Control, Certified Worksite Construction Outreach Program

With more than 30 years of heavy civil construction experience, Rich specializes in utilizing cranes for major lifts. His experience provides him with a working knowledge of all procedures and requirements including verifying loads, implementing traffic controls, ensuring rigging and other personal protective equipment, and balancing loads properly. Rich works together with our safety professionals to ensure that all company safety measures are implemented and followed, ultimately providing additional safety for our crews and the traveling public. Rich's additional experience includes the design and review of specialty formwork solutions and planning large concrete pours.

RELEVANT PROJECT EXPERIENCE

SR A1A WIDENING, FDOT DISTRICT TWO, SUPERINTENDENT, $22.4M: This four-phased project included roadway reconstruction, beach and dune restoration, new utilities, a one-mile auger cast secant wall, complex MOT coordination, a French drain system, and new roadway. Constructed completely underground, the secant wall consists of 1,847 interlocking fiberglass-reinforced polymer rebar. SUPERIOR also installed a French drain system as part of the utility improvements. This self-draining system consists of 7,200 LF of perforated pipe and 83 drainage structures.

SR 200 (SR A1A) WIDENING, FDOT DISTRICT TWO, SUPERINTENDENT, $60M: This five-mile project widens a current four-lane divided highway to six lanes. The project includes water and force main installation / relocation; new 216 ft bridge; 54,500 LF of storm drainage; 530 drainage structures; new sidewalks; seven new stormwater ponds, excavation, and embankment.

I-10 WIDENING FROM I-95 TO I-295 DB, FDOT DISTRICT TWO, SUPERINTENDENT, $176.5M: This DB project will widen a portion of I-10 from six to 10 lanes within the existing right-of-way. The infrastructure improvements include the widening of 19 bridges, replacing a major box culvert under I-10, constructing a pedestrian underpass, improving sound barriers, and replacing pavement for six miles.

SR 9B PHASE III DB, FDOT DISTRICT TWO, SUPERINTENDENT, $79M: SR 9B Phase III – **located in St. Johns County** – improves direct access to I-95 and I-295 with nine bridge structures, eight new overpass bridges, a prefabricated pedestrian bridge, an intelligent transportation system, and lighting. This DB project increases economic development, connectivity, capacity, safety, and mobility for thousands of travelers.

COASTLINE DRIVE & LIBERTY STREET BRIDGE REPLACEMENT DB, CITY OF JACKSONVILLE, SUPERINTENDENT, $25M: This high-profile project connects the Riverwalk to the Jacksonville Sports Complex. SUPERIOR demolished four elevated structures, reconstructed Coastline Drive and Liberty Street over St. Johns River, and salvaged debris from two superstructure collapses. A key challenge was working within the marine environment which required the use of SUPERIOR's marine fleet.

BEACH BOULEVARD / KERNAN BOULEVARD INTERCHANGE DB, JACKSONVILLE TRANSPORTATION AUTHORITY, SUPERINTENDENT, $31M: The project included the construction of a new six-lane urban interchange at the Beach Blvd (US 90) and Kernan Blvd intersection in Jacksonville. The structure consists of a three-span continuous steel plate girder bridge with integral, post tensioned caps. The 515-ft bridge is located on a 2,292-ft radius horizontal curve. Additional components included the construction of MSE walls, various utilities, and 12-ft multi-use paths.



DAVID NARDON, DBIA

Design-Build Coordinator

VALUE ADDED TO PROJECT:

+DB expert with more than 20 DB projects valued at $1B
+Coastal construction experience
+Proven experience completing multiple FDOT projects, inducing DB, allowing him to drive progress towards a successful completion

Years of Experience

44 Total
4 With SUPERIOR

Professional Registration

Design-Build Institute of America (DBIA) Professional, 2019

Professional Affiliation

DBIA Florida Region
American Society of Civil Engineers

From playing with Tonka® trucks to operating the real thing, David realized his childhood vision of being a builder. His dad was in the construction industry and instead of playing with friends, He spent his summers and weekends helping on projects. Fast forward, David is a leader in alternative and integrated project delivery across the globe. He has an unsurpassed understanding of all aspects of heavy civil construction from pursuing nearly $30B of DB and traditional projects, of which $24.1B were alternative project delivery including DB. He has delivered more than $7.6B in infrastructure. David's holistic vision of construction enables him to identify and strategize for DB procurement. He actively participates and manages DB and public-private partnership pursuits.

RELEVANT PROJECT EXPERIENCE

I-10 WIDENING FROM I-95 TO I-295 DB, FDOT DISTRICT TWO, DB COORDINATOR, $176.5M: This DB project will widen a portion of I-10 from six to 10 lanes within the existing right-of-way. The infrastructure improvements include the widening of 19 bridges, replacing a major box culvert under I-10, constructing a pedestrian underpass, improving sound barriers, and replacing pavement for six miles.

US 1 OVER I-20 INTERCHANGE IMPROVEMENT DB, SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, DB COORDINATOR, $38.1M:The US 1 bridge over I-20 will be replaced in addition to several roadway improvements. Multiple proposed improvements include a new I-20 westbound ramp, new wider I-20 overpass, a new ramp from US 1 northbound onto I-20 eastbound, a new bridge connecting Cedar Road with Dooley Road, and a relocated signalized intersection.

I-20 OVER THE SAVANNAH RIVER BRIDGE REPLACEMENT DB, GEORGIA DEPARTMENT OF TRANSPORTATION, DB COORDINATOR, $71.9M: The project will widen 1.8 miles of I-20, replace four bridges over the Augusta Canal and Savannah River, and improve intersections. By widening from four to six lanes, the reconstructed bridges will safely support current and future traffic volumes. The infrastructure improvements will enhance safety and improve operational efficiency while minimizing disturbance to the environment and traveling public.

US 331 CHOCTAWHATCHEE BAY BRIDGE DB, FDOT DISTRICT TWO, DB MANAGER, $118M: The 2.5-mile bridge reconstruction included a 400-ft fishing pier, boat ramps, docks, and a public park. The scope of work required fender system replacement as well as other associated road work. Noise levels during the pile driving operation were also carefully monitored to protect the marine life surrounding the project.

US 90 OVER BAY ST LOUIS BRIDGE DB, MDOT, DB PROGRAM MANAGER, $292M: This 1.9-mile, four-lane, concrete bridge replaced a bridge destroyed by Hurricane Katrina. The scope included construction of pile bents and waterline footings, piers, erection of precast bulb tees, and spliced bulb tees with spans of 250 LF, deck, and approach work.

BNA TERMINAL ACCESS ROAD IMPROVEMENTS PROGRESSIVE DB, METROPOLITAN NASHVILLE AIRPORT AUTHORITY, DB INTEGRATION MANAGER, $160M:As part of a progressive DB, SUPERIOR is building roadway improvements for greater capacity and improve traffic circulation. This project expands the terminal loop roadway and increases travel lanes. Additional improvements include a consolidated toll plaza and expanded waiting area.



BRIAN McGARITY

Project Principal

VALUE ADDED TO PROJECT:

+Proven experience working for and in St. Johns County
+Established relationships with team, providing cohesiveness
+Demonstrated expertise in marine environment construction including projects on A1A

When Brian graduated college–recognizing his strengths in math, love for the outdoors and interest in building things–he applied his civil engineering knowledge in the construction industry. His specialties are heavy civil and infrastructure construction including some of the largest highway projects in Florida. From helping clients overcome their unique challenges on a variety of large, multidisciplinary projects to working on unique bridge projects within SUPERIOR, Brian enjoys collaborating and leading teams through a range of initiatives. Brian has a knack for finding ways to save clients money through his comprehensive understanding and technical ingenuity.

Years of Experience

14 Total
14 With SUPERIOR

Education

BS, Civil Engineering, University of North Florida, 2007

Certifications

OSHA 10-Hour
FDOT Advanced MOT
Level I Concrete Testing Technician, American Concrete Institute (ACI)

RELEVANT PROJECT EXPERIENCE

I-10 WIDENING FROM I-95 TO I-295 DB, FDOT DISTRICT TWO, PROJECT PRINCIPAL, $176.5M: This DB project will widen a portion of I-10 from six to 10 lanes within the existing right-of-way. The infrastructure improvements include the widening of 19 bridges, replacing a major box culvert under I-10, constructing a pedestrian underpass, improving sound barriers, and replacing pavement for six miles.

SR A1A WIDENING, FDOT DISTRICT TWO, PROJECT MANAGER, $22.4M: This four-phased project included roadway reconstruction, beach and dune restoration, new utilities, a one-mile auger cast secant wall, complex MOT coordination, a French drain system, and new roadway. Constructed completely underground, the secant wall consists of 1,847 interlocking fiberglass-reinforced polymer rebars. SUPERIOR also installed a French drain system as part of the utility improvements. This self-draining system consists of 7,200 LF of perforated pipe and 83 drainage structures.

SILVERLEAF AT CR 2209 AND SR 16, WHITE'S FORD TIMBER, PROJECT MANAGER, $18M: This 6.3-mile, two-phase project – **located in St. Johns County** – cleared a 526-acre area in preparation for future construction and development. Specific project components included clearing and grubbing, erosion control, earthwork, and storm water management facilities, and various roadway improvements. SUPERIOR coordinated with all utility companies to provide no disruption or outages, as well as coordinated directly with the County for MOT and roadway construction coordination.

RACE TRACK RD OVER DURBIN CREEK DB, ST. JOHNS COUNTY, PROJECT MANAGER, $7.9M: This **St. Johns County** project included a four-lane paved section from the existing Race Track Rd and Bartram Park Blvd intersection, while connecting to Peyton Pkwy with a signalized intersection. The project also included a new bridge over Durbin Creek and existing bridge widening and full approach slab reconstruction. SUPERIOR partnered with the developer to allow for future roadway widening to six lanes.



BOBBY GREER, CSP, CHST

Safety Director

VALUE ADDED TO PROJECT:

+Proven and award-winning construction safety expert
+Experience working in and for the County, providing adherance to strict safety protocols

Bobby has more than 23 years of experience in the health, safety, and environment field specializing in heavy civil construction projects. As a safety professional, he has a personal commitment to everyone returning home safely each night. He will work with the entire project team to coordinate all safety aspects during construction. He will also work with the team prior to construction to provide constructibility reviews from a safety perspective. Bobby will leverage his industry experience to implement project safety plans and adherence to all company safety practices.

Years of Experience

23 Total
4 With SUPERIOR

Education

MPH, Public Health, Tulane University, 2008

BS, Safety Management, Indiana State University, 1998

Certifications

Certified Safety Professional (CSP)

Associate Safety Professional (ASP)

Construction Health & Safety Technician (CHST)

Qualified Stormwater Management Inspector

OSHA | 500-Hour, Qualified Person – Fall Protection

American Transportation Safety Services Association (ATSSA) Certified

RELEVANT PROJECT EXPERIENCE

I-10 WIDENING FROM I-95 TO I-295 DB, FDOT DISTRICT TWO, SAFETY MANAGER, $176.5M: This DB project will widen a portion of I-10 from six to 10 lanes within the existing right-of-way. The infrastructure improvements include the widening of 19 bridges, replacing a major box culvert under I-10, constructing a pedestrian underpass, improving sound barriers, and replacing pavement for six miles.

SR A1A WIDENING, FDOT DISTRICT TWO, SAFETY MANAGER, $22.4M: This four-phased project included roadway reconstruction, beach and dune restoration, new utilities, a one-mile auger cast secant wall, complex MOT coordination, a French drain system, and new roadway. Constructed completely underground, the secant wall consists of 1,847 interlocking fiberglass-reinforced polymer rebars. SUPERIOR also installed a French drain system as part of the utility improvements. This self-draining system consists of 7,200 LF of perforated pipe and 83 drainage structures.

SILVERLEAF AT CR 2209 AND SR 16, WHITE'S FORD TIMBER, SAFETY MANAGER, $18M: This 6.3-mile, two-phase project – **located in St. Johns County** – cleared a 526-acre area in preparation for future construction and development. Specific project components included clearing and grubbing, erosion control, earthwork, and storm water management facilities, and various roadway improvements. SUPERIOR coordinated with all utility companies to provide no disruption or outages, as well as coordinated directly with the County for MOT and roadway construction coordination.

RACE TRACK RD OVER DURBIN CREEK DB, ST. JOHNS COUNTY, SAFETY MANAGER, $7.9M: This **St. Johns County** project included a four-lane paved section from the existing Race Track Rd and Bartram Park Blvd intersection, while connecting to Peyton Pkwy with a signalized intersection. The project also included a new bridge over Durbin Creek and existing bridge widening and full approach slab reconstruction. SUPERIOR partnered with the developer to allow for future roadway widening to six lanes.



KEVIN BORN

Construction QC Manager

VALUE ADDED TO PROJECT:

+Experience working in and for the County
+Proven experience working in and knowledge of the SR A1A corridor
+Understanding of DB delivery and demonstrated ability to work with the team, including design, for constructability reviews

With more than 26 years of experience, Kevin specializes in heavy civil construction with an emphasis on quality control (QC). He spearheaded the implementation of our QC testing and sampling department in 2011 with our I-295 / Collins Road Interchange & Collector-Distributor Road System project. Kevin will work with project management staff to schedule testing as to not interfere with ongoing project operations. He will also ensure what is being built is what was designed and brings the most value to the owner and the travelers.

Years of Experience

26 Total
14 With SUPERIOR

Education

BA, American Institute of Paralegal Studies, 1990

Registrations / Certifications

FDOT Construction Training & Qualification Program | Quality Control Manager, Concrete Construction Inspector I & II, Earthworks Construction Inspector I & II

OSHA 10-Hour

FDOT Advanced MOT

RELEVANT PROJECT EXPERIENCE

I-10 WIDENING FROM I-95 TO I-295 DB, FDOT DISTRICT TWO, CONSTRUCTION QC MANAGER, $176.5M: This DB project will widen a portion of I-10 from six to 10 lanes within the existing right-of-way. The infrastructure improvements include the widening of 19 bridges, replacing a major box culvert under I-10, constructing a pedestrian underpass, improving sound barriers, and replacing pavement for six miles.

SR A1A WIDENING, FDOT DISTRICT TWO, CONSTRUCTION QC MANAGER, $22.4M: This four-phased project included roadway reconstruction, beach and dune restoration, new utilities, a one-mile auger cast secant wall, complex MOT coordination, a French drain system, and new roadway. Constructed completely underground, the secant wall consists of 1,847 interlocking fiberglass-reinforced polymer rebars. SUPERIOR also installed a French drain system as part of the utility improvements. This self-draining system consists of 7,200 LF of perforated pipe and 83 drainage structures.

SILVERLEAF AT CR 2209 AND SR 16, WHITE'S FORD TIMBER, CONSTRUCTION QC MANAGER, $18M: This 6.3-mile, two-phase project – **located in St. Johns County** – cleared a 526-acre area in preparation for future construction and development. Specific project components included clearing and grubbing, erosion control, earthwork, and storm water management facilities, and various roadway improvements. SUPERIOR coordinated with all utility companies to provide no disruption or outages, as well as coordinated directly with the County for MOT and roadway construction coordination.

RACE TRACK RD OVER DURBIN CREEK DB, ST. JOHNS COUNTY, CONSTRUCTION QC MANAGER, $7.9M: This **St. Johns County** project included a four-lane paved section from the existing Race Track Rd and Bartram Park Blvd intersection, while connecting to Peyton Pkwy with a signalized intersection. The project also included a new bridge over Durbin Creek and existing bridge widening and full approach slab reconstruction. SUPERIOR partnered with the developer to allow for future roadway widening to six lanes.



TJ LALLATHIN, JR. PE, DBIA

Design Project Manager

DRMP

VALUE ADDED TO PROJECT:

+ Highly experienced in the delivery of DB projects
+ Previous coastal DB experience
+ Past active involvement in 15 DB projects in Florida

TJ Lallathin Jr., PE, is the Vice President of Alternative Delivery and a Senior Project Manager for DRMP. He has been actively involved in the pursuit of more than 35 DB projects in Florida and has the knowledge and experience to achieve the perfect balance between the client and the contractor. He has 19 years of experience and has led many single and multiple bridge projects, overseeing complete plans production and design.

Years of Experience

19 Total
19 With DRMP

Education

BS, Civil Engineering, University of Central Florida, 2006

Professional Registration

Professional Engineer, No. 72433, Florida, 2011

Certification

Design-Build Institute of America (DBIA) Professional, 2021

RELEVANT PROJECT EXPERIENCE

WEKIVA PARKWAY SECTION 8 INTERCHANGE DB, FDOT DISTRICT FIVE, DESIGN PROJECT MANAGER, $255M: New limited access toll road and systems interchange with 20 new bridges and two bridge widenings. Our team's innovative design improved operations and safety, reduced overall impacts, long-term maintenance needs, and saved more than $25 million in project costs.

SR 538 (POINCIANA PARKWAY) WIDENING DB, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX), DESIGN PROJECT MANAGER, $93M: This project widened SR 538 from a two lane undivided roadway to a four lane divided expressway for 6.5 miles. This project includes the design of three new bridges. The bridge over the Reedy Creek Mitigation Bank is over a mile long, designed to minimize environmental impacts and has minimum vertical clearance that allows the safe passage of wildlife below. The DB team's innovative designs included a revised pile configuration that saved $5 million in project costs.

SR 15/SR 600 (US 17/92) INTERCHANGE AT SR 436 DB, FDOT DISTRICT FIVE, DESIGN PROJECT MANAGER & STRUCTURES ENGINEER OF RECORD, $22M: This project included of a single-point urban interchange (SPUI) at SR 15/600 (US 17/92) and SR 436. The interchange elevated four lanes of SR 15/600 (US 17/92) over SR 436 at what was previously an at-grade intersection. The project constructed the bridge over SR 436 with 209-foot-long FIB-96 beams, currently the longest ones in the U.S. which saved more than $2 million in project costs.

A. MAX BREWER BRIDGE REPLACEMENT DB, FDOT DISTRICT FIVE, STRUCTURES PROJECT ENGINEER, $45M: Replacement of an existing swing span bridge with a new 3,207-ft high level bridge over the Indian River and the Intracoastal Waterway. The project also involved MSE wall bridge approaches, seawalls, a 300-ft long cast-in-place concrete fishing pier and a 200-foot long, four-span double-tee beam pedestrian bridge over the Indian River Relief Channel.

CENTER FIXED BRIDGE AND SOUTH FIXED BRIDGE REPLACEMENTS, GASPARILLA ISLAND BRIDGE AUTHORITY (GIBA), STRUCTURES PROJECT ENGINEER, $16M: Replacement of the center fixed bridge and south fixed bridge, including a temporary bridge, a bulkhead wall to protect the abutments and retaining wall. The bridge designs included consideration of significant anticipated scour, vessel impact and wave impact forces. This project was designed on an aggressive schedule so that construction could coincide with periods of reduced seasonal traffic volumes. The public involvement process was extensive as consensus was built and maintained for the duration of the project.

SR 9B PHASE II DB, SUPERIOR – FOR FDOT DISTRICT TWO, STRUCTURES ENGINEER OF RECORD, $95M: This project included two twin bridge sites. The first site included FIB-54s supported by end bents founded on spread footings. Spread footings were used instead of driven pile to accelerate the schedule and reduce construction costs. The second site included FIB-78s supported by end bents and a standard pier founded on 24-inch square prestressed concrete piles. This FIB 78 superstructure alternative provided a cost and time savings.



COREY BLOXAM, PE

Roadway / MOT / Specificatons Package

DRMP

VALUE ADDED TO PROJECT:

+ Strong knowledge in county and municipal roadway design
+ Highly experienced in the delivery of DB projects
+ FDOT MOT and Specifications certified

Corey Bloxam, PE, is a Project Manager in DRMP's Transportation Division. He has acquired a knowledge base in roadway design and is skilled in project management and producing plans for transportation projects. He is proficient in MicroStation, OpenRoads Designer, GEOPAK and AutoCAD Civil 3D. He is also experienced in the preparation of design calculations and design reports. These include pavement design, typical section package, horizontal and vertical geometry, superelevation layout, guardrail calculations, limited access interchange design and intersection designs.

Years of Experience

10 Total
9 With DRMP

Education

BS, Civil Engineering, University of Central Florida, 2012

Professional Registration

Professional Engineer, No. 82300, Florida, 2017

Certifications

FDOT Advanced MOT
FDOT Specifications

RELEVANT PROJECT EXPERIENCE

I-4 AT SR 557 INTERCHANGE DB, FDOT DISTRICT ONE, ROADWAY AND MOT ENGINEER OF RECORD, $71M: Reconstruction of an interchange to a diamond with dual tear-drop roundabouts, realignment of I-4 to accommodate for the future High-Speed Rail corridor as well as the I-4 Master Plan (Ultimate) Typical section, reconstruction of SR 557 from two to four lanes, a new bridge over I-4, a new wildlife culvert crossing, and a wildlife crossing under I-4. Our team's innovative alternative technical concepts include a shift of the SR 557 bridge that expedited the project schedule and saving $1 million in project costs.

SR 538 (POINCIANA PARKWAY) WIDENING DB, CFX, ROADWAY AND MOT ENGINEER OF RECORD, $93M: This project widened SR 538 from a two lane undivided roadway to a four lane divided expressway for 6.5 miles. This project includes the design of three new bridges. The bridge over the Reedy Creek Mitigation Bank is over a mile long, designed to minimize environmental impacts and has minimum vertical clearance that allows the safe passage of wildlife below. The DB team's innovative designs included a revised pile configuration that saved $5 million in project costs.

OLD KINGS ROAD RECONSTRUCTION, CITY OF PALM COAST, ROADWAY ENGINEER OF RECORD, $6.5M: Rehabilitation and reconstruction of this existing 3.5-mile, rural two lane facility, to a four lane urban facility including drainage, permitting, MOT, American Disabilities Act (ADA) updates, signing and pavement markings, signalization, lighting, structures, utility coordination, surveying, subsurface utility engineering, right-of-way acquisition and public involvement.

PALM COAST PARKWAY WIDENING, CITY OF PALM COAST, ROADWAY PROJECT ENGINEER, $11.7M: Roadway widening for 1.5 miles from a four lane suburban section to a six lane urban facility including drainage, signing and pavement markings, signals, lighting, landscaping, and public involvement. The project was a local agency program (LAP) project between the City of Palm Coast and FDOT District Five.

SR 223, STARKE BYPASS SEGMENT 2, FDOT DISTRICT TWO, ROADWAY PROJECT ENGINEER, $48.9M: A new 2.2-mile, four lane rural facility, milling and resurfacing of existing side streets, drainage, permitting, two bridges, MOT, utility coordination, signing and pavement markings, signalization, right-of-way acquisition, and public involvement.

SR 5 / US 1 FROM BOWDEN TO I-95, FDOT DISTRICT TWO, ROADWAY PROJECT ENGINEER: Rehabilitation of this 3.2-mile, four lane facility, ADA updates, drainage, permitting, MOT, utility coordination, signing and pavement markings, and signalization.



DONALD BROWN, PE

Drainage

DRMP

VALUE ADDED TO PROJECT:

+ Extensive experience with DB drainage design
+ Strong knowledge of permitting requirements
+ Expert in stormwater management systems

Years of Experience

23 Total
23 With DRMP

Education

BS, Civil Engineering, University of Florida, 1997

Professional Registration

Professional Engineer , No. 59272, Florida, 2003

Donald Brown, PE, is a Project Manager and Department Manager of DRMP's Water Resources Department. He is responsible for the management and development of stormwater management systems and permitting for transportation projects. His areas of expertise include drainage design oversight, permitting of stormwater management systems (primary and secondary), floodplain modeling, bridge hydraulics analysis, pond siting analysis and QA/QC. He has acquired a strong knowledge base in environmental regulatory permitting at the federal, state and local levels. His experience includes conventional and DB, widening and new construction projects for FDOT and municipalities.

RELEVANT PROJECT EXPERIENCE

SR 313, FDOT DISTRICT TWO, SENIOR DRAINAGE ENGINEER: This project located in St. Johns County included a new 4.1-mile, six lane roadway with urban and suburban typical sections, four bridges, stormwater treatment facilities, permitting, widening, milling and resurfacing, MOT, utility coordination, signing and pavement marking, signalization, survey, and right-of-way maps.

5TH STREET OVER YACHT CLUB CUT BRIDGE REPLACEMENT, CITY OF NEW SMYRNA BEACH, DRAINAGE ENGINEER OF RECORD, $3.5M: Bridge replacement along a two lane roadway providing access from the mainland to an island community and marina. Scour and tidal influences will play a critical role in design. This project includes PD&E study, public meeting coordination, Coast Guard coordination, environmental permitting, geotechnical, survey, right-of-way mapping, utility relocation, roadway, drainage, signing and pavement markings, coastal hydraulics, structures and lighting. This is a LAP project between the City of New Smyrna Beach and District Five.

PALM COAST PARKWAY WIDENING, CITY OF PALM COAST, SENIOR DRAINAGE ENGINEER, $11.7M: Roadway widening for 1.5 miles from a four lane suburban section to a six lane urban facility including drainage, signing and pavement markings, signals, lighting, landscaping, and public involvement. The project was a LAP project between the City of Palm Coast and FDOT District Five.

A. MAX BREWER BRIDGE REPLACEMENT DB, FDOT DISTRICT FIVE, DRAINAGE ENGINEER, $45M: Replacement of an existing swing span bridge with a new 3,207-ft high level bridge over the Indian River and the Intracoastal Waterway. The project also involved MSE wall bridge approaches, seawalls, a 300-ft long cast-in-place concrete fishing pier and a 200-foot long, four-span double-tee beam pedestrian bridge over the Indian River Relief Channel.

WEKIVA PARKWAY SECTION 8 INTERCHANGE DB, FDOT DISTRICT FIVE, DRAINAGE ENGINEER OF RECORD, $255M: New limited access toll road and systems interchange with 20 new bridges and two bridge widenings. Our team's innovative design improved operations and safety, reduced overall impacts, long-term maintenance needs, and saved over $25 million in project costs.

SR 538 (POINCIANA PARKWAY) WIDENING DB, CFX, SENIOR DRAINAGE ENGINEER, $93M: This project widened SR 538 from a two lane undivided roadway to a four lane divided expressway for 6.5 miles. This project includes the design of three new bridges. The bridge over the Reedy Creek Mitigation Bank is over a mile long, designed to minimize environmental impacts and has minimum vertical clearance that allows the safe passage of wildlife below. The DB team's innovative designs included a revised pile configuration that saved $5 million in project costs.



LEO RODRIGUEZ, PE

Structures

DRMP

VALUE ADDED TO PROJECT:

+ Expert in the design of miscellaneous structures including sheet pile walls in coastal environments
+ Highly experienced in the delivery of DB projects
+ Extensive experience working on specialty engineering for contractors

Leo Rodriguez, PE, is a Senior Structural Engineer in DRMP's Structures Division. He has experience with the replacement, widening and rehabilitation of fixed and movable bridges, design of new tolling facilities and building structures, and design of miscellaneous structures including sheet pile walls in coastal environments. He is responsible for planning, developing, QC and delivery of studies, designs, plans, specifications and estimates for design build, conventional and complex transportation projects. Additionally, he has provided inspections and construction support services.

Years of Experience

13 Total
1.5 With DRMP

Education

MS, Civil Engineering, Utah State University, 2012

BS, Civil Engineering, INTEC, Santo Domingo, Dominican Republic, 2008

Professional Registration

Professional Engineer, No. 78493, Florida, 2015

RELEVANT PROJECT EXPERIENCE

GASPARILLA ISLAND SWING BRIDGE OVER GULF INTRACOASTAL WATERWAY, GIBA, STRUCTURES PROJECT ENGINEER: Design of a new 678 foot bridge including a 250-foot deck girder swing-span and approach spans using FIBs. Embankments were supported by MSE walls and protected by new bulkheads and revetment.

SR 91 (FLORIDA'S TURNPIKE MAINLINE) WIDENING FROM SR 50 INTERCHANGE TO MINNEOLA INTERCHANGE (MP 273-279), FLORIDA'S TURNPIKE ENTERPRISE (FTE), STRUCTURES PROJECT ENGINEER, $162M: This project included the widening of six miles from four to eight lanes, replacing bridges at five locations and one pedestrian overpass, the addition of a new overpass structure, two roundabouts, sheet pile walls, drainage, utility coordination, signing and pavement markings, MOT, lighting, and permitting.

PINELLAS BAYWAY E DB, FDOT DISTRICT SEVEN, STRUCTURES PROJECT ENGINEER: Replacement of an existing low-level bascule bridge with an off-line 2,508-foot long, high-level fixed bridge over Boca Ciega Bay (Gulf Intracoastal Waterway). The work included development of preliminary plans for 1.5 miles of roadway reconstruction and a roundabout.

WEKIVA PARKWAY SECTION 8 INTERCHANGE DB, FDOT DISTRICT FIVE, STRUCTURES PROJECT ENGINEER, $255M:New limited access toll road and systems interchange with 20 new bridges and two bridge widenings. Our team's innovative design improved operations and safety, reduced overall impacts, long-term maintenance needs, and saved over $25 million in project costs.

I-4 AT SR 557 INTERCHANGE DB, FDOT DISTRICT ONE, STRUCTURES PROJECT ENGINEER, $71M: Reconstruction of an interchange to a diamond with dual tear-drop roundabouts, realignment of I-4, reconstruction of SR 557 from two to four lanes, and a new bridge over I-4. Our team's innovative alternative technical concepts include a shift of the SR 557 bridge that expedited the project schedule and saving $1 million in project costs.

PORT SUTTON ROAD BRIDGE REPLACEMENTS, HILLSBOROUGH COUNTY, STRUCTURES ENGINEER OF RECORD: New bridges that will replace the existing structurally deficient and functionally obsolete slab bridges. Port Sutton Road serves as the only ingress/egress to strategic industrial facilities in the Tampa Bay area. The bridges will consist of FSBs and straddle the existing bridges to avoid undermining existing substructure and bulkhead walls.

BRADY DRIVE BOX CULVERT, CITY OF DUNEDIN, STRUCTURES PROJECT MANAGER: New box culvert which will replace the existing structurally deficient steel pipe culvert. Brady Drive is a narrow road serving as the only access to seven residential homes. Alternatives for a new double 8-foot by 8-foot box culvert will include phased construction and temporary critical walls. Accelerated bridge construction will be provided to minimize construction duration.



CARLOS MARTINEZ, PE

Signing & Pavement Marking

DRMP

VALUE ADDED TO PROJECT:

+ Experience with DB, FDOT, and County projects
+ Range of project experience from minor intersection improvements to major roadway construction

Years of Experience

29 Total
29 With DRMP

Education

BS, Civil Engineering, University of Florida, 1992

Professional Registration

Professional Engineer, No. 51429, Florida, 1997

Carlos Martinez, PE, is a Senior Project Manager in the Traffic Engineering Department. In this role, he is responsible for the preparation of Traffic Engineering Design plans and for developing various types of traffic engineering studies. In addition to his design/production tasks, He also performs project management tasks and QA/QC reviews. His experience in traffic engineering design includes signing and pavement marking, signalization, lighting and Intelligent Transportation Systems. The project scope for these types of projects ranges from minor intersection improvements to major roadway construction. His project experience spans a variety of clients from FDOT Districts One, Two, Three, Five, Seven, FTE, CFX, and various counties and cities.

RELEVANT PROJECT EXPERIENCE

SR 9B EXTENSION FROM I-95 TO US 1 DB, SUPERIOR – FOR FDOT DISTRICT TWO, SIGNING AND PAVEMENT MARKING ENGINEER OF RECORD, $95M: Designed guide signs for a new expressway alignment, interchange, and widening project for the extension of the southern Duval County outer beltway network.

DISTRICTWIDE MISCELLANEOUS DESIGN CONTRACT, FDOT DISTRICT TWO, SIGNING AND PAVEMENT MARKINGS ENGINEER OF RECORD:

- **SR 16 AT CR 16A, ST. JOHNS COUNTY, FL**: Located in St. Johns County: signing and pavement markings for intersection improvements.
- **SR 500, LEVY COUNTY, FL:** Signing and pavement markings for a 1.3-mile roadway milling and resurfacing.

SUNCOAST PARKWAY EMERGENCY FLOOD REPAIR, FTE,SIGNING AND PAVEMENT MARKING ENGINEER OF RECORD, $1M: This project raised the roadway profile to eliminate flooding at the northern end of the existing Suncoast Parkway. The limits of the project extended from the existing landfill bridges to US 98, a distance of one mile.

SR 538 (POINCIANA PARKWAY) WIDENING DB, CFX, SIGNING AND PAVEMENT MARKINGS ENGINEER OF RECORD, $93M: This project widened SR 538 from a two lane undivided roadway to a four lane divided expressway for 6.5 miles. This project includes the design of three new bridges. The bridge over the Reedy Creek Mitigation Bank is over a mile long, designed to minimize environmental impacts and has minimum vertical clearance that allows the safe passage of wildlife below. The DB team's innovative designs included a revised pile configuration that saved $5 million in project costs.

WEKIVA PARKWAY SECTION 8 INTERCHANGE DB, FDOT DISTRICT FIVE, SIGNING AND PAVEMENT MARKINGS ENGINEER OF RECORD, $255M:New limited access toll road and systems interchange with 20 new bridges and two bridge widenings. Our team's innovative design improved operations and safety, reduced overall impacts, long-term maintenance needs, and saved over $25 million in project costs.

SR 15/SR 600 (US 17/92) INTERCHANGE AT SR 436 DB, FDOT DISTRICT FIVE, SIGNING AND PAVEMENT MARKINGS ENGINEER, $22M: This project included of a SPUI at SR 15/600 (US 17/92) and SR 436. The interchange elevated four lanes of SR 15/600 (US 17/92) over SR 436 at what was previously an at-grade intersection. The project constructed the bridge over SR 436 with 209-foot-long FIB-96 beams, currently the longest ones in the U.S. which saved over $2 million in project costs.



GEORGE McLATCHEY, PWS, CEP

Environmental / Permitting

DRMP

VALUE ADDED TO PROJECT:

+ Strong knowledge of St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Projection (FDEP) requirements
+ Experienced with gopher tortoise relocations
+ DB permitting experience

George McLatchey, PWS, CEP, is a Vice President and Department Manager for DRMP's Ecological and Environmental Sciences. He has been involved with all phases of design, from principal field investigator, staff supervisor and project manager on several hundred projects. He has extensive experience in all aspects of federal and state permitting, National Environmental Policy Act (NEPA) compliance, ecological site assessments and wildlife surveys.

Years of Experience

26 Total
24 With DRMP

Education

MS, Soil and Water Science, University of Florida, 1995

BS, Microbiology, University of Florida 1991

Certification

Certified Environmental Professional No. 10050430, Academy of Board Certified Environmental Professionals, 2010

Professional Wetland Scientist, No. 1259, Florida, 2000

Certified Professional in Erosion and Sediment Control, No. 2151, Florida 2000

Authorized Gopher Tortoise Agent, No. GTA-09-00220, Florida Fish and Wildlife Conservation Commission

Professional Affiliation

Academy of Board Certified Environmental Professionals
Society of Professional Wetland Scientists
Florida Association of Environmental Professionals

RELEVANT PROJECT EXPERIENCE

SR 313, FDOT DISTRICT TWO, ENVIRONMENTAL MANAGER: This project located in St. Johns County included a new 4.1-mile, six lane roadway with urban and suburban typical sections, four bridges, stormwater treatment facilities, permitting, widening, milling and resurfacing, MOT, utility coordination, signing and pavement marking, signalization, survey, and right-of-way maps.

CR 209 BRIDGE REPLACEMENT, FDOT DISTRICT TWO, ENVIRONMENTAL MANAGER: Roadway widening and bridge replacement including wetland assessments, listed species surveys, and permitting through SJRWMD, Unites States Army Corps of Engineers (USACE), and United States Coast Guard (USCG). This project was constructed by SUPERIOR.

5TH STREET OVER YACHT CLUB CUT BRIDGE REPLACEMENT, CITY OF NEW SMYRNA BEACH, ENVIRONMENTAL MANAGER, $3.5M: Bridge replacement along a two lane roadway providing access from the mainland to an island community and marina. Scour and tidal influences will play a critical role in design. This project includes PD&E study, public meeting coordination, Coast Guard coordination, environmental permitting, geotechnical, survey, right-of-way mapping, utility relocation, roadway, drainage, signing and pavement markings, coastal hydraulics, structures and lighting. This is a LAP project between the City of New Smyrna Beach and District Five.

A. MAX BREWER BRIDGE REPLACEMENT DB, FDOT DISTRICT FIVE, ENVIRONMENTAL MANAGER, $45M: Replacement of an existing swing span bridge with a new 3,207-ft high level bridge over the Indian River and the Intracoastal Waterway. The project also involved MSE wall bridge approaches, seawalls, a 300-ft long cast-in-place concrete fishing pier and a 200-foot long, four-span double-tee beam pedestrian bridge over the Indian River Relief Channel, and included permitting through SJRWMD, FDEP, USACE, and USCG.

PALM COAST PARKWAY WIDENING, CITY OF PALM COAST, ENVIRONMENTAL MANAGER, $11.7M: Roadway widening for 1.5 miles from a four lane suburban section to a six lane urban facility. Environmental tasks included wetland assessment and delineation, listed species surveys, and permitting with SJRWMD and USACE.

CENTER FIXED BRIDGE AND SOUTH FIXED BRIDGE REPLACEMENTS, GIBA, ENVIRONMENTAL MANAGER, $16M: Replacement of the center fixed bridge and south fixed bridge, including a temporary bridge, a bulkhead wall to protect the abutments and retaining wall. Environmental tasks included wetland delineations, wildlife and listed E/T/SSC species survey, seagrass survey and mapping, mitigation plan, state/federal agency coordination and permitting through SWFWMD, FDEP, USACE, National Marine Fisheries (NMFS), United States Fish and Wildlife (USFWS) and USCG.



MERISSA ERICKSON

Utility Coordinator

DRMP

VALUE ADDED TO PROJECT:

+ Familiar with applicable Utility Agency Owners (UAOs) requirements / procedures
+ Experience with resurfacing, restoration and rehabilitation projects
+ Well-versed in providing subsurface utility engineering support

Years of Experience

7 Total
<1 With DRMP

Merissa Erickson recently joined DRMP's Surveying and Mapping / Geospatial Division as a Utility Coordinator.

RELEVANT PROJECT EXPERIENCE

Served as a Utility Coordinator responsible for working with the FDOT and UAOs. She was involved in the local utility groups and is currently chair of the Brevard County Utility Group. The majority of Ms. Erickson's experience has been spent working on resurfacing, restoration and rehabilitation and projects including Utility Work by Highway Contractor (UWHC).

- **WEKIVA PARKWAY SECTION 8 INTERCHANGE DB, FDOT DISTRICT FIVE, DESIGN PROJECT MANAGER, $255M**:New limited access toll road and systems interchange with 20 new bridges and two bridge widenings. Our team's innovative design improved operations and safety, reduced overall impacts, long-term maintenance needs, and saved more than $25 million in project costs.
- **CHATHAM AVENUE / AMELIA STREET, CITY OF ORLANDO, ORANGE COUNTY, FL**: Utility Coordinator responsible for the early identification of all existing utilities and follow-up coordination with all UAOs throughout the life of the project, including field meetings design meetings and other technical meetings until able to receive mark ups and draft work schedules from all Utility owners.
- **POINCIANA BOULEVARD WIDENING PD&E, OSCEOLA COUNTY, FL**: Early coordination with Utility owners to obtain mark ups of the areas where UAOs are approximately located on the project corridors or easements, if the easement is owned by utility company or FTE/FDOT, a description of the utilities marked on the aerials (including approximate distance from the right-of-way line underground or aerial overhead) and indication of any future planned utility installations within the project limits (inside and/or outside the right-of-way lines). She also complied all utility information in a utility report for design team.
- **SR 435 AT WINDOVER DRIVE INTERSECTION IMPROVEMENTS, ORANGE COUNTY, FL**: Utility Coordinator responsible for sunshine 811 ticket entry to identify underground utilities and utility research. Attended in field/technical meetings, completed utility follow up and QA/QC of submitted work schedules and mark ups.
- **SR 500 FROM 40 TO 40A-UWHC AGREEMENT, MARION COUNTY, FL**: Utility Coordinator responsible for coordinating with the utility work order (UWO) early in design to submit all required documents for a Utility Work by Highway Contractor agreement; attend design meetings with UAO and design team; and utility follow up and constructability review.
- **COAST TO COAST TRAIL, ORANGE COUNTY GAP SEGMENT 2 FROM HIAWASSEE ROAD TO NORTH OF SR 41, FDOT DISTRICT FIVE, ORANGE COUNTY, FL**: Utility Coordinator responsible for identification, conflict resolution and clearing of utility owners including power, water and sewer, communications, gas, and fiber. Also responsible for attending field, preliminary, design and any other technical meetings involving the project and providing utility follow up and review.
- **SR 44 FROM EAST OF I-4 TO WEST OF CR 4118 / PIONEER TRAIL, FDOT DISTRICT FIVE, VOLUSIA COUNTY, FL**: Utility Coordinator responsible for sunshine 811 ticket entry to identify underground utilities, VVH coordination, and utility research. Project included pole installations and relocations for roadway improvements and land development.
- **SR 518 AT TURTLE MOUND ROAD INTERSECTION IMPROVEMENTS, FDOT DISTRICT FIVE, BREVARD COUNTY, FL**: Utility Coordinator responsible for sunshine 811 ticket entry to identify underground utilities, VVH coordination, subsurface utility survey and utility research. Project included Identifying and protecting existing utilities during tie-ins for land development.



BILL FAUST, III, PSM

Survey

DRMP

VALUE ADDED TO PROJECT:

+ Extensive experience working in FDOT District Two and St. Johns County
+ Expert in surveying requirements
+ 25 years of experience using CAD software

Bill Faust, III, PSM, is the Jacksonville Survey Manager for DRMP's Surveying and Mapping / Geospatial Division. He currently manages all the Survey and Subsurface Utility Engineering staff in Jacksonville and serves as Project Manager on transportation infrastructure, land development, roadway construction, boundary, topographic, design survey and subsurface utility engineering projects. His tasks include field crew supervision, data processing, calculations, contract management, proposals and estimates. Mr. Faust is proficient in the latest versions of AutoCAD Civil 3D and MicroStation.

Years of Experience

33 Total
9 With DRMP

Education

Bachelor of Science in Construction Technology, University of Akron, Ohio, 2000

Associate of Science in Civil Engineering, Stark State College, North Canton, Ohio, 1992

Professional Registration

Professional Surveyor & Mapper, No. LS6600, Florida, 2007

RELEVANT PROJECT EXPERIENCE

GREENBRIER ROAD IMPROVEMENTS, ST. JOHNS COUNTY, PROJECT SURVEYOR: This project included 0.94-miles of roadway widening from two to four lanes with turn lanes. Survey tasks included horizontal and vertical control, collecting the existing monumentation and analyzing the data for placement of the proposed roadway alignment, layout of the roadway alignment, new drainage structures, curb, pavement, and prepared a record survey of the constructed improvements.

SR 5A (KING STREET) RIGHT-OF-WAY CONTROL AND RIGHT-OF-WAY MAPPING FROM US 1 TO THE BRIDGE OF LIONS (A1A), FDOT DISTRICT TWO, ST. JOHNS COUNTY, PROJECT MANAGER: This project included right-of-way mapping to support future roadway and drainage improvements along SR 5A (King Street) corridor. Survey tasks included performing historical research for the alignment and right-of-way determinations.

FIRST COAST OUTER BELTWAY, FDOT DISTRICT TWO, ST. JOHNS COUNTY AND DUVAL COUNTY, PROJECT SURVEYOR: This project included horizontal and vertical control surveys, right-of-way control surveys, design surveys and subsurface utility designation and location, jurisdictional line survey and mean high water surveys to prepare for the DB construction of the First Coast Outer Beltway which is a new four lane limited access toll facility.

SR 9B EXTENSION FROM I-95 TO CR 2209, FDOT DISTRICT TWO, ST. JOHNS COUNTY, PROJECT SURVEYOR: This project included topographic and Digital Terrain Model survey, subsurface utility engineering, jurisdictional line survey, sectional/grant survey, control and right-of-way mapping to prepare for the DB construction.

PALM COAST PARKWAY WIDENING, CITY OF PALM COAST, PROJECT SURVEYOR, $11.7M: Roadway widening for 1.5 miles from a four lane suburban section to a six lane urban facility including drainage, signing and pavement markings, signals, lighting, landscaping, and public involvement. The project was a LAP project between the City of Palm Coast and FDOT District Five.

SURVEYING AND MAPPING CONTINUING SERVICES, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, PROJECT SURVEYOR: This project included providing surveying services on an on-call basis. Survey tasks included design surveys, as-built surveys, bathymetric surveys, utility surveys, boundary and topographic surveys, establishment of survey baselines for horizontal and vertical control, legal descriptions and map preparation, right-of-way mapping and determination, utility maintenance mapping, coordination with project engineer for project-specific survey information and other special consultation.



ALLEN SCHRUPF, PE

Design QA/QC Manager

DRMP

VALUE ADDED TO PROJECT:

+ Highly experienced in the delivery of DB projects
+ Reviewed in excess of 800 different transportation projects
+FDOT Advanced MOT certified

Allen Schrumpf, PE, is the QC Manager for the Transportation Division of DRMP. In that role, he is responsible for developing all project QC plans, supervising all QC reviews and preparing QC documentation. To date, his review efforts number in excess of 800 different transportation projects in study and final design phase of all project sizes and types.

Years of Experience

45 Total
29 With DRMP

Education

Bachelor of Engineering, Stevens Institute of Technology, 1976

Professional Registration

Professional Engineer, No. 41673, Florida, 1989

Certifications

FDOT Advanced MOT

RELEVANT PROJECT EXPERIENCE

SR 313, FDOT DISTRICT TWO, QA/QC MANAGER: This project located in St. Johns County included a new 4.1-mile, six lane roadway with urban and suburban typical sections, four bridges, stormwater treatment facilities, permitting, widening, milling and resurfacing, MOT, utility coordination, signing and pavement marking, signalization, survey, and right-of-way maps.

5TH STREET OVER YACHT CLUB CUT BRIDGE REPLACEMENT, CITY OF NEW SMYRNA BEACH, QA/QC MANAGER, $3.5M: Bridge replacement along a two lane roadway providing access from the mainland to an island community and marina. Scour and tidal influences will play a critical role in design. This project includes PD&E study, public meeting coordination, Coast Guard coordination, environmental permitting, geotechnical, survey, right-of-way mapping, utility relocation, roadway, drainage, signing and pavement markings, coastal hydraulics, structures and lighting. This is a LAP project between the City of New Smyrna Beach and District Five.

SR 91 (FLORIDA'S TURNPIKE MAINLINE) WIDENING FROM SR 50 INTERCHANGE TO MINNEOLA INTERCHANGE (MP 273-279), FTE, QA/QC MANAGER,$162M: This project included the widening of six miles from four to eight lanes, replacing bridge structures at five locations and one pedestrian overpass structure, the addition of a new overpass structure, two roundabouts, sheet pile walls, drainage, utility coordination, signing and pavement markings, MOT, lighting, and permitting.

WEKIVA PARKWAY SECTION 8 INTERCHANGE DB, FDOT DISTRICT FIVE, QA/QC MANAGER, $255M: New limited access toll road and systems interchange with 20 new bridges and two bridge widenings. Our team's innovative design improved operations and safety, reduced overall impacts, long-term maintenance needs, and saved over $25 million in project costs.

SR 538 (POINCIANA PARKWAY) WIDENING DB, CFX, QA/QC MANAGER, $93M: This project widened SR 538 from a two lane undivided roadway to a four lane divided expressway for 6.5 miles. This project includes the design of three new bridges. The bridge over the Reedy Creek Mitigation Bank is over a mile long, designed to minimize environmental impacts and has minimum vertical clearance that allows the safe passage of wildlife below. The DB team's innovative designs included a revised pile configuration that saved $5 million in project costs.

SR 15/SR 600 (US 17/92) INTERCHANGE AT SR 436 DB, FDOT DISTRICT FIVE, QA/QC MANAGER, $22M: This project included of a SPUI at SR 15/600 (US 17/92) and SR 436. The interchange elevated four lanes of SR 15/600 (US 17/92) over SR 436 at what was previously an at-grade intersection. The project constructed the bridge over SR 436 with 209-foot-long FIB-96 beams, currently the longest ones in the U.S. which saved over $2 million in project costs.

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT D

LIST OF PROPOSED SUB-CONSULTANTS/SUB-CONTRACTORS

Company Name	Division/Discipline	Primary Contact Name		Contact Number and Email Address
ASAP-Group, LLC	Sheet Pile Installation	Ed Bisono		305.200.7639 ebisono@asapgroup.com
Tierra, Inc.	Geotechnical	Jeremy Sewell, PE		407.877.1354 jsewell@tierraeng.com
INTERA Incorporated	Coastal Engineering	Michael Trudnak, PE		904.440.4697 MTrudnak@intera.com
Quest Corporation of America, Inc.	Public Involvement	Sara Shepherd		352.207.2388 Sara.Shepherd@qcausa.com
Maylor Foundation Contractors	Sheet Pile Installation	Nick Garcia		817.416.5683 ngarcia@maylorusa.com
Blue Iron Foundations & Shoring	Sheet Pile Installation	Michael Carter		407.427.7051 mcarter@blueironllc.com

JEREMY SEWELL, PE

Geotechnical Engineer

TIERRA
GEOTECHNICAL • MATERIALS
ENVIRONMENTAL • ENGINEERING

VALUE ADDED TO PROJECT:

+Experience in roadway, corridor and bridge studies
+ Expert in deep foundation dvaluation and embankment design, and land subsidence investigations

Years of Experience

22 Total
9 With Tierra

Education

BS, Civil Engineering, University of Central Florida, 1999

Professional Registration

Professional Engineer, No. 62951, Florida, 2005

Jeremy Sewell, PE has more than 22 years of experience in geotechnical engineering for projects throughout Florida. The projects that he has been involved with have ranged from roadway and bridge design and construction to embankment design and subsidence investigation. He has a wide variety of experience on FDOT highway and bridge studies, shallow foundation design, settlement evaluations, retaining wall design, sinkhole remedial repair, and ground subsidence evaluations throughout Florida. His experience also includes the design of deep foundation systems, cross-hole sonic logging and compaction grouting requirements for deep subsoil improvement. He has been the Project Manager for numerous roadway soil surveys and bridge foundation designs and construction projects.

RELEVANT PROJECT EXPERIENCE

FDOT DISTRICT TWO

- SR 200 (US 301) DB, from MP 11.245 in Duval County to South of Callahan, Nassau and Duval Counties
- CR 241over Olustee Creek Bridge, Columbia County
- C Street Cedar Key Channel Bridge, Levy County
- CR 456 (Gulf Blvd) over Daughtry Bayou Bridge, Levy County
- CR 456 (Gulf Blvd) over Lewis Pass Bridge, Levy County
- SR 200 (US 301) Improvements North of Crawford Road, Nassau County
- J. Turner Butler South Bridge over the Inter-Coastal Waterway, Duval County
- SR 105 Bridge over Sisters Creek, Duval County

FDOT DISTRICT FIVE

- SR 35 Baseline Widening, DB, from SR 464 to SR 40, Marion County
- CR 314 Sharpes Ferry Bridge Replacement over the Oklawaha River, DB, Marion County
- I-95 New Interchange at St Johns Heritage Parkway, DB, Brevard County
- I-4 Ultimate Widening of Interstate 4 from Kirkman Road to east of SR 434, DB, Orange and Seminole Counties
- SR 40 from East of NE 64th Court to East of CR 314, Marion County
- Central Florida Commuter Rail Transit – Phase 2 South, Osceola County
- SR 40 Widening from SR 15 / US 17 to West of SR 11, Volusia County
- US 301 PD&E Study from CR 470 E to SR 44, Sumter County

SARA SHEPHERD

Public Involvement Specialist

VALUE ADDED TO PROJECT:

+ Experienced communications / digital marketing strategist
+ Knowledge of FDOT requirements and procedures
+ Public relations expert

Years of Experience

14 Total
4 With Quest

Education

MA, Communication, Queens University of Charlotte, 2016

BS, Agricultural Education and Communication, cum laude, University of Florida, 2015

Certifications

Certified Public Manager, Florida State University
SWS - PD&E 101, FDOT, July 2020
SWS - Strategic Highway Safety Plan, FDOT, June 2020

Sara Shepherd serves as Quest's Business Unit Leader for Northeast Florida and Senior Communications Manager. She manages digital advertising campaigns for many of Quest's clients. She is an experienced communications professional and digital marketing strategist that is adept at initiating and maintaining positive rapport with government agencies, community groups, residents, business owners, and officials. Her skills gained from state agencies experiences includes all aspects of social media, media relations, special events planning, collateral development, public meeting coordination and public notification processes, building community consensus, and promoting, recruiting and facilitating programs. She is skilled at public relations, including writing and editing news releases, feature stories and public service announcements. She is experienced at responding and managing crises communications to the public and media.

RELEVANT PROJECT EXPERIENCE

FDOT DISTRICT TWO, NORTHEAST FL: Sara served as a public involvement coordinator for the 18 counties that comprise District Two. She was responsible for coordinating public meetings as part of the transportation development process and in compliance with public notification/open government statutes. She also reviewed or created public-facing materials to ensure quality, plain language compliant and accessibility. She also served as a public information assistant from 2011-2013 where she provided construction alerts to the public, wrote media advisories and press releases, and updated the district's internal website. She created fliers for the Employee Benefit Fund events and provided various support, managed internal communications, and wrote / compiled the staff newsletter. She also managed crisis communications and provided superb customer relations.

FDOT DISTRICT FIVE – DISTRICTWIDE CONSTRUCTION PUBLIC INFORMATION SERVICES, EAST CENTRAL FL: Sara also served as the Community Outreach Coordinator for FDOT transportation projects managed by the Ocala Operations Office. She attended all project meetings, alerted communities to projects including lane closures, attended and coordinated pre-construction open houses, and explained other potential impacts via community outreach to businesses and residents along construction corridors as well as social media content and updates to the Central Florida Roads website. She also continually researches new, innovative techniques and implements them as appropriate.

FDOT DISTRICT FIVE – COMMUNICATIONS OFFICE, EAST CENTRAL FL: Sara supported as an in-house consultant the FDOT District Five Communications Office with internal and external public information duties, such as to compile the district's daily news clips, manage news media, handle public inquiries, create and post content to the district's social media accounts, assist public meeting notification processes, assist with Governor's Office and District Secretary responses, and provide overall QC. She also assisted with the district's oversight of SunRail, a rail service that currently operates over 49 miles with 16 stations through Volusia, Seminole, Orange, and Osceola counties. One project under the purview of the Communications Office is the I-4 Ultimate widening construction project, a 21-mile stretch of Central Florida's most vital transportation artery that traverses Orlando and points north and south in surrounding counties. This project is a public-private partnership. Sara provided communications oversight including researching and prepping media responses, answering calls from the public, and providing quality reviews of social media content, construction alerts, and e-newsletters.

MICHAEL TRUDNAK, PE

Coastal Engineering

INTERA
GEOSCIENCE & ENGINEERING SOLUTIONS

VALUE ADDED TO PROJECT:

+ Extensive knowledge of coastal engineering principals
+ Strong relationship with St. Johns County

Years of Experience

24 Total
2 With INTERA

Education

MS, Coastal Engineering, University of Florida, 1997

BS, Geosciences, Pennsylvania State University, 1995

Professional Registration

Professional Engineer: No. 58200, Florida

Michael Trudnak, PE has more than 24 years of experience focusing on coastal process analyses and developing beach and inlet management solutions. He has extensive knowledge of coastal engineering principles, theories, and standards and substantial experience providing clients with project life-cycle support. His beach management experience includes design of shore stabilization structures and all aspects of beach and dune restoration including feasibility studies, sand source investigations, project design and permitting, and bid and construction administration. His inlet management experience includes development of sediment budgets, evaluation of sand bypassing alternatives, and application of numerical modeling results to identify and implement effective strategies for regional sediment management and navigation improvements.

RELEVANT PROJECT EXPERIENCE

SUMMER HAVEN REVETMENT REPAIRS COASTAL CONSTRUCTION CONTROL LINE PERMITTING, ST. JOHNS COUNTY, PROJECT MANAGER AND LEAD COASTAL ENGINEER: This project, located in St. Johns County, obtained a Coastal Construction Control Line (CCCL) permit from FDEP for revetment repairs along old State Road A1A south of the Matanzas Inlet in Summer Haven. Permitting efforts were underway when Hurricane Matthew severely damaged the revetment and roadway and halted the project.

SUMMER HAVEN RIVER RESTORATION, ST. AUGUSTINE PORT, WATERWAY & BEACH DISTRICT, PROJECT MANAGER AND LEAD COASTAL ENGINEER: This restoration project located in St. Johns County excavated sand from the infilled river and placed the material on the adjacent beach and dune system. Severe impacts from Hurricane Matthew immediately prior to construction commencement and Hurricane Irma as construction neared completion required close coordination with project stakeholders, the contractor, and regulatory agencies to address multiple complications arising from storm impacts.

SUMMER HAVEN BEACH MAINTENANCE PROJECT, ST. JOHNS COUNTY, PROJECT MANAGER AND LEAD COASTAL ENGINEER: This project located in St. Johns County was initiated to maintain the beach along Summer Haven. This project began in 2009 and included CCCL permitting, bid and construction administration, and post-construction monitoring assistance for a Federal Emergency Management Agency (FEMA)-sponsored berm restoration project following Tropical Storm Fay. The project also included long-term FDEP and USACE permits that authorized beach maintenance activities along the Summer Haven shoreline. In 2019-2020, the permits were revised to authorize two new borrow areas: the Florida Inland Navigation District's dredge material management area FL-3 in Palm Coast and the Summer Haven River Restoration Project's authorized excavation template.

COASTAL ENGINEERING SERVICES, ST. JOHNS COUNTY, PROJECT MANAGER AND LEAD COASTAL ENGINEER: This contract included as-needed support including coastal engineering advisory and expert services; storm impact assessments; design and permitting services; grant applications and documentation; and meeting, workshop, and presentation participation.



SECTION 3

RELATED EXPERIENCE & REFERENCES

SUPERIOR CONSTRUCTION

DRMP

SECTION 3: RELATED EXPERIENCE & REFERENCES



EXPERIENCE WORKING IN & FOR THE COUNTY

Knowledge of policies and procedures eliminates delays
Established relationships accelerates project schedule
Demonstrated experience increases efficiency

Both SUPERIOR and DRMP have proven project experience delivering solutions to similar projects for the County and other governmental / municipal agencies throughout Florida. The following project summaries highlight our recent experience.

Figure 5. Relevant Project Experience

PROJECT NAME	SUPERIOR	DRMP	Work In / For a County	Design-Build / Alt Delivery	Roadway Reconstruction	Revetment	Steel Sheet Pile	Drainage Enhancements	Utility Coordination	Protected Species
HIGHLIGHTED PROJECTS										
SR A1A Widening	■				■	■	■	■	■	■
SR 9B Phase III DB	■		■	■	■		■	■	■	■
Durbin Pavilion Phases 1A – 3	■		■	■	■			■	■	
Racetrack Rd Improvements DB	■		■	■	■		■	■	■	
Silverleaf at CR 2209 & SR 16	■		■		■			■	■	
SR 2209 & CR 244 Intersection Improvements	■		■		■			■	■	
Palm Coast Parkway Widening		■			■			■	■	■
SR 91 Widening from SR 50 Interchange to Minneola Interchange		■	■		■		■	■	■	■
Center Fixed and South Fixed Bridge Replacements		■			■	■	■	■	■	■
5th Street Bridge Replacement		■	■		■	■	■	■	■	■
ADDITIONAL PROJECTS										
SR 9B Extension Phase II DB	■	■		■	■		■	■	■	■
I-10 Widening from I-295 to I-95 DB	■			■	■		■	■	■	
SR 200 (SR A1A) Widening	■				■			■	■	
Nocatee Parkway Flyover Bridge	■		■		■		■	■	■	
Wekiva Parkway Section 8 Interchange DB		■	■	■	■		■	■	■	■
SR 528 / Innovation Way DB		■	■	■	■		■	■	■	■
A. Max Brewer Bridge Replacement DB		■		■	■	■	■	■	■	■

SR A1A WIDENING

FDOT District Two





In 2016, Hurricane Matthew caused catastrophic destruction to SR A1A which provides the closest evacuation route for citizens. The storms caused severe damage to the oceanfront roadway and beach dunes as a result of the storm surge, wave action, and scour depths. To repair the devastation, prevent future impacts, and provide protection to the corridor, SUPERIOR built a new 3.5-mile roadway, French drain system, and auger cast secant wall as part of three separate segments.

The one-mile auger cast secant wall, a first of its kind in Florida, was completely constructed underground with 1,847 interlocking fiberglass-reinforced polymer rebars. The columns were installed at alternating depths, increasing the efficiency and strength of the wall. As part of the utility improvements, the French drain system consisted of 7,200 LF of perforated pipe and 83 drainage structures. The self-percolating pipe results in zero outfall and water channelization into the drain system.

CHALLENGES AND SOLUTIONS

- Achieve a Fast-Tracked Schedule | Superior accelerated the original schedule by 50 days (300 days total) by implementing an innovative and expedited MOT phasing and traffic movements. The team coordinated with FDEP to fast-track the approval of the water main system.
- Minimize Impacts to Local Residents | To mitigate economic impacts, Superior partnered with FDOT to develop a plan to further accelerate the schedule by assigning additional resources to facilitate early project completion. This also decreased economic impact to businesses along the corridor during the busy holiday season.

PROJECT DETAILS	
Services Performed	Roadway reconstruction, revetment, sheet pile, drainage enhancements, utility coordination, protected species
Timeframe of Performance	December 2018 – January 2020
Contract Renewed / Extended	NA
Reference	Atkins for FDOT District Two Eric Rosenstein, PE, Senior Project Engineer 482 S Keller Rd, Orlando, FL 32810 850.596.8081 | eric.rosenstein@atkinsglobal.com

SR 9B PHASE III DB

FDOT District Two





SR 9B is a four-lane limited-access highway constructed in three phases *located in St. Johns County*. Phase III is the final segment to improve direct access to I-95 and I-295 with nine bridge structures, eight new overpass bridges, a prefabricated pedestrian bridge, an intelligent transportation system, and lighting. This DB project increases economic development, connectivity, capacity, safety, and mobility for thousands of travelers.

Several design innovations were developed to reconfigure and optimize the interchange ramps at West Payton Parkway which resulted in a *$2 million savings* to the owner. The team developed a full 3D model to identify utility conflicts, location of bridge piers, and temporary walls. The model was used to allow for faster construction, increased accuracy, and improved safety. SUPERIOR conducted a majority of the construction activities outside of the existing travel lanes for operational efficiency and increased safety.

CHALLENGES AND SOLUTIONS

- Use of 3D Model for Automated Machine Guidance Construction | SUPERIOR built the entire roadway profile using 3D models that provided the horizontal and vertical guidance the machines need. This included dozers for embankment, motor graders for base, asphalt pavers for base and roadway, and pavers using a Leica laser system for 141,000 SY of concrete paving.
- Reduce Noise and Wetland Impacts | The team implemented additional measures to mitigate noise pollution with a bridge design using spread footings and eliminating pile driving adjacent to a school. A modification in the bridge design at Durbin Creek reduced the wetland impacts.

PROJECT DETAILS	
Services Performed	Located in St. Johns County, DB construction, roadway construction, sheet pile, drainage enhancements, utility coordination, protected species
Timeframe of Performance	May 2015 – September 2019
Contract Renewed / Extended	NA
Awards	Outstanding Project, ACEC Florida, 2020 National Award of Merit, Transportation (Other than Aviation), DBIA, 2019 Honor Award, Transportation Roadways, DBIA Florida Region, 2019
Reference	FDOT District Two Jeff Williams, PE, Construction Manager 105 Yelvington Rd, East Palatka, FL 32131 368.312.4831 | jeff.williams@dot.state.fl.us

DURBIN PAVILION PHASES 1A – 3

Durbin Park Pavilion LLC

Through strategic partnerships between SUPERIOR, FDOT, St. Johns County, and Gatlin Development, this project expedited construction of the booming Durbin Pavilion Town Center. Having two projects currently under construction (SR 9B Phase III and Racetrack Road over Durbin Creek), SUPERIOR coordinated with Gatlin's design team to integrate their design with the adjacent projects. Through this teamwork, Durbin Pavilion was opened *two years ahead of schedule*. SUPERIOR was instrumental in minimizing damages and expediting recovery from the impact of Hurricane Irma in the summer of 2018. Being prepared for these significant events is crucial to the environment as well as construction delivery.



PROJECT DETAILS	
Services Performed	Located in St. Johns County, roadway construction, drainage enhancements, utility coordination
Timeframe of Performance	November 2017 – December 2018
Contract Renewed / Extended	NA
Reference	Gatlin Development Company Park McMillan, Project Manager 7775 Baymeadows Way, Suite 300, Jacksonville, FL 32256 904.580.5090 | park@gatlindc.com

RACETRACK RD IMPROVEMENTS DB

St. Johns County

SUPERIOR delivered this project that included a four-lane paved section from the existing Race Track Road and Bartram Park Blvd intersection, while connecting to Peyton Pkwy with a signalized intersection. The project also included a new bridge over Durbin Creek and existing bridge widening and full approach slab reconstruction. SUPERIOR partnered with the developer to allow for future roadway widening.



PROJECT DETAILS	
Services Performed	Performed for St. Johns County, roadway reconstruction, sheet pile, drainage enhancements, utility coordination
Timeframe of Performance	November 2017 – December 2018
Contract Renewed / Extended	NA
Reference	St. Johns County Douglas Tarbox, Project Manager 2750 Industry Center Rd, St. Augustine, FL 32084 904.209.0124 | dtarbox@sjcfl.us

SILVERLEAF AT CR 2209 & SR 16

White's Ford Timber

This 6.3-mile, two-phase project cleared an 526-acre area future development. The project included clearing and grubbing, erosion control, earthwork, storm sewer installation, storm water management facilities, and various roadway improvements. Additionally, SUPERIOR coordinated with all utility companies. During construction, Hurricane Irma traveled throughout the project site, causing storm damage. SUPERIOR responded quickly and repaired the damage to not only our portion, but also the entire project area. We constructed 23 storm water management facilities by excavating more than 1M CY of embankment, two triple-barrel, and one double-barrel box culverts under the roadway. This embankment was then used to construct CR 2209 and the Parcel 4 access road. We also stockpiled numerous fill and topsoil areas for future construction.



PROJECT DETAILS	
Services Performed	Located in St. Johns County, roadway reconstruction, drainage enhancements, utility coordination
Timeframe of Performance	October 2016 – January 2019
Contract Renewed / Extended	NA
Reference	The Hutson Companies John Metcalf, Vice President 111 Nature Walk Pkwy, Suite 104, St. Augustine, FL 32092 904.429.9965 | jmetcalf@hutsoncompanies.com

SR 2209 & CR 244 INTERSECTION IMPROVEMENTS

St. Johns County

Capitalizing on local resources, SUPERIOR completed a new turn lane addition. Concurrently, SUPERIOR was constructing SR 9B Phase III, Durbin Pavilion, and Racetrack Road over Durbin Creek. With close coordination with St. John's County already underway, we allocated local and cost-effective resources to complete this crucial project *ahead of the construction timeline*. Previously designed as a cast in place gravity and cantilever retaining wall, SUPERIOR proposed using a precast segmental retaining wall system eliminated reinforcing straps.



PROJECT DETAILS	
Services Performed	Performed for St. Johns County, roadway reconstruction, drainage enhancements, utility coordination
Timeframe of Performance	July 2018 – April 2019
Contract Renewed / Extended	NA
Reference	St. Johns County Douglas Tarbox, Project Manager 2750 Industry Center Rd, St. Augustine, FL 32084 904.209.0124 | dtarbox@sjcfl.us

PALM COAST PARKWAY WIDENING

City of Palm Coast

Palm Coast Parkway Widening was a $11.7 million project located in the City of Palm Coast, Florida. The roadway was becoming highly congested due to lack of capacity. The congestion was causing increases in vehicular accidents and emergency vehicle response times. The City knew that the lack of traffic efficiency on one of their busiest roads needed to be addressed.

DRMP provided design, permitting, cost estimating and public involvement services for the roadway widening improvements from a four lane suburban section to a six lane urban facility for approximately 1.5 miles in length. The project began 500-feet west of Cypress Point Parkway/Boulder Drive and extended to Old Kings Road. The Palm Coast Parkway then bifurcated and the design terminated at the Florida Park Drive. The project included the addition of several bike and pedestrian amenities such as paths, curbs, gutters and sidewalks. This was a LAP-funded project between the City of Palm Coast and FDOT District Five.

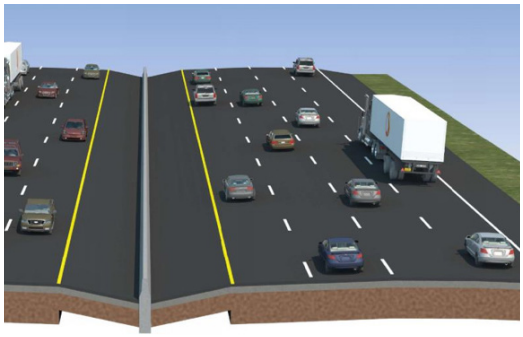
This project was unavoidable in order to alleviate current and future traffic congestion. In addition, the new roadway provides the City of Palm Coast with larger capacity limits that will dramatically help hurricane evacuation and emergency vehicle response times. Not only have motorists seen their commute time drop, but the morale of bicyclists and pedestrians increased too. The area also benefited from the enhanced aesthetics and landscape surrounding the parkway as a result of the project.



PROJECT DETAILS	
Services Performed	Roadway design; drainage design; MOT; signing and pavement marking; structural design; survey; utility designation, location, and mapping
Timeframe of Performance	2011 – 2015
Contract Renewed / Extended	NA
Reference	City of Palm Coast Carl Cote, Construction Management and Engineering Division Manager 160 Lake Avenue Palm Coast, Florida 32164 386.986.3748 | CCote@palmcoastgov.com

SR 91 (FLORIDA'S MAINLINE TURNPIKE) WIDENING FROM SR 50 INTERCHANGE TO MINNEOLA INTERCHANGE

Florida's Turnpike Enterprise (FTE)



This project consisted of the preparation of construction plans for the widening of six miles of SR 91 from a four-lane to eight-lane roadway. The project started as a milling and resurfacing/widening but transformed to a total reconstruction based on the high-water table and poor soils. The wet poor soils created a lot of pavement failures.

The project replaced bridge structures at five locations (CR 438, Jones Road, Old 50, CR 455 and Blackstill Lake Road), replaced one pedestrian overpass structure (West Orange Trail over SR 91), and added a new alignment overpass structure for Fosgate Road over SR 91. Due to the rolling terrain of the corridor and bridges located in cut, the total sheet pile wall installation was more than 430,000 SF.

The proposed West Orange Trail bridge is a two-span prefabricated steel truss bridge with aesthetic signage attached to the bridge. The bridge is fully enclosed with a 14-ft clear width and provides 12-ft of vertical clearance. The project also included the design of two roundabouts with landscaping and lighting adjacent to the CR 455 overpass structure.

Plans and design included roadway, MOT, drainage, utility coordination, structures, signing and pavement markings, lighting, intelligent information systems, landscaping, All Electronic Tolling gantries, and environmental permitting. The project also included design survey, subsurface utility engineering, right-of-way surveys and development of legal descriptions and sketches for the purchase of right-of-way for ponds and roadway improvements.

PROJECT DETAILS	
Services Performed	Roadway design, drainage design, MOT, signing and pavement marking, structural design, survey, utility coordination, environmental permitting, sheet pile wall design
Timeframe of Performance	2016 – 2020
Contract Renewed / Extended	NA
Reference	Florida's Turnpike Enterprise (FTE) Anil Sharma, PE, Transportation Project Manager MilePost 263 Building 5315, Ocoee, Florida 34761 407.264.3041 | anil.sharma@dot.state.fl.us

CENTER FIXED AND SOUTH FIXED BRIDGE REPLACEMENTS

Gasparilla Island Bridge Authority (GIBA)





The Center Fixed and South Fixed Bridge replacement project was a $16 million bridge replacement project located in Charlotte County, Florida. Both bridges were nearing the end of their service life and considered to be "functionally obsolete" and "scour critical." The "scour critical" designation indicates that these bridges were susceptible to scour related collapse under certain storm induced flows. GIBA wanted to replace the bridges with attractive, safe bridges of minimal height and width which maintained the alignment to the greatest extent possible.

This project included the design of the replacement bridges for GIBA's Center Fixed Bridge and South Fixed Bridge. Both bridges are located on the GIBA's 2.5-mile long privately owned Boca Grande Causeway. GIBA's two fixed bridges are critical to the transportation needs of the public as they are the only land link between Placida in Cape Haze and Gasparilla Island.

DRMP led the structural design effort from the concept stage through final design for all structural elements on this project, which included the replacement of the two bridges, bulkhead wall to protect the abutments and a retaining wall. The bridge designs included consideration of significant anticipated scour, vessel impact and wave impact forces. Sufficient right-of-way was available at the approaches to raise the Center Bridge above the storm surge but constrictions at the South Bridge approaches allowed for limited modifications to the profile. At this location, a flat slab was selected because of its ability to resist wave impact and buoyancy forces. Cast in place closures within the continuous precast flat slab system were mechanically connected to the substructure using stainless steel dowels to prevent the superstructure from being dislodged during a storm event.

The replacement bridges were designed to be simple and aesthetically pleasing, minimally impede water views for both drivers crossing over the bridges and the residents on Gasparilla Island and to provide a minimum 75-year, low maintenance design life - all while minimizing cost. An additional criterion met was that the bridges remain serviceable immediately after passage of the design storm event since they provide the only land link to the island and must be used by emergency, security and life safety vehicles. This project was designed on an aggressive schedule so that construction could coincide with periods of reduced seasonal traffic volumes. In addition, the island residents were actively involved during the design and construction. The public involvement process was extensive as consensus was built and maintained for the duration of the project.

PROJECT DETAILS	
Services Performed	Ecological services, structural engineering, surveying and mapping / geomatics, transportation, water resources / stormwater management, sheet pile wall design, revetment systems
Timeframe of Performance	2010 – 2014
Contract Renewed / Extended	NA
Reference	Gasparilla Island Bridge Authority (GIBA) Kathy Banson-Verico, Executive Director 6201 Boca Grande Causeway, Placida, Florida 941.697.2271 | Kathy@giba.us

5TH STREET BRIDGE REPLACEMENT

City of New Smyrna Beach



This $3.5 million project involves the replacement of the exiting bridge No. 795701that goes over the Yacht Club Cut in New Smyrna Beach, Florida. The new bridge is a three-span structure that is 160-ft long. The scope included a PD&E study and the final design.

The facility is a two-lane roadway providing access from the mainland to an island community and marina. The bridge typical section consists of two 9-ft lanes, with 2.5-ft shoulders and a 5-ft sidewalk with traffic railings. The bridge superstructure is comprised of a three-span Florida Slab Beam (FSB) structure consisting of 53-ft 4-in spans. The roadway is reconstructed on each side of the bridge with a temporary ACROW bridge constructed that provided access during the bridge replacement. Scour and tidal influences played a critical role in design of the structure. This project included a PD&E study, public meeting coordination, Coast Guard coordination, environmental permitting, geotechnical investigations, survey, right-of-way mapping, utility relocation, roadway, drainage, coastal hydraulics, structures, lighting and signing and pavement markings. This was a LAP project between the City of New Smyrna Beach and FDOT District Five with 25% local agency match.

PROJECT DETAILS	
Services Performed	Roadway design, structural design, drainage design, environmental permitting, public involvement, survey and mapping, utility relocation, sheet pile wall design, revetment systems
Timeframe of Performance	2018 – Ongoing
Contract Renewed / Extended	NA
Reference	City of New Smyrna Beach Kyle Fegley, Engineering Director 214 Sams Avenue, New Smyrna Beach, FL 32168 386.410.2800 | E: kfegley@cityofnsb.com

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT F

PROJECT REFERENCES

Each Respondent must submit a list of five (5) project references from individuals, firms or agencies that have contracted with the respondent in the past seven (7) years to perform Design-Build services of equal or greater size and scope as those described in this RFQ. The information required shall include: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department.

1. Reference Company Name: FDOT District Two

   Date(s) of Service: May 2015 – September 2019

   Project Information (Type of Study): SR 9B Phase III DB – final section of SR 9B limited access roadway, road construction, utility coordination, pedestrian bridge, ITS, 9 bridge structures

   Primary Reference Contact Name and Title: Jeff Williams, PE, Construction Manager

   Contact Phone Number: 368.312.4831

   Contact Email Address: jeff.williams@dot.state.fl.us

* * * *

4. Reference Company Name: Lochner for FDOT District Two

   Date(s) of Service: December 2019 – In Process

   Project Information (Type of System): I-10 Widening from I-295 to I-95 DB – highway widening, bridge widening, drainage enhancements, pedestrian underpass, sound barriers, pavement replacement

   Primary Reference Contact Name and Title: Patrick Stanford, PE, Sr Const Manager / Associate VP

   Contact Phone Number: 904.512.7475

   Contact Email Address: pstanford@hwlochner.com

* * * *

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

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PROJECT REFERENCES

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1. Reference Company Name: Central Florida Expressway Authority (CFX)

   Date(s) of Service: November 16, 2020 - Summer 2023 (Design Complete)

   Project Information (Type of Study): SR 538 (Poinciana Parkway) DB - Design of 3 bridges that widens SR 538 from a 2-lane undivided roadway to a 4-lane divided expressway for 6.5 miles.

   Primary Reference Contact Name and Title: Ben Dreiling, PE, Director of Construction and Maintenance

   Contact Phone Number: 407.316.3813

   Contact Email Address: ben.dreiling@cfxway.com

* * * *

4. Reference Company Name: Central Florida Expressway Authority (CFX)

   Date(s) of Service: July 5, 2016 - July 24, 2018

   Project Information (Type of System): SR 528 / Innovation Way Interchange DB - Interchange design to improve connectivity to SR 528 and accommodate the development of Innovation Way Corridor

   Primary Reference Contact Name and Title: Ben Dreiling, PE, Director of Construction and Maintenance

   Contact Phone Number: 407.316.3813

   Contact Email Address: ben.dreiling@cfxway.com

* * * *

SECTION 4

APPROACH & METHODOLOGY

SUPERIOR CONSTRUCTION

DRMP

SECTION 4: APPROACH & METHODOLOGY

UNDERSTANDING OF DB PROJECT REQUIREMENTS

In 2016, Hurricane Matthew caused extensive damage along the coastline of St. Johns County, including a portion of Old A1A in Summer Haven North. This project will reconstruct approximately 2,000 feet of infrastructure along Old A1A, including roadway reconstruction, underground exfiltration system construction, replacement of the drainage outfall pipe, installation of steel sheet pile and pile cap, replacement and adjustment of the existing rock revetment, utility coordination and relocation, environmental / permitting, survey, and public involvement. Our team reviewed the project in the field and RFQ, including the scope of services, Design Criteria Package (DCP), and additional design documentation provided, to ensure the design and construction of the project meets County standards and expectations while providing a cost-effective and timely approach to complete the project.

Existing seawall at our field visit on 10/19/2021



Seawall

In an effort to protect Old A1A and private residences from future erosion damage, an approximate 2,000 LF seawall will be constructed along the seaward side of Old A1A. The seawall will be comprised of a steel sheet pile bulkhead and armored revetment using a combination of existing revetment material and supplemental imported material necessary to meet the RFP gradation requirements of the revetment.

Vibratory installation of the steel sheeting will be minimized through the use of excavator mounted sheetpilers, which provides a number of advantages during construction. Excavator mounted sheetpilers have the ability to work within a much smaller footprint than traditional installation methods, along with accelerated installation production and tighter placement tolerances than traditional crane and vibratory methods. In addition, variable moment hammers can be implemented to reduce the resonance of the hammer imparted during the operation, thus reducing the vibration effects imparted into nearby structures.

Drainage

Drainage on the project will be conveyed to an exfiltration trench system through a series of curb and gutter and grated inlets. SUPERIOR will leverage our recent experience in constructing over 6,000 LF of exfiltration trench in Flagler Beach along A1A. A system of leap frogging trench boxes provided for a safe process while maintaining daily progress, and ultimately successful completion of a system that varied in depths between six feet to 13 feet deep, with perforated pipe sizes ranging from 30 inch to 42 inch in diameter.

Roadway / Transportation Management Plan

Roadway construction will be segmented into three phases to allow for installation of the two major project installations. The seawall to the east and exfiltration tench system to the west. Our team will analyze the roadway design section for opportunities to design for efficiency when incorporating MOT phasing for the major work items, and reduce impacts on residents and beach goers during the project duration.

SUPERIOR will use the existing roadway during Phase I to shift traffic to the west and allow for seawall construction. Daily flaggers and roadway restoration will be necessary after each shift. Upon completion of the seawall and revetment, a combination of permanent roadway and temporary riding surface will be constructed to allow for a shifting of the traffic to the east for Phase II.

During Phase II, exfiltration trench work will be the primary focus. This will also be the period of the project with the greatest coordination with neighboring property owners, as temporary driveways and limited access periods will be needed in order to construct drainage through existing driveways. After completion of the exfiltration trench, permanent roadway construction can be completed within Phase II area, and lead into the final phase.

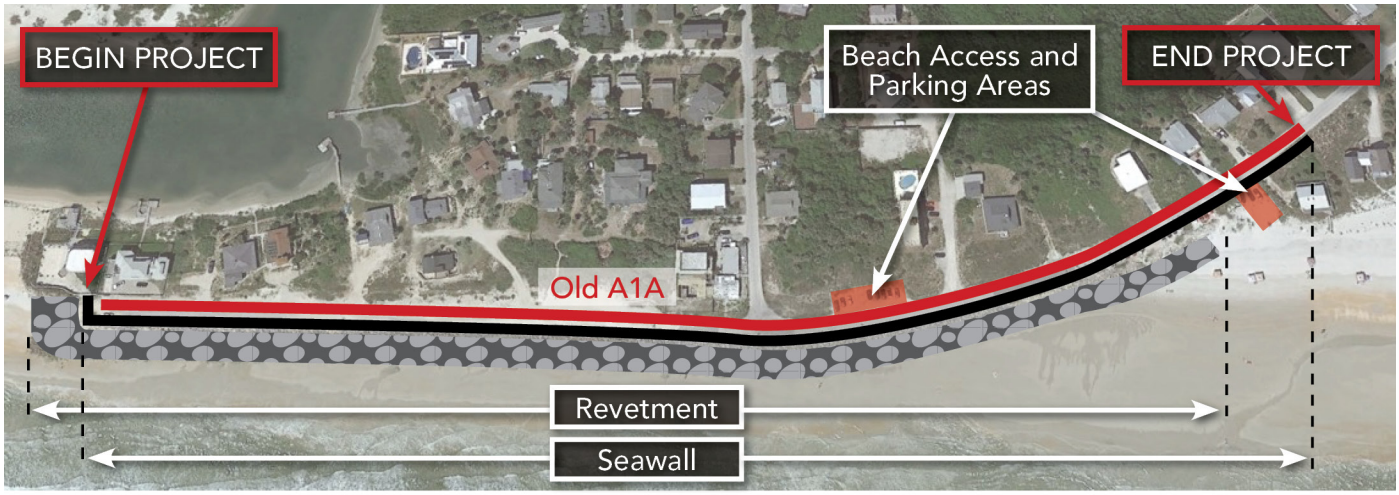
Phase III will consist of final asphalt placement, pavement markings, landscape restoration, and final alignment of traffic.

This project is located along Old A1A in Summer Haven North,



Current road conditions at our field visit on 10/19/2021

Figure 6. Project Map



which is directly adjacent to the Atlantic Ocean's coastline. The existing two-lane roadway will be reconstructed from the southern-most point of Old A1A in Summer Haven North to just north of the existing beach access and parking area. Residential homes border the west side of Old A1A with existing rock revetment, damaged and displaced by Hurricane Matthew, located along the east side. A new seawall with revetment will be constructed the entire length of Old A1A on the east side. The intent of the seawall and revetment is to protect the roadway from future damage due to weather events. The roadway improvements will be completed within the existing right-of-way. The project will be designed to meet all St. Johns County standards and in compliance with all Federal, State and Local rules, regulations, and the FEMA program intent.

Issue: Hurricane Preparedness

Major storms can hit at any time of the year, but using the calendar to schedule higher exposure operations outside of storm season will be the first action for this team.

Solution: With the chance of exposure to major storms and hurricanes, we will develop a project specific hurricane preparedness plan, to guide the project and stakeholders through the process of preparation of an impending storm, as well as action plans in the event of impacts to the project.

Issue: Public Involvement

Success of the project will require early and ongoing engagement of the area residents. Old A1A provides access to residential properties, public access to the beach, and the Summer Haven River. Area residents and property owners will have questions regarding access to their property.

Solution: Upon Notice to Proceed, our team will develop a public outreach plan in coordination with the County to include up to two Open Houses – one will be at least 30 days prior to construction. Our team will staff the public meetings and provide project summaries that include copies of the notifications and mailing lists for each meeting, the presentations and any handouts or other multi-media materials, a comment matrix of all comments, and questions received throughout the project, as well as, the responses provided and documentation of all small group and agency coordination.

Value Added: We will use our expertise to frame the project and provide a clear, easy-to-understand context for all stakeholders to enhance understanding and engagement. Options available to support this effort include 2D and 3D renderings, videos and dynamic, attractive visual components to help explain and build excitement about the project. Our team will maintain and implement a regular email outreach schedule to keep the residents and other key stakeholders apprised of the project's progress and any traffic pattern changes.

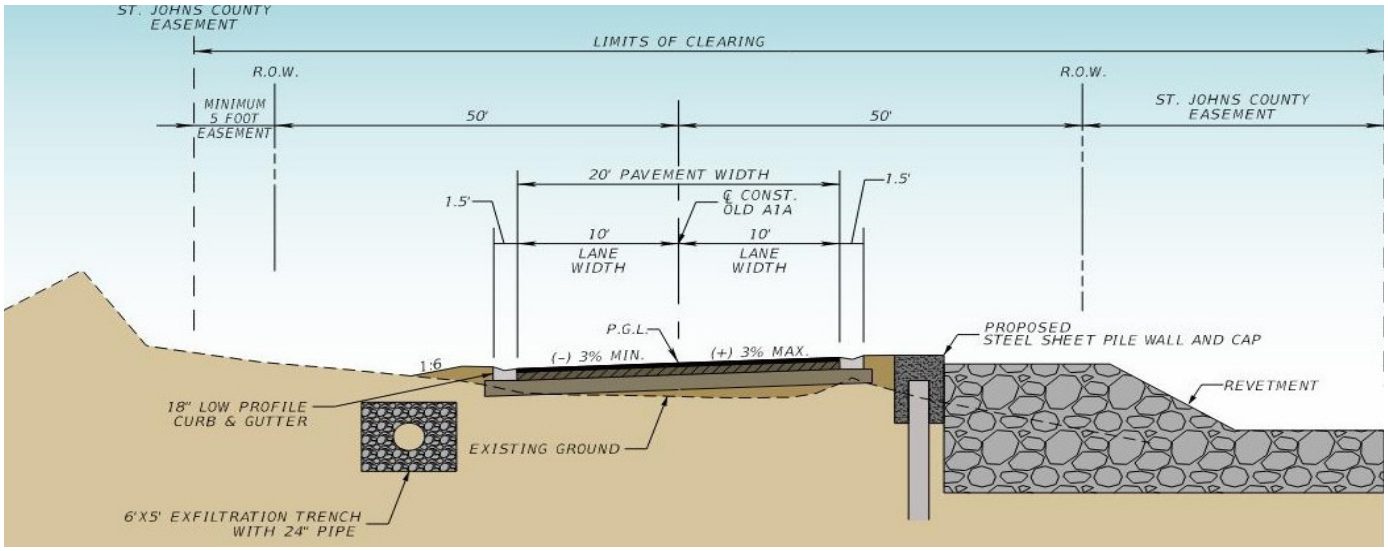
Our focus is to provide support to St. Johns County and the community in a responsive and outcome-oriented manner. Our public outreach goals include informing stakeholders, and identifying and mindfully responding to stakeholder's questions, concerns and objections. Key stakeholders include: Elected and Appointed Officials, St. Johns County, FDOT, City of St. Augustine, St. Johns County School District, St. Johns Sheriff's Office, St. Johns Fire Rescue, Property Owners, Business Owners, SJRWMD, USACE, FDEP, Friends of A1A Scenic & Historic Coastal Byway, St. Augustine Area Historical Society, State Historic Preservation Office (SHPO), and Fort Matanzas National Park.

Issue: Resident & Public Management Plan

With approximately 18 residences along the project corridor, multiple vacation rental properties, and daily beach goers, the project team will need to make public safety and accessibility a main priority of any design and construction operations.

Solution: We will ensure all necessary access is made available for

Figure 7. Proposed Typical Section of Old A1A



our project neighbors, and convey up to date information to these parties through a project outreach program and weekly progress updates during construction. We recognize the impact this kind of project can have on the neighboring residents, and strive as we do with all projects to be a partner in these communities.

Issue: Roadway Conditions

The existing Old A1A in Summer Haven North consists of a two-lane, 23 foot wide road with little to no shoulders and a 25 MPH posted speed. It has a history of extensive damage from weather events, including heavy rains, flooding, and tidal storm surge.

Solution: Approximately 2,000 feet of the roadway will be designed and rebuilt to correct deficiencies. The proposed roadway will consist of two 10 foot lanes shored up by installing a seawall and an underground exfiltration system. The design will be developed using the latest applicable criteria Provided by FDOT (FDM and Florida Greenbook), AASHTO, and St. Johns County.

Commissioners issue coastal storm event proclamation in Summer Haven following nor'easter

County officials estimate more than $1 million to repair erosion



We understand recent powerful Nor'easter caused flooding and erosion along the A1A threatening nearby homes.
Credit: News4Jax

Any design variations or exceptions will be identified early to obtain approval as quickly as possible to avoid delays. We understand the typical section and pavement design has been approved and cannot be altered. We will evaluate the horizontal and vertical alignments provided in the DCP to ensure an optimal design is provided to minimize environmental impacts and disruption to the property owners in the project area. This geometric analysis will adhere to the County's requirement of a maximum deviation of one foot in the horizontal alignment and 0.5 feet in the vertical alignment, which is raised approximately two feet in the DCP.

Issue: MOT

Maintaining the safe and efficient flow of traffic and access for residents and beachgoers at all times will be key during construction of the project.

Solution: The reconstruction of Old A1A will be completed in three phases.

- Phase I will shift traffic onto the existing southbound lane while the proposed seawall, revetment, and adjacent northbound lane are constructed.
- Phase II will shift traffic onto the newly constructed northbound

MOT Phasing on SUPERIOR's A1A Widening Project



lane to reconstruct the southbound lane and the exfiltration system adjacent to the roadway.

- Phase III will consist of final friction course, signing and pavement markings, and any roadside treatments.

A minimum 10 foot travel lane will be maintained during all phases with two-way traffic controlled by flaggers or a temporary signal. Access to side streets and driveways will be maintained throughout construction.

Issue: Drainage

The existing roadway does not have a stormwater management system. Runoff from the roadway and surrounding property sheet flows to shallow depressions within the right-of-way or directly to the existing revetment system. The conceptual plan proposes to collect runoff with curbs at the end of pipe and convey in inlets drained by an exfiltration trench designed to meet the water quality requirements of the SJRWMD before discharging from a spreader swale across the beach at the south end of Old A1A. This design will present ongoing maintenance challenges for the County due to the sandy coastal environment.

Solution: The functionality of the exfiltration system will be reduced as sands and sediment blow into the roadway and fill the voids between the aggregate reducing the available storage volume and recovery rate. A regular vacuum truck program will be required to remove sediment from behind the weirs and maintain positive drainage through the system. In addition, the calculations provided account for storage for the full height of the trench around the pipe, but the weirs shown in the plans only extend to the top of the pipe. Approximately 4.05 SF / foot of storage volume in the rock above the pipe crown cannot be used resulting in an additional 500 feet of required trench.

Value Added: A cost-saving and better performing alternative to the exfiltration system is to construct a shallow swale system with raised ditch bottom inlets. This approach will create retention volume and provide a positive outflow for the excess runoff. In addition, it can be constructed to meet the water quality requirements of the project while reducing the initial construction and long-term maintenance costs for the County. We will work with County to modify the conceptual system required by the DCP or implement the alternative treatment system at a lower cost.

Issue: Structures

The proposed seawall, consisting of cantilevered steel sheet pile, will be constructed four feet off the curb line and will follow the roadway profile of the reconstructed roadway. The seawall will deviate from the revetment approximately 500 feet from the end of the project to provide a parking area and beach access. In addition, the seawall will accommodate a driveway providing access to a private residence. The seawall has been designed as cantilevered to avoid utility conflicts and the installation of anchors underneath the roadway. The 30% design concept plans indicate a minimum sheet pile wall size (PZ 35) and a tip elevation of -19.0.

Solution: Our team will meet the minimum sizes and tip elevations within the allowed tolerances. Three design sections will be analyzed to confirm the minimum sizes and determine deflection, steel section size, and minimum pile tip. Once these models and parameters have been established, the sheet pile wall penetration depth required by the minimum pile tip model will be increased by 20% as required in AASHTO LRFD C11.8.4.1. The design will ensure the structural integrity of the seawall even in areas where revetment is not adjacent to the seawall. While the FDOT and other agencies establish defection criteria ranging from 1.5 to 3.0-in, permanent sheet pile walls near residences, roadways, sidewalks, or bicycle paths may not afford such deflections. While not specified in the contract plans, we will limit sheet pile wall deflections to no more than 1.5-in. We will submit a complete sheet pile layout along with detailed fabrication and installation drawings for review and approval prior to installation.

Considerations for Sea Level Rise: Recently, Bill SB 178 (2020) requires the analysis and consideration of Sea Level Rise (SLR) for state funded construction. Given the history of washouts in this area, our team proposes to perform a SLR analysis as part of the scour analysis and that incorporates vulnerability, risk, and adaptive strategies.

Issue: Vibration Monitoring

Vibration monitoring will be a key service provided by the team for all structures within potential risk during the seawall construction.

Solution: We understand the County has identified 18 private residences along the project limits which are within 200 feet of steel sheet pile wall installation and extraction. Our team will minimize the effects of seawall installation, including noise, vibration, and settlement, to the adjacent residential homes along Old A1A by providing a carefully crafted piling installation plan submitted prior to the commencement of pile driving activities. The plan will address, at a minimum, pile hammer size and type, pre-drilling and pre-forming equipment, means of penetrating hard substrate, and methodology for maintaining piling alignment during installation. SUPERIOR will take actions to reduce the vibration induction through the use of variable moment hammers and excavator mounted sheetpilers which greatly reduce vibration effects through the increased control of the sheeting installation. Vibration monitoring will be a key service provided by the team for all structures within potential risk during the seawall construction. Monitoring plans will follow FDOT Standard Specification Section 108 for Monitoring Existing Structures, and will include a review of all nearby structures to identify the structures that fall within the



SUPERIOR using an excavator to install sheet pile

specified monitoring zones, as well as potential high risk structures outside of the standard monitoring limits. Pre-work surveys of the structures and vibration monitoring during vibration inducing operations will be performed.

Issue: Coastal Engineering

Our team will determine the design wave climate in the project area and calculate the design wave forces, scour depth, and overtopping rates for the 100-year return period event which will be used to design the revetment.

Solution: The wave model will account for refraction, shoaling, depth-induced wave breaking, wind-wave growth, and partial diffraction. We will develop the wave model using bathymetric data from site-specific surveys and other public data sources, i.e., the US National Oceanic and Atmospheric Administration and wind data. We will derive mean high water, mean low water, and extreme water levels from measured tidal data, as well as, through calculations of storm surge–including contributions from wind setup, wave setup, and atmospheric pressure–for wave model input to simulate wave conditions for various scenarios.

We will apply results of the wave climate analysis to design the revetment "such that it will remain intact and unmoved after the 100-year storm event" as specified in DCP, with the understanding that revetment slopes, rock, and geotextile material types and sizes, depths/thicknesses, and vertical elevations must not be altered from those presented in the 30% design concept plans. We will also apply the results to calculate the design wave forces on the seawall and scour depths based on equations described in the USACE Coastal Engineering Manual. We will apply the model EurOtop to estimate overtopping due to wave runup during the design storm conditions.

Issue: Geotechnical

Based on review of available existing geotechnical data and past experience, the subsurface conditions generally consist of loose to medium dense sands (SP/SP-SM) with varying amounts of shell in the upper 30 feet. Clayey (plastic) and/or organic soils are not anticipated to have an impact on the proposed construction; however, if encountered, will be addressed in accordance with FDOT Standard Plans. The seasonal high groundwater table (SHGWT) levels are reported to be at depths of greater than six feet below the existing roadway surface. Base clearance to SHGWT is not anticipated to be a concern.

Solution: We are aware of structures along Old A1A in proximity to the proposed sheet pile installation will require a settlement and vibration monitoring plan. Our plan will establish the maximum vibration and settlement thresholds, identify structures that will require condition surveys, settlement, and / or vibration monitoring in accordance with FDOT Specifications. We will review the existing data provided and perform additional test borings, as needed, in accordance with the FDOT Soils and Foundations Handbook and RFQ. Laboratory testing will be completed along with reporting the subsurface conditions encountered at the site. All geotechnical data obtained will be summarized in formal reports to guide the design and construction of the project.

Issue: Signing and Pavement Marketing

The existing and new signing and pavement markings will be upgraded to current FDOT standards.

Solution: The new signing and pavement markings will accommodate the proposed improvements. Given how narrow the road will be, "No Parking on Roadway" signs will be required throughout the project. The existing signs in the project corridor will be evaluated to determine their appropriateness, age, condition and recorded in a sign inventory report. Any signing outside of the existing right-of-way or easements will be documented for replacement. Non-standard or missing signage will be addressed per FDOT's current design criteria.

Issue: Utility Coordination

As with all roadway design projects, utility coordination begins with the early identification of all existing utilities.

Solution: Our team will have a dedicated single point of contact overseeing all utility coordination. Five UAOs have been identified within the project limits, including AT&T Distribution, Comcast Communications, FPL Distribution, FPL Transmission, and St. Johns County Utilities. Utility coordination will include adjustments to overhead utility poles, as well as, utility pedestals and ped boxes.

Issue: Survey & Mapping / Subsurface Utility Engineering

We will also research, recover, and re-establish, as needed, the existing right-of-way of Old A1A, the Coastal Construction Control Line, and the Mean High Water Line.

Solution: Conventional survey methods and the latest technology, Unmanned Aerial System LiDAR will be used to collect the

topographic data. We will use the subsurface utility engineering information from 2020 by George F. Young. The utility designating along the project route will be verified and updated based on the proposed design. Soft dig, VVHs may be performed to verify the utility's exact horizontal and vertical location at proposed conflict locations. Mapping and legal descriptions will be prepared for easement acquisition required as shown in the Proposed Typical Section of Old A1A.

Issue: Environmental / Permitting

The proposed project falls under the jurisdiction of the SJRWMD, FDEP, USACE, FWC, USFWS, SHPO and NMFS.

Solution: We conducted site investigations, analyzed existing environmental GIS data, and reviewed the USFWS' Biological Opinion, Environmental Assessment, and the St. Johns County Summer Haven North and South Finding of No Significant Impact. Our team understands that no permit applications for this project have been submitted to the agencies. *We will begin on day one coordinating with all environmental agencies to expedite issuance of the permits based on our strong relationships with agency staff and past experience with similar projects.* The following are essential state and federal environmental permits that will be needed for the completion of this project.

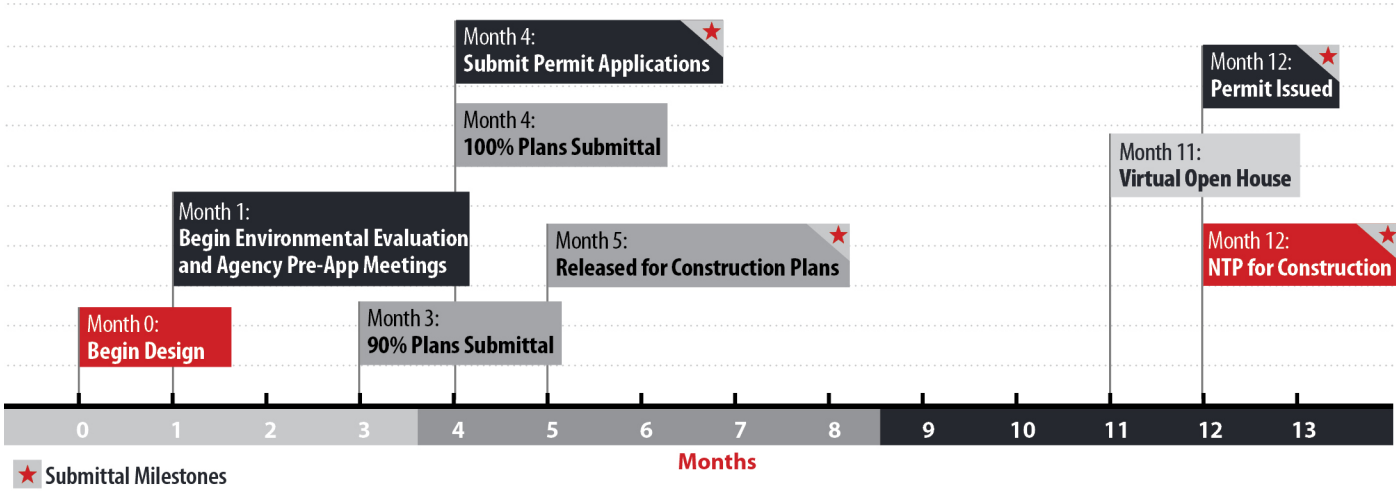
- SJRWMD: Environmental Resource Permit
- USACE: Section 404 / Section 10 Permit
- FDEP: Coastal Construction Control Line Permit
- FDEP: National Pollutant Discharge Elimination System
- FWC: Gopher Tortoise Relocation Permit

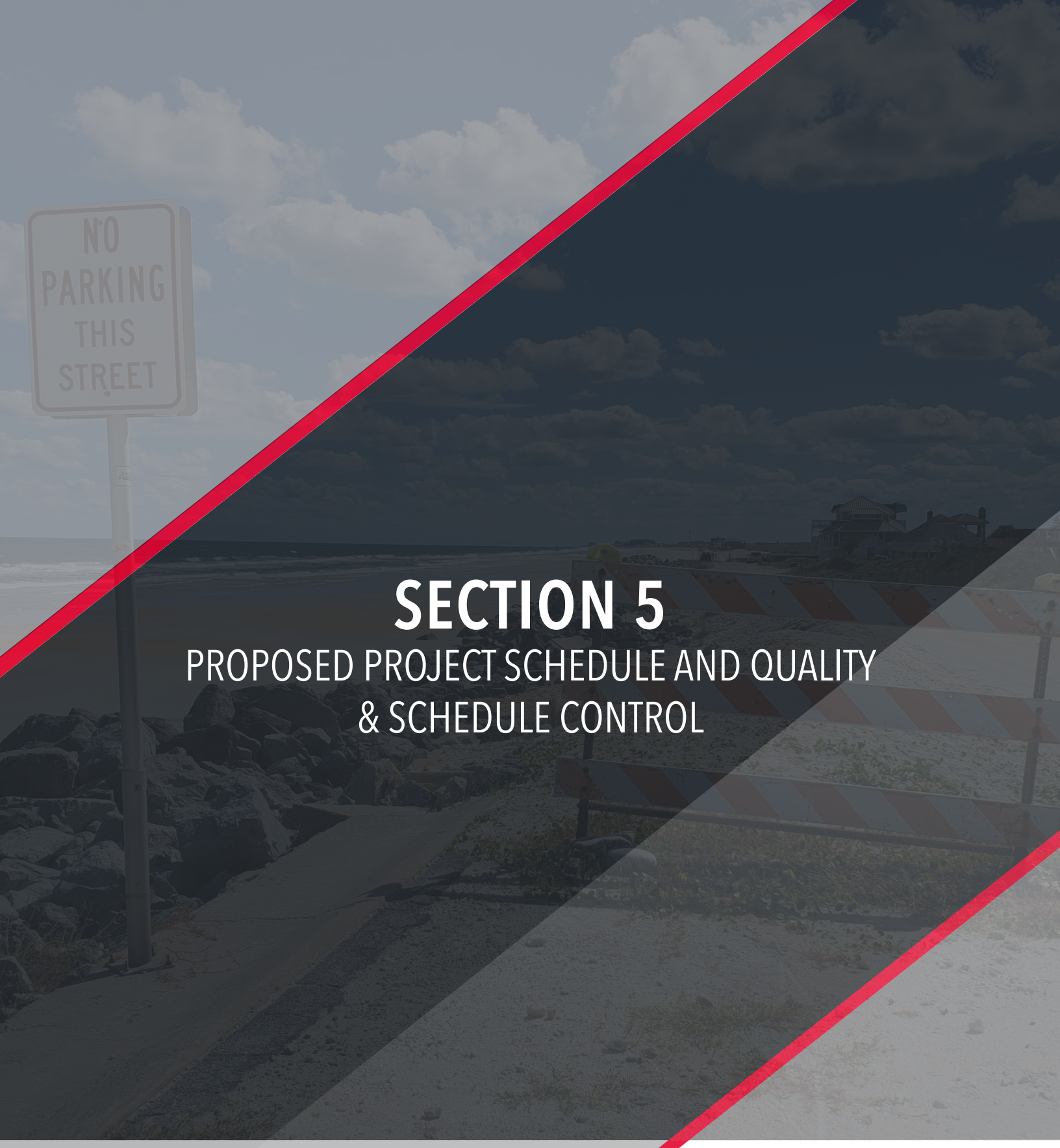
The current design does not have wetland impacts; however, the Atlantic Ocean is a regulated water and is protected under the Clean Water Act and afforded protections below the mean high water level. The project is anticipated to result in work below the mean high water line, triggering a SJRWMD environmental resource permitting and USACE Section 404 permits. If needed, mitigation for these impacts will be determined during the design and permitting phase. The proposed project intends to rebuild Summer Haven North to pre-disaster conditions resulting from Hurricane Matthew by repositioning existing revetment or adding new revetment as necessary. Our team will implement design criteria described in USACE's Programmatic Biological Opinion. We anticipate the project will qualify for the USACE Jacksonville Biological Opinion for shoreline stabilization activities.

DESIGN SUBMITTAL PROCESS

Component plan sets of roadway, drainage, signing and pavement marking, and structural/revetment will be submitted to the St. Johns County Project Manager for distribution to County staff for review and comment. Phase submittals anticipated include 90%, 100% and Final plans; however, the County may determine the 90% submittal is significantly developed enough to proceed to Final Plans stamped "Released for Construction". Typical section and permit submittals will also be required. Our team intends to provide a complete and thorough set of 90% plans in order to expedite the design process and proceed immediately to construction. Our team will act in St. Johns County's best interest to navigate the project dynamics while effectively minimizing costs, exceeding the schedule, and providing a high-quality easily maintainable project.

Figure 8. Submittal Process





SECTION 5

PROPOSED PROJECT SCHEDULE AND QUALITY & SCHEDULE CONTROL

SUPERIOR CONSTRUCTION

DRMP

SECTION 5: PROPOSED PROJECT SCHEDULE AND QUALITY

PROPOSED PROJECT SCHEDULE

This project restores Old A1A and prevents future eroding. SUPERIOR's expertise and creative design and construction will provide the lowest impacts to residents and future beach goers. We will work with the home owners to minimize closures to residents' homes and provide access throughout the construction process.

We will maximize the allowable work days to minimize the amount of time construction impacts residents and beach goers. SUPERIOR will first remove the existing revetment and install the sheet pile wall using an excavator style pile driver that has the ability to install sheet pile with more versatility and mobility than the typical crane pile driving operation. We will then install the geotextile and place bedding stone, D50 underlayer and D50 armor along the shoreline. Then we will demo the northbound traffic lane and construct the new lane by placing embankment, constructing the stabilized subbase and installing six inch limerock base to prepare for the first lift of asphalt. We will then construct the Miami type curb and gutter prior to the placement of asphalt.

After asphalt has been placed, SUPERIOR will then shift the traffic control over to the newly constructed northbound lane. We will then demo the existing southbound lane and construct the six foot x 5 foot exfiltration trench using a trench box operation. Using a trench box to install the drainage system will reduce the footprint of the operation, reduce disturbances to residents' properties, and provide less interruptions to resident access. We will then construct the southbound lane by placing embankment, constructing the stabilized subbase and installing six inch limerock base in preparation for the first lift of asphalt. SUPERIOR will construct the Miami type curb and gutter prior to placing the asphalt. Upon completion of the first lift of asphalt, we will construct the second lift of asphalt and place the final pavement markings and signs. We have a proven history of delivering a high quality product in a timely manner and are committed to continue that history with this important beach infrastructure project.

QUALITY CONTROL

Delivering quality while providing a safe environment are top priorities for our team that align with one another. QA/QC Manager, Kevin Born, and Safety Director, Bobby Greer, CSP, CHST, will manage quality and safety, respectively. Both Kevin and Bobby will maintain the authority to stop work if they observe conditions that compromise quality or safety. They will be accountable to our executive leaders and supported with on-site quality and safety managers. The executive group includes senior leaders from SUPERIOR and DRMP who will monitor our team's performance and verify the work is completed in alignment with our contract commitments and the County's expectations. As SUPERIOR is a fourth generation family-owned and operated firm, the County will have easy access to senior leadership and benefit from our ability to be nimble for timely decisions.

As QC Manager, Kevin will be responsible for managing overall QC, including pile driving, structural concrete, earthwork, and asphalt. Kevin will verify quality construction and processes for a successful project.

Design Coordination Meetings

The purpose of these meetings is to facilitate interdisciplinary coordination and a quality design. Each task force leader, representing both design and construction, will present the status of their respective discipline action items, schedule, and QC reviews.

Design QC

Design QC Program

Our QC process starts from day one and continues until the project is finished. Our design team will be lead by Design QA/QC Manager, Allen Schrumpf, PE. We will develop a project Quality Management Plan (QMP) and will submit to the County within fifteen (15) days following issuance of the written Notice to Proceed. The QMP includes procedures, checklists and individuals responsible for reviewing the various design disciplines. The primary focus of this plan will be to implement policies that provide internal means for control and review so that the investigative, analysis, and design work performed by our team meets accepted professional standards. *Our goal is to minimize the County's review effort. Ultimately, it is our responsibility to provide you with a high-quality product.*

QC Plan

Our team performs QC for each deliverable type (e.g., reports, plans, specifications, estimates, models).

Our unique nine-step QC process consists of:

- Production Check: a four-step process where the Lead Technical Professional Engineer and Production Control Reviewer ensure the documents are checked and ready for QC.
- QC Check: a five-step process where the Lead Technical Professional submits the documents to the QC Reviewer (not

involved in Production Check) for complete independent quality review.

Additional Independent QC Reviews

- Peer Review: We engage senior staff not involved in the project to vet design solutions and identify complexity, potential liability exposure and other sensitive items.
- Constructability Review: Our in-house CEI staff along with Contractor representatives perform reviews, help avoid errors and omissions in specifications and drawings, and identify any potential construction constraints.
- Additional Reviews: Our team also performs maintainability, safety and plans-in-hands field reviews.

Figure 9. QC Process



QA Plan

QA is a company-wide process that confirms that the proper processes are in place to assure that our services and products meet the standard of care. Our Quality Assurance (QA) Plan identifies procedural shortfalls and recommends changes to improve our processes. The QA form contains the following: Executive Summary, Evaluation Method, Findings and Observations, and Recommendations. QA Managers will perform QA on all of our submittals including our subconsultants' documents.

QC Staff and Documentation

Defines a list of required deliverables and associated discipline area leads and staff. By doing so, our team commits staff to the project and ensures a consistent level of quality. Our QMP will identify the following staff:

- Engineer of Record per Discipline
- Lead Technical Professional per Discipline
- QC Reviewer per Discipline
- QC Manager

Checklist and Certificate of Compliance

- Discipline Checklists

Construction QC

Our team will take responsibility for the quality of the work and all QC activities, including construction inspection, materials testing, and reporting required by the contract. Through the development and implementation of a project-specific Quality Control Plan (QCP), we will verify adherence to the standards set forth in the contract and systematically evaluate the adequacy and appropriateness of our work. The QCP will contain the project standards and measurable goals, along with the established policies and procedures. The QCP will also require staff training and continuous review of data associated with the project standards. The QCP will contain a quality assurance component to act as a system of checks and balances for the life of the project.

Construction QC Program

A well-structured QC management system is essential to the smooth and efficient handling of any construction project. As projects increase in size and sophistication, the need to maintain consistent oversight of QC operations is of the utmost importance. SUPERIOR's QC Department is tasked with minimizing the number and severity of quality incidents.

Our QC goals are met through implementing:

- Compliance with specified standards as a minimum when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- Designated QC Manager will have full authority to act as SUPERIOR's agent to institute any and all actions necessary for the successful implementation of all QC activities. The QC Manager will be on-site daily to administer QC activities, including administering, scheduling, monitoring and as necessary, adjusting the processes to verify compliance with the contract documents.
- Developing standardized work plans for each major type of

construction activity.

- Inspecting by independent consultants.
- Evaluating and certifying subcontractors and suppliers.
- Timely reporting of QC issues.
- Prompt problem / incident remediating.
- Qualified independent testing firm to perform all laboratory and field testing as identified by standard specifications.

SUPERIOR's QC Department remains current on the latest trends and methods of QC. Our program verifies the highest standard of testing and QC are achieved. Each of our projects is supervised by our company QC Manager. Through strict adherence to QC guidelines, SUPERIOR strives to minimize and eliminate QC incidents, increase productivity, and deliver a project with maximum customer satisfaction in a Safety First - Quality First environment.

3D Modeling / Machine Control

Our approach to a quality-driven project begins with 3D modeling and Automated Machine Control (AMC). SUPERIOR is the front-runner in Florida, partnering to lead 3D design and construction. Our 3D history dates back to 2012. Our team developed our first 3D model and AMC on the SR 9B Phase II DB project, as well as the recently completed award-winning SR 9B Phase III DB. SUPERIOR has invested and installed this AMC system on all grade control equipment (dozers, graders, concrete paving) and has exclusively used the AMC systems for 26 FDOT projects.

The 3D model is of great value identifying key drainage issues during MOT phasing, utility conflicts, and final roadway design. This process allows for better accuracy of grading, project cost and quantities, and reduced risk during the bid phase. DRMP will develop the 3D design model, including detailed phased construction sequencing to enable a predictable outcome during construction. Our extensive modeling and construction planning experience will allow us the opportunity to virtually build the project before crews are mobilized to the site. This 3D model will serve as the basis of all plan development and survey control to construct the project. SUPERIOR will incorporate the model into our AMC systems, and use of drones to monitor and quantify our projects.

We will properly coordinate with the County and FAA prior to any usage of drones, including completing the FAA Airspace Authorization application on the FAA Drone Zone Portal. It is the commitment of the DB team that all aspects of roadway and pavement construction from grading, aggregate base, and final roadway surfacing use the AMC systems. We will use the 3D model for each phase to verify nothing is missed. By using 3D modeling software for earthwork operations, we significantly improve the accuracy of slopes, subgrade, and base course, while improving construction efficiency and duration. The advantage to this system is everyone is working from the same electronic design file (DB team and the County). This approach greatly reduces errors in the field, thereby producing a better-quality product, expedited construction durations, and less re-work. As changes are made to the plans, we will adapt and adjust our operations faster to limit delays.

The SUPERIOR Team developed a QC spreadsheet to check all phases of the model to validate elevations match the design for AMC. The QA / QC check is completed to ensure the calculated grades from the plans match the model design. SUPERIOR will not accept the completed model from DRMP unless it includes the completed spreadsheet.

SCHEDULE CONTROL

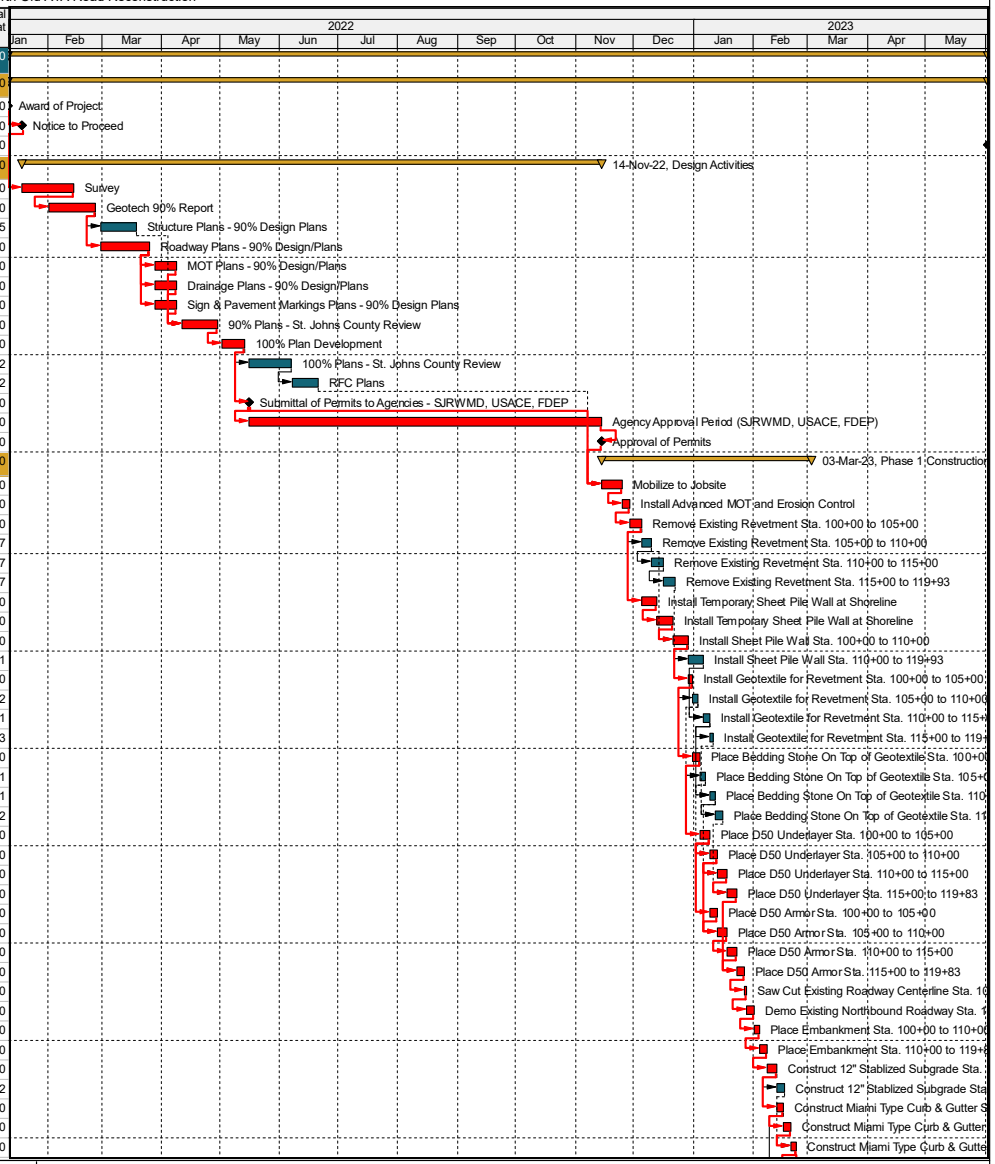
The most critical way to complete the project on-time and under-budget is to have everyone working together toward the same goal. We will involve all team members in the scheduling process to identify key critical points and milestone dates.

Upon award for pre-construction services, David Blair will work with DRMP to develop a detailed design deliverable schedule, concurrently as we develop the detailed construction CPM schedule. Once the two schedules are developed, we will hold a meeting with the County to review, compress if necessary, and agree on a consolidated and composite schedules. We will include permitting, coastal analysis, component packages such as structures to accelerate construction, phasing, coordination, and third-party utilities. We will review this schedule at our weekly design coordination meetings. David Blair, Construction Project Manager, will update and submit the master CPM schedule monthly.

Figure 10. Project Schedule

Summer Haven North Old A1A Road Reconstruction

Activity ID	Activity Name	Original Duration	Start	Finish	Predecessors	Successors	Total Float
Summer Haven North Old A1A Road Reconstruction		363	11-Jan-22	02-Jun-23			0
Project Milestones		363	11-Jan-22	02-Jun-23			0
AD1000	Award of Project	0	11-Jan-22			AD1010	0
AD1010	Notice to Proceed	0	18-Jan-22		AD1000	D1000	0
AD1020	Finish Construction	0		02-Jun-23	A1630		0
Design Activities		214	18-Jan-22	14-Nov-22			0
D1000	Survey	20	18-Jan-22	14-Feb-22	AD1010	D1010	0
D1010	Geotech 90% Report	19	01-Feb-22	25-Feb-22	D1000	D1030, D1020	0
D1020	Structure Plans - 90% Design Plans	15	28-Feb-22	18-Mar-22	D1010	D1070	15
D1030	Roadway Plans - 90% Design/Plans	20	28-Feb-22	25-Mar-22	D1010	D1040, D1050	0
D1040	MOT Plans - 90% Design/Plans	10	28-Mar-22	08-Apr-22	D1030	D1070	0
D1050	Drainage Plans - 90% Design/Plans	10	28-Mar-22	08-Apr-22	D1030	D1070	0
D1060	Sign & Pavement Markings Plans - 90% Design Plans	10	28-Mar-22	08-Apr-22	D1030	D1070	0
D1070	90% Plans - St. Johns County Review	15	11-Apr-22	29-Apr-22	D1020, D1040	D1080	0
D1080	100% Plan Development	10	02-May-22	13-May-22	D1070	D1090, D1110	0
D1090	100% Plans - St. Johns County Review	15	16-May-22	06-Jun-22	D1080	D1100	102
D1100	RFC Plans	10	07-Jun-22	20-Jun-22	D1090	A1020	102
D1110	Submittal of Permits to Agencies - SJRWMD, USACE, FDEP	0	16-May-22		D1080	A1020, D1120	0
D1120	Agency Approval Period (SJRWMD, USACE, FDEP)	130	16-May-22	14-Nov-22	D1110	D1130	0
D1130	Approval of Permits	0		14-Nov-22	D1120	A1020	0
Phase 1 Construction		79	14-Nov-22	03-Mar-23			0
A1020	Mobilize to Jobsite	10	14-Nov-22	25-Nov-22	D1100, D1110,	A1030	0
A1030	Install Advanced MOT and Erosion Control	3	25-Nov-22	29-Nov-22	A1020	A1040	0
A1040	Remove Existing Revetment Sta. 100+00 to 105+00	5	29-Nov-22	05-Dec-22	A1030	A1050, A1072	0
A1050	Remove Existing Revetment Sta. 105+00 to 110+00	5	05-Dec-22	10-Dec-22	A1040	A1080, A1060	7
A1060	Remove Existing Revetment Sta. 110+00 to 115+00	5	10-Dec-22	16-Dec-22	A1050	A1070	7
A1070	Remove Existing Revetment Sta. 115+00 to 119+93	5	16-Dec-22	22-Dec-22	A1060	A1090	7
A1072	Install Temporary Sheet Pile Wall at Shoreline	6	05-Dec-22	13-Dec-22	A1040	A1074	0
A1074	Install Temporary Sheet Pile Wall at Shoreline	6	13-Dec-22	21-Dec-22	A1072	A1080	0
A1080	Install Sheet Pile Wall Sta. 100+00 to 110+00	7	21-Dec-22	29-Dec-22	A1050, A1074	A1090, A1100	0
A1090	Install Sheet Pile Wall Sta. 110+00 to 119+93	7	29-Dec-22	06-Jan-23	A1070, A1080	A1120	1
A1100	Install Geotextile for Revetment Sta. 100+00 to 105+00	2	29-Dec-22	31-Dec-22	A1080	A1110, A1140	0
A1110	Install Geotextile for Revetment Sta. 105+00 to 110+00	2	31-Dec-22	03-Jan-23	A1100	A1120, A1150	2
A1120	Install Geotextile for Revetment Sta. 110+00 to 115+00	2	06-Jan-23	09-Jan-23	A1110, A1090	A1130, A1160	1
A1130	Install Geotextile for Revetment Sta. 115+00 to 119+93	2	09-Jan-23	11-Jan-23	A1120	A1170	3
A1140	Place Bedding Stone On Top of Geotextile Sta. 100+00 to 105+00	3	31-Dec-22	04-Jan-23	A1100	A1150, A1180	0
A1150	Place Bedding Stone On Top of Geotextile Sta. 105+00 to 110+00	3	04-Jan-23	07-Jan-23	A1140, A1110	A1160, A1190	1
A1160	Place Bedding Stone On Top of Geotextile Sta. 110+00 to 115+00	3	09-Jan-23	12-Jan-23	A1150, A1120	A1170, A1200	1
A1170	Place Bedding Stone On Top of Geotextile Sta. 115+00 to 119+83	3	12-Jan-23	16-Jan-23	A1160, A1130	A1210	2
A1180	Place D50 Underlayer Sta. 100+00 to 105+00	4	04-Jan-23	09-Jan-23	A1140	A1190, A1220	0
A1190	Place D50 Underlayer Sta. 105+00 to 110+00	4	09-Jan-23	13-Jan-23	A1180, A1150	A1200, A1230	0
A1200	Place D50 Underlayer Sta. 110+00 to 115+00	4	13-Jan-23	18-Jan-23	A1190, A1160	A1210	0
A1210	Place D50 Underlayer Sta. 115+00 to 119+83	4	18-Jan-23	23-Jan-23	A1200, A1170	A1250	0
A1220	Place D50 Armor Sta. 100+00 to 105+00	4	09-Jan-23	13-Jan-23	A1180	A1230	0
A1230	Place D50 Armor Sta. 105+00 to 110+00	4	13-Jan-23	18-Jan-23	A1220, A1190	A1240	0
A1240	Place D50 Armor Sta. 110+00 to 115+00	4	18-Jan-23	23-Jan-23	A1230	A1250	0
A1250	Place D50 Armor Sta. 115+00 to 119+83	4	23-Jan-23	27-Jan-23	A1240, A1210	A1260	0
A1260	Saw Cut Existing Roadway Centerline Sta. 100+00 to 119+83	1	27-Jan-23	28-Jan-23	A1250	A1270	0
A1270	Demo Existing Northbound Roadway Sta. 100+00 to 119+83	3	28-Jan-23	01-Feb-23	A1260	A1280	0
A1280	Place Embankment Sta. 100+00 to 110+00	3	01-Feb-23	04-Feb-23	A1270	A1290	0
A1290	Place Embankment Sta. 110+00 to 119+83	3	04-Feb-23	08-Feb-23	A1280	A1300	0
A1300	Construct 12" Stablized Subgrade Sta. 100+00 to 110+00	4	08-Feb-23	13-Feb-23	A1290	A1310, A1320	0
A1310	Construct 12" Stablized Subgrade Sta. 110+00 to 119+83	4	13-Feb-23	17-Feb-23	A1300	A1340	2
A1320	Construct Miami Type Curb & Gutter Sta. 100+00 to 105+00	3	13-Feb-23	16-Feb-23	A1300	A1330, A1360	0
A1330	Construct Miami Type Curb & Gutter Sta. 105+00 to 110+00	3	16-Feb-23	20-Feb-23	A1320	A1340	0
A1340	Construct Miami Type Curb & Gutter Sta. 110+00 to 115+00	3	20-Feb-23	23-Feb-23	A1330, A1310	A1350, A1380	0

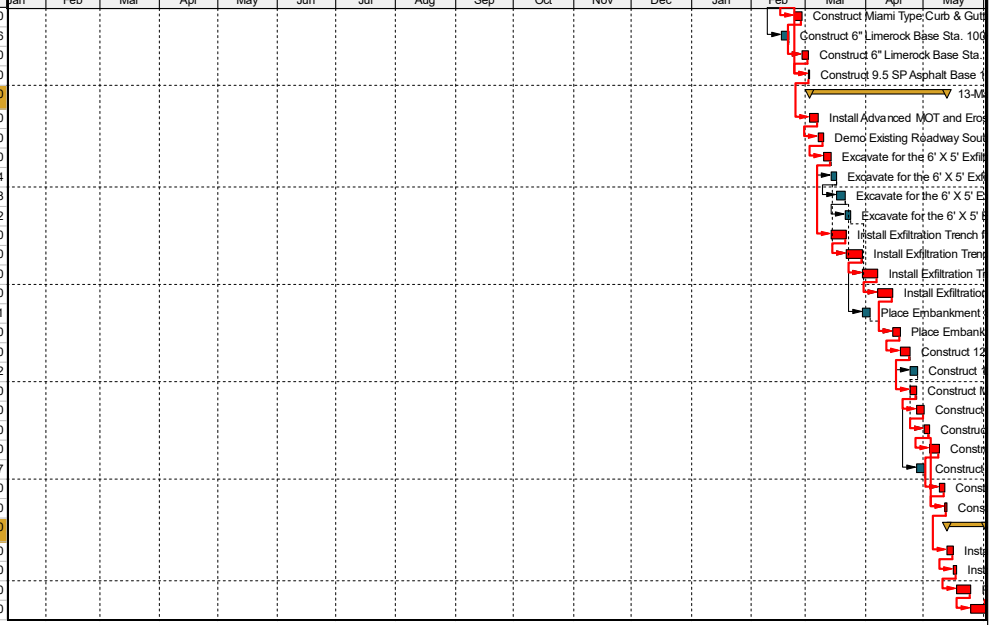


Actual Work | Remaining Work | Critical Remaining Work | Milestone | Summary

Page 1 of 2

Summer Haven North Old A1A Road Reconstruction

Activity ID	Activity Name	Original Duration	Start	Finish	Predecessors	Successors	Total Float
A1350	Construct Miami Type Curb & Gutter Sta. 115+00 to 119+83	3	23-Feb-23	27-Feb-23	A1340	A1370	0
A1360	Construct 6" Limerock Base Sta. 100+00 to 110+00	3	16-Feb-23	20-Feb-23	A1320	A1370	6
A1370	Construct 6" Limerock Base Sta. 110+00 to 119+83	3	27-Feb-23	02-Mar-23	A1360, A1350	A1380	0
A1380	Construct 9.5 SP Asphalt Base 1" Sta. 110+00 to 119+83	1	02-Mar-23	03-Mar-23	A1370, A1340	A1390	0
Phase 2 Construction		61	03-Mar-23	13-May-23			0
A1390	Install Advanced MOT and Erosion Control	3	03-Mar-23	07-Mar-23	A1380	A1400	0
A1400	Demo Existing Roadway Southbound Lane Sta. 100+00 to 119+83	3	07-Mar-23	10-Mar-23	A1390	A1410	0
A1410	Excavate for the 6' X 5' Exfiltration Trench Sta. 100+00 to 105+00	3	10-Mar-23	14-Mar-23	A1400	A1420, A1450	0
A1420	Excavate for the 6' X 5' Exfiltration Trench Sta. 105+00 to 110+00	3	14-Mar-23	17-Mar-23	A1410	A1430, A1460	4
A1430	Excavate for the 6' X 5' Exfiltration Trench Sta. 110+00 to 115+00	3	17-Mar-23	21-Mar-23	A1420	A1440, A1470	8
A1440	Excavate for the 6' X 5' Exfiltration Trench Sta. 115+00 to 119+83	3	21-Mar-23	24-Mar-23	A1430	A1480	12
A1450	Install Exfiltration Trench from S-1 to S-5	7	14-Mar-23	22-Mar-23	A1410	A1460	0
A1460	Install Exfiltration Trench from S-5 to S-9	7	22-Mar-23	30-Mar-23	A1450, A1420	A1470, A1490	0
A1470	Install Exfiltration Trench from S-9 to S-15	7	30-Mar-23	07-Apr-23	A1460, A1430	A1480	0
A1480	Install Exfiltration Trench from S-15 to S-18	7	07-Apr-23	15-Apr-23	A1470, A1440	A1500	0
A1490	Place Embankment Sta. 100+00 to 110+00	3	30-Mar-23	03-Apr-23	A1460	A1500	11
A1500	Place Embankment Sta. 110+00 to 119+83	3	15-Apr-23	19-Apr-23	A1490, A1480	A1510	0
A1510	Construct 12" Stablized Subgrade Sta. 100+00 to 110+00	4	19-Apr-23	24-Apr-23	A1500	A1520, A1530	0
A1520	Construct 12" Stablized Subgrade Sta. 110+00 to 119+83	4	24-Apr-23	28-Apr-23	A1510	A1550	2
A1530	Construct Miami Type Curb & Gutter Sta. 100+00 to 105+00	3	24-Apr-23	27-Apr-23	A1510	A1540, A1570	0
A1540	Construct Miami Type Curb & Gutter Sta. 105+00 to 110+00	3	27-Apr-23	01-May-23	A1530	A1550	0
A1550	Construct Miami Type Curb & Gutter Sta. 110+00 to 115+00	3	01-May-23	04-May-23	A1540, A1520	A1560, A1590	0
A1560	Construct Miami Type Curb & Gutter Sta. 115+00 to 119+83	4	04-May-23	09-May-23	A1550	A1580	0
A1570	Construct 6" Limerock Base Sta. 100+00 to 110+00	3	27-Apr-23	01-May-23	A1530	A1580	7
A1580	Construct 6" Limerock Base Sta. 110+00 to 119+83	3	09-May-23	12-May-23	A1570, A1560	A1590	0
A1590	Construct 9.5 SP Asphalt Base 1" Sta. 110+00 to 119+83	1	12-May-23	13-May-23	A1580, A1550	A1600	0
Phase 3 Construction		14	13-May-23	02-Jun-23			0
A1600	Install Advanced MOT and Erosion Control	2	13-May-23	16-May-23	A1590	A1610	0
A1610	Install Permanent Signs and Pavement Markings	2	16-May-23	18-May-23	A1600	A1620	0
A1620	Punchlist and Demobilize	5	18-May-23	25-May-23	A1610	A1630	0
A1630	Install Thermoplastic Striping	7	25-May-23	02-Jun-23	A1620	AD1020	0



Actual Work | Remaining Work | Critical Remaining Work | Milestone | Summary

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT G

PROJECT STATUS REPORT
(Complete and Submit)

1. **Name of Project**: SR A1A Widening
Project Description: Hurricane Michael storm damage repair, utility coordination, secant wall, new French drain system, roadway reconstruction, MOT phasing, public involvement

Original Completion Date: December 2019 Final Completion Date: December 2019

Brief Explanation of any Schedule Variances: NA

2. **Name of Project**: Kernan Blvd Widening Design-Build
Project Description: Phased road widening, road reconstruction, utility relocation, new stormwater system, multi-use path, extending box culvert section, raised medians, new lighting, public involvement

Original Completion Date: December 2020 Final Completion Date: June 2020

Brief Explanation of any Schedule Variances: Innovative drainage system design

3. **Name of Project**: SR 9B Phase III Design-Build
Project Description: Final phase of limited access roadway, utility coordination, coordination with St. Johns County, roadway construction, pedestrian bridge

Original Completion Date: September 2019 Final Completion Date: September 2019

Brief Explanation of any Schedule Variances: NA

4. **Name of Project**: Howell Drive / Ribault River Bridge Replacement
Project Description: New four-span bridge replacement, multi-use path, public involvement

Original Completion Date: September 2020 Final Completion Date: September 2020

Brief Explanation of any Schedule Variances: NA

5. **Name of Project**: Coastline Dr & Liberty St Bridge Replacement Design-Build
Project Description: Structure demolition, roadway reconstruction, utility relocation, sheet pile walls, utility coordination

Original Completion Date: December 2020 Final Completion Date: December 2020

Brief Explanation of any Schedule Variances:
NA

6. **Name of Project**: Imeson Park Blvd Design-Build
Project Description: Road reconstruction and extension, new drainage system, excavation, earth stabilization, concrete removal, embankment

Original Completion Date: March 2017 Final Completion Date: March 2017

Brief Explanation of any Schedule Variances: NA

7. **Name of Project**: JRTC Pedestrian Bridge
Project Description: Structural steel pedestrian bridge structure

Original Completion Date: July 2020 Final Completion Date: July 2020

Brief Explanation of any Schedule Variances: NA

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT G

PROJECT STATUS REPORT DRMP
(Complete and Submit)

1. **Name of Project**: City of Jacksonville - Helen Cooper Floyd Park Mayport
Project Description: DRMP provided surveying services as part of a continuing contract to Helen Cooper Floyd Park in Duval County. Services included a water boundary survey, since several of the boundary lines were based in tidal waters, an ALTA/NSPS Land Title Survey, and coordination with FDEP
Original Completion Date: May 2021 Final Completion Date: May 2021
Brief Explanation of any Schedule Variances: NA

2. **Name of Project**: FPL Lewis Substation in St. Augustine
Project Description: As a part of a continuing contract with FPL, DRMP provided subsurface utility designation services for Lewis Substation in St. Augustine, Florida.
Original Completion Date: May 2021 Final Completion Date: May 2021
Brief Explanation of any Schedule Variances: NA

3. **Name of Project**: UF Thermal Design Additional SUE QL-A at COGEN-RABON-ARB
Project Description: DRMP provided SUE services to UF, including non-destructive utility exaction test holes, SUE SUE Quality Level B designation, compiling a GIS database based on SUE discoveries and MOT
Original Completion Date: May 2021 Final Completion Date: May 2021
Brief Explanation of any Schedule Variances: NA

4. **Name of Project**: Universal Boulevard at Shingle Creek
Project Description: DRMP designed four single-arm Mast Arm signals at the intersection of Universal Boulevard at Rosen Shingle Creek. Services included signing and pavement markings, signal design, MOT, minor intersection design, and coordination with survey and utility owners
Original Completion Date: May 2021 Final Completion Date: May 2021
Brief Explanation of any Schedule Variances: NA

5. **Name of Project**: Texas Avenue
Project Description: DRMP provided services to shift the eastbound approach at Texas Avenue to Rio Grande Avenue to allow for the construction of a sidewalk. Analysis of two existing concrete strain poles were found to be structurally inadequate under new loading.
Original Completion Date: May 2021 Final Completion Date: May 2021
Brief Explanation of any Schedule Variances:
NA

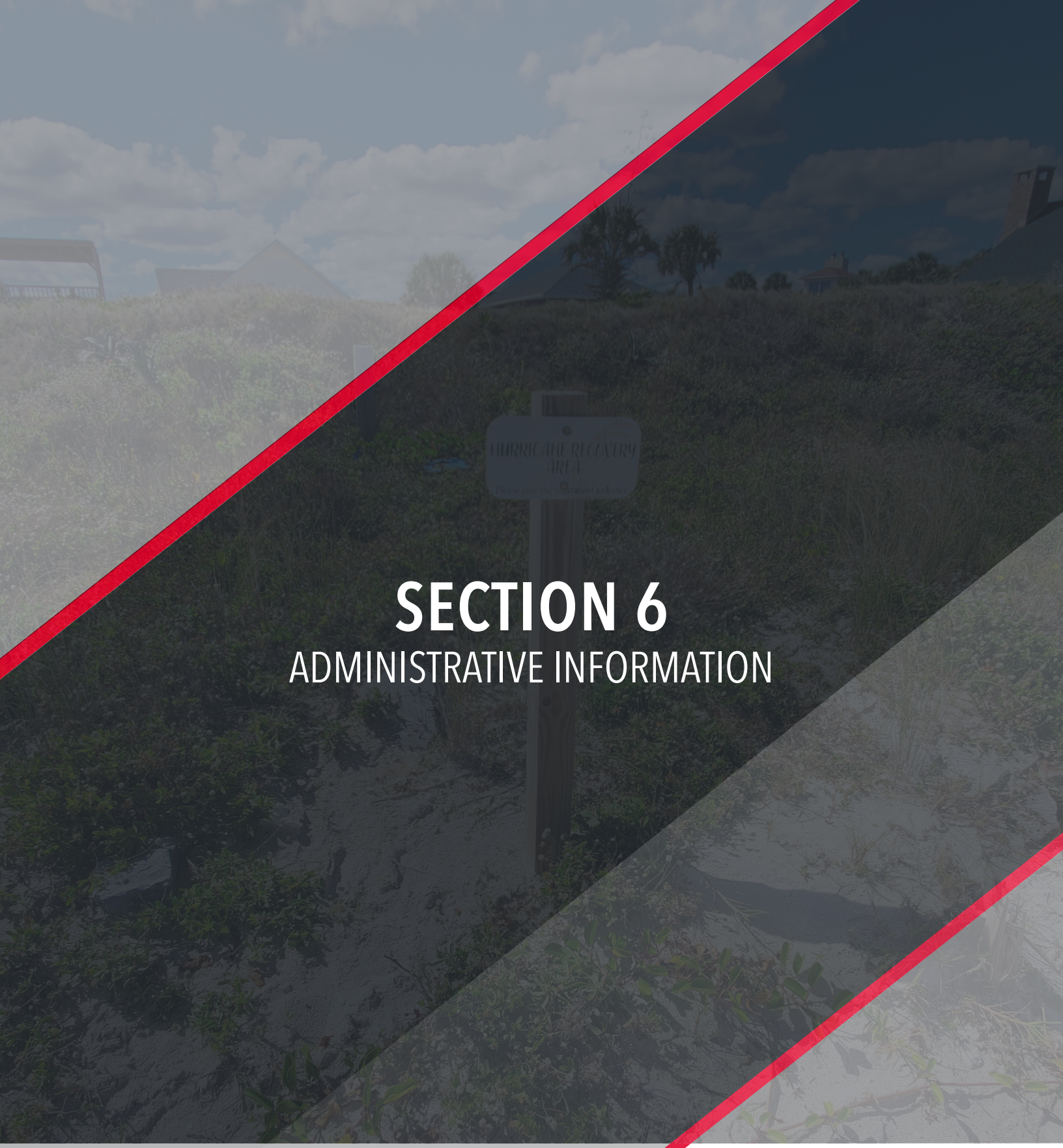
6. **Name of Project**: FDOT District Five, SR 5/US 1 at Hibiscus Ballard
Project Description: DRMP performed roadway and traffic improvements at several intersections along SR 5/US 1. Project included design of traffic signal improvements to install mast arms at five intersections along SR 5/US 1 including at Hibiscus Blvd, SR 500 (US 192), Ballard Drive/Babcock St, Prospect Ave, and New Haven Ave.
Original Completion Date: May 2021 Final Completion Date: May 2021

Brief Explanation of any Schedule Variances: NA

7. **Name of Project**: Malabar Box Culvert Post Design
Project Description: Provided services for the construction of a new box culvert under Malabar Road. The location of the box culvert is to the east of Championship Circle NW. This box culvert will convey flow associated with Melbourne-Tillman Water Control District Canal C-8.

Original Completion Date: April 2021 Final Completion Date: April 2021

Brief Explanation of any Schedule Variances: NA



SECTION 6

ADMINISTRATIVE INFORMATION

SUPERIOR CONSTRUCTION

DRMP

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

QUALIFICATION SUBMITTAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	**RFQ Cover Page**		
	Cover Letter	☑	
Section 2	**Company & Staff Qualifications**		
Attachment A	Qualification Certifications Notarized	☑	
Attachment B	Licenses/Certifications	☑	
Attachment C	Claims/Liens/Litigation History	☑	
Attachment D	List of Proposed Sub-Consultants/Sub-Contractors	☑	
Attachment E	Key Personnel	☑	
	Company Organization Chart	☑	
Section 3	**Related Experience and References**		
Attachment F	Project References	☑	
Section 4	**Approach & Methodology**		
		☑	
Section 5:	**Proposed Design Schedule and Quality & Schedule Control**		
Attachment G	Project Status Report	☑	
Section 6:	**Administrative Information**		
Attachment H	Affidavit of Solvency	☑	
Attachment I	St. Johns County Affidavit	☑	
Attachment J	Conflict of Interest Disclosure	☑	
Attachment K	Drug Free Work Place Form	☑	
Attachment L	Proof of Insurance with Limits	☑	
Attachment M	Sworn Statement on Public Entity Crimes	☑	
Attachment N	Certification For Disclosure of Lobbying Activities	☑	
Attachment O	Equal Opportunity Report Statement	☑	
Attachment P	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions	☑	
Attachment Q	Byrd Anti-lobbying Compliance & Lobbing Certification	☑	
Attachment R	Certification of Non-segregated Facilities	☑	
Attachment S	Non-Collusion Certification	☑	
Attachment T	E-Verify Affidavit	☑	
Attachment U	MBE/WBE/DBE Certificate (If Applicable)	NA	
	Acknowledged Addenda (if applicable)	☑	

Addendum #1
Addendum #2
Addendum #3
Addendum #4

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT H

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Superior Construction Company Southeast, LLC (Respondent), being of lawful age and being duly sworn I, Bhavin Naik (Affiant), as _____ Manager (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 18th day of November, 20 21.

Signature of Affiant

STATE OF Florida)

COUNTY OF Duval)

Subscribed and sworn to before me this 18th day of November, 2021, by Bhavin Naik who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Catherine H Jackson
Notary Public

My commission expires:
July 17, 2022

Notary Public State of Florida
Catherine Hanna Jackson
My Commission GG 237231
Expires 07/17/2022

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT I

AFFIDAVIT

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

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.

Before me, the undersigned authority, personally appeared Bhavin Naik (Affiant) who, being duly sworn, deposes and says he is Manager (Title) of Superior Construction Company Southeast, LLC (Respondent) submitting the attached Qualifications Submittal for the services covered by the RFQ documents for **RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his 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 proposal 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.

Superior Construction Company Southeast, LLC
(Proposer)

By _____

Manager
(Title)

STATE OF Florida)

COUNTY OF Duval)

Subscribed and sworn to before me this 18th day of November, 2021, by Bhavin Naik who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Catherine H Jackson
Notary Public

Notary Public State of Florida
Catherine Hanna Jackson
My Commission GG 237231
Expires 07/17/2022

My commission expires:
July 17, 2022

RESPONDENT MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO THE QUALIFICATIONS SUBMITTAL.

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT J

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

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 consultant's/contractor'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.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor'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: Superior Construction Company Southeast, LLC

Authorized Representative(s):

Signature	Bhavin Naik, Manager Print Name/Title
Signature	Julian Rozo, Manager Print Name/Title

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT K

St. Johns County Board of County Commissioners
Drug-Free Workplace Form

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

Superior Construction Company Southeast, LLC 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

November 18, 2021
Date

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT L

CERTIFICATES OF INSURANCE
(Attach or insert copy here)

Respondents shall submit insurance certificates reflecting the minimum coverages specified herein in Part V: Contract Requirements; K. Insurance, or certification from an appropriate insurance provider attesting to the Respondent's ability to acquire the required minimum coverages upon award.

Failure to provide proof of current insurance coverage or certification of Respondent's ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

SUPECON-01 MLEHMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2021

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

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

PRODUCER
American Global LLC
900 S Pine Island Road
Suite 210
Plantation, FL 33324

CONTACT NAME: AG FL Insurance Team
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: certsFL@americanglobal.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Allied World National Assurance Company	10690
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Superior Construction Company Southeast, LLC
7072 Business Park Blvd N
Jacksonville, FL 32256

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	TB5-691-465128-021	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	AS5-691-465128-031	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	0309-9383	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WA5-69D-465128-011	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			CEO742012007	1/1/2021	1/1/2022	Agg.; Per Claim	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance for RFQ: 22-15; Design-Build Services for Summer Haven North Old A1A Road Reconstruction
St. Johns County is included as Additional Insured in accordance with the policy provisions of the General Liability, Auto Liability, and Umbrella Liability Policies. General Liability, Auto Liability, and Umbrella Liability Policies evidenced herein are Primary Noncontributory to other insurance available to the Additional Insureds, but only in accordance with the Policy Provisions. A Waiver of Subrogation is granted in favor of the Additional Insureds in accordance with the policy provisions of the General Liability, Auto Liability, Umbrella Liability and Worker's Compensation Policies and if permissable by law. Notice of cancellation subject to the terms and conditions of the Policies.

CERTIFICATE HOLDER

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
Saint Augustine, FL 32084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT M

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

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Bhavin Naik, who, being by me first duly sworn, made the following statement:

1. The business address of Superior Construction Company Southeast, LLC (name of Offeror or business) is 7072 Business Park Blvd N., Jacksonville, FL 32256.

2. My relationship to Superior Construction Company Southeast, LLC (name of Offeror or business) is Manager (relationship such as sole proprietor, partner, president, vice president).

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 proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by 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 by 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 entered 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 Offeror or contractor, 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 Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. 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.)~~**

Superior Construction Company Southeast, LLC
Name of Business

By: _____
Printed Name: Bhavin Naik
Title: Manager

STATE OF Florida
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 18th day of November, 20 21, by Bhain Naik, as Manager of Superior Construction Company Southeast , LLC and who:

[*Notary: Please select one*]
X is personally known to me; or
□ has produced _____ as identification.

Notary Public State of Florida
Catherine Hanna Jackson
My Commission GG 237231
Expires 07/17/2022

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT N

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: Superior Construction Company Southeast, LLC

By: Bhavin Naik Date: November 18, 2021

Authorized Signature: 

Title: Manager

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT O

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) 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 Consultant 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 Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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-Consultant or vendor. The Consultant 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 Consultant becomes

involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Bhavin Naik

SIGNATURE: 

TITLE: Manager

NAME OF FIRM: Superior Construction Company Southeast, LLC

DATE: November 18, 2021

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT P

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): Bhavin Naik

SIGNATURE: 

TITLE: Manager

NAME OF FIRM: Superior Construction Company Southeast, LLC

DATE: November 18, 2021

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT Q

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000). The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant, Bhavin Naik, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): Bhavin Naik

SIGNATURE: 

TITLE: Manager

NAME OF FIRM: Superior Construction Company Southeast, LLC

DATE: November 18, 2021

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT R

St. Johns County Certification of Non-segregated Facilities

The federally assisted construction Consultant certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Consultant agrees that (except where he has obtained identical certifications from proposed sub-Consultants for specific time periods) he will obtain identical certifications from proposed sub-Consultants prior to the award of subcontracts exceeding ten thousand ($10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Consultant

Manager
Title

November 18, 2021
Date

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT S

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 Qualification 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 Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Bhavin Naik

SIGNATURE: 

TITLE: Manager

DATE: November 18, 2021

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Superior Construction Company Southeast, LLC

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT T

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Duval

I, Bhavin Naik (hereinafter "Affiant"), being duly authorized by and on behalf of Superior Construction Company Southeast, LLC (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor 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 Contract No. 22-15 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor 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 Consultant/Contractor 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. Consultant/Contractor 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. Consultant/Contractor 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 Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this 18th day of November, 2021.

Signature of Affiant

Bhavin Naik, Manager
Printed Name & Title of Affiant

Superior Construction Company Southeast, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 2021, by {*Bhavin Naik, Manager*}, who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Catherine Hanna Jackson
My Commission GG 237231
Expires 07/17/2022

Catherine H Jackson
Notary Public

My Commission Expires: July 17, 2022

St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

September 30, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each Respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and an electronic copy of this signed Addendum with the submitted proposal,** as provided in the RFP Documents.

QUESTIONS:

1. Would the County be able to provide a copy of 30% plans the County developed for this project?
   Answer: Yes, Exhibit K – Summer Haven DCP 30% Plans has been uploaded to Demandstar.
2. Would the County be able to provide a copy of CADD files?
   Answer: Yes, the CADD files have been uploaded to an FTP site and can be accessed by clicking on this link: ftp://ftpanon.sjcfl.us/ftppurch11 (you must use Internet Explorer).
3. Would the County be able to provide a copy of Geotechnical Reports?
   Answer: No other Geotechnical Reports exist, beyond the Exhibits posted to Demandstar for RFQ 22-15.
4. Would the County be able to provide a copy of any permit packages that may have been submitted to SJRWMD, ACOE or DEP?
   Answer: No permits have been submitted.
5. Will there be a mandatory/non-mandatory pre-bid meeting for this solicitation?
   Answer: No; there will not be a pre-proposal meeting for RFQ 22-15.
6. Please advise if this RFQ will be evaluated based on qualifications, as noted on page 13 or as a Low Bid Design Build project as noted in Exhibit 5?
   Answer: RFQ 22-15 will be evaluated based on qualifications, as noted on page 13 of the RFQ document.

THE RFQ DUE DATE REMAINS NOVEMBER 4, 2021 AT 4:00 P.M.

Acknowledgment

September 30, 2021
Signature and Date

Bhavin Naik, Manager
Printed Name/Title

Superior Construction Company Southeast, LLC
Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 1

St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

October 18, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each Respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and an electronic copy of this signed Addendum with the submitted proposal,** as provided in the RFP Documents.

QUESTIONS:

1. Attachment D (page iii) notes several attachments not included. Will all these attachments be provided?
   Answer: In response, Exhibit L, Exhibit M, Exhibit N, Exhibit, O, Exhibit P, and Exhibit R have been uploaded to Demandstar.

2. Attachment D (page iv) reference document "Retaining wall wind and wave analysis". Could the County please provide this document?
   Answer: In response, Exhibit R has been uploaded to Demandstar.

3. The 30% plan provided shows proposed sheet pile. Can the County provide the structural engineering calculations used to determine the sheet pile lengths?
   Answer: Please see Exhibit R, which has been uploaded to Demandstar.

4. Did the County or their consultant meet with DEP, SJRWMD or ACOE? Can you provided any minutes/correspondence of any meetings or pre-application meetings?
   Answer: There are no meeting minutes to provide. All information is contained within the environmental assessment memo.

5. The public appears to park within several areas of the project limits. Does the County intend to maintain parking temporarily during construction or permanently within these project limits? If permanent parking is to be maintained in any area, please identify those areas and any paving structure required.
   Answer: The existing parking area is to be maintained (not eliminated, not improved) in the final condition through structural backfill between revetment and seawall. Review of parking within the right of way will be completed during the design process.

6. Concept Plan note on S-103. What is the County referring to as "…retain its current usage and shall the returned to its current existing condition…" ?
   Answer: The existing condition is used as a parking area for the nearby beach access. The intent of this note is to convey that structural fill should be placed between proposed revetment and proposed sheet pile wall in order to maintain a similar condition in the final condition.

7. The County is showing an easement in the concept plan typical section. Please provide a legal description and map of the County easement desired.
   Answer: Easements have not been acquired; easement acquisition will be part of the Design Build.

8. Does the County have existing ROW plans (FDOT old SRA1A and any updates by the County when assuming roadway ownership)?
Answer: No road designs are available from the County. FDOT previously owned Old AIA; requests for plans may be made to FDOT.

9. Does the County have a proposed budget for this project?
Answer: $7,735,936.95.

THE RFQ DUE DATE REMAINS NOVEMBER 4, 2021 AT 4:00 P.M.

Acknowledgment

, October 18, 2021
Signature and Date

Bhavin Naik, Manager
Printed Name/Title

Superior Construction Company Southeast, LLC
Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 2

St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #3

October 28, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each Respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and an electronic copy of this signed Addendum with the submitted proposal,** as provided in the RFP Documents.

QUESTIONS:

1. Exhibit R is for a different St. Johns County Project. Can the same information, a basis of Design, be provided for the A1A proposed wall reconstruction?
   Answer: Exhibit R is information for another project and was uploaded in error. There are no additional calculations or documents related to "retaining wall wind and wave analysis" for RFQ 22-15.
2. Is there a maximum page limit for complete RFQ response packages? Sections 1 through 5 do not provide page limit information.
   Answer: There is no page limit for the complete submittal; however on page 12, limits are stated for the Proposed Project Schedule and Quality & Schedule Control Narrative.
3. Are you going to extend the timeframe for questions?
   Answer: Yes; the updated deadline to submit questions is 4:00 PM on Thursday, November 4, 2021. To coincide with this change, the issuance of a final addendum, if needed, will be no later than 4:00 PM on Wednesday, November 10, 2021.
4. Will you extend the due date?
   Answer: Yes; the updated deadline for the submittal of qualifications will be 4:00 PM on Thursday, November 18, 2021. The evaluation of qualifications submitted in response to RFQ 22-15 will be November 18 - December 2, 2021.
5. RFQ Evaluation Criteria page 13 notes that three firms will be shortlisted from the evaluation criteria of the 110 points and then 20 points for Technical and Cost Proposal (shortlisted firms only) and 20 points for Interview/Presentation for a total of 150 points. Will all these points be cumulative in the final assessment?
   Answer: Yes, points will be cumulative.
6. Is there a participation amount that the County requires for achieving the 5 available points? What certification is the County going to require for proof of DBE, WBE or SBE?
   Answer: If the primary firm holds a certification, 5 points will be awarded; if a certification is held by a subcontractor, 2.5 points will be awarded. The maximum number of points that can be awarded is 5 points. Certifications should be from State or Federal agencies. If a firm has a certification issued by another type of entity, it is recommended that the certification be submitted; St. Johns County will evaluate the certification for use in scoring.

THE RFQ DUE DATE IS NOVEMBER 18, 2021 AT 4:00 P.M.

Acknowledgment

October 28, 2021
Signature and Date

Bhavin Naik, Manager
Printed Name/Title

Superior Construction Company Southeast, LLC
Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 3

St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #4

November 15, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

This Addendum #4 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each Respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and an electronic copy of this signed Addendum with the submitted proposal,** as provided in the RFP Documents.

QUESTIONS:

1. Has the property owner on the SE corner of the Gene Johnson Road and Old A1A intersection (STA109+30 to STA110+60) been advised that their fence line will need to be relocated to the County ROW?
   Answer: No

2. Is the County wanting to construct a concrete driveway at every existing driveway location, since a low-profile curb and gutter is being installed as part of the typical section? And if so, can the concrete driveway be built as a flared turnout in lieu of constructing the 20ft radius returns?
   Answer: Yes, and there are no issues with flared turnouts.

3. Concept plan S-103 show the northern limits of the SSP to be the same as the end of roadway reconstruction. However, the SSP is not reflected in the cross sections north of STA118+00 sheet no. 17, is this a plan error?
   Answer: The intended sheet pile wall limits extend to STA 119+93.03.

4. If the SSP extends to the end of the roadway reconstruction, then it will cross a private driveway on the right. Does the County want the top of concrete coping to be spanned by the proposed driveway or even with the new top of driveway?
   Answer: The design team should determine the best approach based on proposed design and existing conditions to best suit the needs of the County and property owner.

5. Exhibit 5 indicates that the SSP was designed considering that the rock revetment is designed to withstand a 100-year storm event. However, this revetment deviates from the SSP alignment at about STA114+70 (concept plan sheet S-103). Did the County consider that once the wall deviates from the SSP, it will no longer be protected by the rock revetment and therefore vulnerable to scour conditions under storm event? Will the DB Teams need to soil anchors within this north end section?
   Answer: The conceptual design shows the revetment deviating from the sheet pile wall alignment in order to match existing conditions and provide a similar parking area to what is existing. The design team should evaluate the conceptual design and include any measures necessary to maintain structural integrity of the seawall and revetment.

6. Concept plan sheet S-103 shows proposed gap between SPP (approximate STA 114+70) to end of rock revetment (approximate STA 118+40). The County notes that backfill will be placed in this area, however there is no detail to how the area will be stabilized and protected from potential scour. Was it the County's intent to add surface pavement to this section and should the material be separated from the rock revetment with geotextile fabric?
   Answer: The conceptual design shows the revetment deviating from the sheet pile wall alignment in order to match existing conditions and provide a similar parking area to what is existing. The conceptual design does not specify surface pavement in this area. The design team should evaluate the conceptual design and include any measures necessary to maintain structural integrity of the seawall and revetment.

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151 www.sjcfl.us

7. Should the Design Build Team bid all the inlets attached to the exfiltration system, as shown in the 30% concept plans?
Answer: The Design Build Team should bid for all the inlets attached to the exfiltration system. The inlets were placed per the proposed 30% profile, roadway geometry, survey and latest available LiDAR contour information for the site to meet spread and capacity criteria based on the delineated basins from the preliminary design information. The control structures and bubble up structure were placed at specific locations based on the preliminary profile geometry. Modifications to the system and number of inlets may be made as necessary as long as all applicable design criteria and standards are still met.

8. The typical section (sheet 4) shows clearing and grubbing to the St Johns County outside easement. Does the County want the Design Build Teams to only clear and grub to the limits of construction or to the full limits illustrated on the typical section?
Answer: Design Build team may adjust limits of clearing and grubbing as needed based on proposed design and site conditions.

9. Exhibit D indicates that the 6" WM relocation impacts will be paid for by the County. Is the amount of impact and relocation up to the Design Build Team or is the entire facility adjacent this project to be replaced?
Answer: The design build team should identify all impacts of the proposed design on existing utilities and propose utility adjustment accordingly. Design build team should coordinate proposed relocations with UAO's.

10. The RFQ concept plans indicate that the County has considered 25% of the rock revetment as usable for Armor layer and the remaining as usable for underlayment and bedding stone. The plan notes as detailed on sheet S-200 and S-201, note that if the material is found to be unsuitable, then it must be hauled off and that the County has not considered this cost in the probable estimate. If some of the rock revetment is found to be unsuitable for use during construction, will the County consider negotiating this added cost or is it the intent for the Design Build team to price this disposal amount and if so how many tons of debris removal should be considered?
Answer: The 25% noted is the assumed value to be suitable for use in the armor layer only. It is also assumed that much of the smaller/lighter stone can be re-used for the underlayer and bedding stone. This assumption was based on discussion about the existing stone between the RFP consultant and county staff. Discussions with County staff regarding the existing rock material indicated that, while the existing stone appears to be granite, the stone appeared to be mostly undersized and was displaced during storm events. It was assumed that only the larger stones in the existing gradation could be leveraged for armor stone, but the smaller/lighter stone could only be leveraged for underlayer and/or bedding stone layers. Since conceptual plans did not have as-built or field verified data for the actual gradation, it was assumed during costing that 25% of the existing material would be suitable for the armor stone layer; however, the plans also note that the contractor must verify the amount of stone that is suitable for re-use in the armor layer. Any changes to this assumption by the design build team should be reflected in the cost proposal.

11. Does the County intend to pay the cost of permitting? The FDEP permit cost for this project is $21,000, given the SSP is almost 2000 feet in length. Per 62B-41.0085 Permit Processing and Administration Fees, the fee is calculated as $2,000 for the first 100 feet and $500 for every additional 50 feet.
Answer: St. Johns County will pay for permitting fees.

THE RFQ DUE DATE IS NOVEMBER 18, 2021 AT 4:00 P.M.

Acknowledgment

November 15, 2021
Signature and Date

Bhavin Naik, Manager
Printed Name/Title

Superior Construction Company Southeast, LLC
Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 4

SUPPLEMENTAL
INFORMATION







ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD A1A ROAD RECONSTRUCTION

RFQ NO: 22-15 | November 18, 2021

SUPERIOR CONSTRUCTION

DRMP

7072 BUSINESS PARK BLVD N, JACKSONVILLE, FL 32256

SUPPLEMENTAL INFORMATION

PRECISE LOCATION OF SR A1A WIDENING

S 22nd St to S 9th St, Flagler Beach, FL 32136

DOLLAR AMOUNT OF EACH COMPLETED PROJECT

Project Name	Dollar Value
SR A1A Widening	$22.4 million
SR 9B Phase III DB	$79 million
Durbin Pavilion Phases 1A – 3	$5.6 million
Racetrack Rd Improvements DB	$7.9 million
Silverleaf at CR 2209 & SR 16	$18 million
SR 2209 & CR 244 Intersection Improvements	$829,000
Palm Coast Parkway Widening	$11.7 million
SR 91 Widening from SR 50 Interchange to Minneola Interchange	$162 million
Center Fixed and South Fixed Bridge Replacements	$16 million
5th Street Bridge Replacement	$3.5 million

ADDENDUM #1

September 30, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each Respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and an electronic copy of this signed Addendum with the submitted proposal,** as provided in the RFP Documents.

QUESTIONS:

1. Would the County be able to provide a copy of 30% plans the County developed for this project?
   Answer: Yes, Exhibit K – Summer Haven DCP 30% Plans has been uploaded to Demandstar.
2. Would the County be able to provide a copy of CADD files?
   Answer: Yes, the CADD files have been uploaded to an FTP site and can be accessed by clicking on this link: ftp://ftpanon.sjcfl.us/ftppurch11 (you must use Internet Explorer).
3. Would the County be able to provide a copy of Geotechnical Reports?
   Answer: No other Geotechnical Reports exist, beyond the Exhibits posted to Demandstar for RFQ 22-15.
4. Would the County be able to provide a copy of any permit packages that may have been submitted to SJRWMD, ACOE or DEP?
   Answer: No permits have been submitted.
5. Will there be a mandatory/non-mandatory pre-bid meeting for this solicitation?
   Answer: No; there will not be a pre-proposal meeting for RFQ 22-15.
6. Please advise if this RFQ will be evaluated based on qualifications, as noted on page 13 or as a Low Bid Design Build project as noted in Exhibit 5?
   Answer: RFQ 22-15 will be evaluated based on qualifications, as noted on page 13 of the RFQ document.

THE RFQ DUE DATE REMAINS NOVEMBER 4, 2021 AT 4:00 P.M.

Acknowledgment

_____
Signature and Date

_____
Printed Name/Title

_____
Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 1

ADDENDUM #2

October 18, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

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QUESTIONS:

1. Attachment D (page iii) notes several attachments not included. Will all these attachments be provided?
   Answer: In response, Exhibit L, Exhibit M, Exhibit N, Exhibit, O, Exhibit P, and Exhibit R have been uploaded to Demandstar.

2. Attachment D (page iv) reference document "Retaining wall wind and wave analysis". Could the County please provide this document?
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4. Did the County or their consultant meet with DEP, SJRWMD or ACOE? Can you provided any minutes/correspondence of any meetings or pre-application meetings?
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   Answer: The existing condition is used as a parking area for the nearby beach access. The intent of this note is to convey that structural fill should be placed between proposed revetment and proposed sheet pile wall in order to maintain a similar condition in the final condition.

7. The County is showing an easement in the concept plan typical section. Please provide a legal description and map of the County easement desired.
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8. Does the County have existing ROW plans (FDOT old SRA1A and any updates by the County when assuming roadway ownership)?
Answer: No road designs are available from the County. FDOT previously owned Old AIA; requests for plans may be made to FDOT.

9. Does the County have a proposed budget for this project?
Answer: $7,735,936.95.

THE RFQ DUE DATE REMAINS <u>NOVEMBER 4, 2021 AT 4:00 P.M</u>.

Acknowledgment

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Signature and Date

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Printed Name/Title

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Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 2

St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #3

October 28, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each Respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and an electronic copy of this signed Addendum with the submitted proposal,** as provided in the RFP Documents.

QUESTIONS:

1. Exhibit R is for a different St. Johns County Project. Can the same information, a basis of Design, be provided for the A1A proposed wall reconstruction?
   Answer: Exhibit R is information for another project and was uploaded in error. There are no additional calculations or documents related to "retaining wall wind and wave analysis" for RFQ 22-15.
2. Is there a maximum page limit for complete RFQ response packages? Sections 1 through 5 do not provide page limit information.
   Answer: There is no page limit for the complete submittal; however on page 12, limits are stated for the Proposed Project Schedule and Quality & Schedule Control Narrative.
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   Answer: Yes; the updated deadline to submit questions is 4:00 PM on Thursday, November 4, 2021. To coincide with this change, the issuance of a final addendum, if needed, will be no later than 4:00 PM on Wednesday, November 10, 2021.
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   Answer: If the primary firm holds a certification, 5 points will be awarded; if a certification is held by a subcontractor, 2.5 points will be awarded. The maximum number of points that can be awarded is 5 points. Certifications should be from State or Federal agencies. If a firm has a certification issued by another type of entity, it is recommended that the certification be submitted; St. Johns County will evaluate the certification for use in scoring.

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Acknowledgment

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Signature and Date

_____
Printed Name/Title

_____
Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 3

ADDENDUM #4

November 15, 2021

To: **Prospective Respondents**
From: **St. Johns County Purchasing Department**
Subject: **RFQ No. 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

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QUESTIONS:

1. Has the property owner on the SE corner of the Gene Johnson Road and Old A1A intersection (STA109+30 to STA110+60) been advised that their fence line will need to be relocated to the County ROW?
   Answer: No

2. Is the County wanting to construct a concrete driveway at every existing driveway location, since a low-profile curb and gutter is being installed as part of the typical section? And if so, can the concrete driveway be built as a flared turnout in lieu of constructing the 20ft radius returns?
   Answer: Yes, and there are no issues with flared turnouts.

3. Concept plan S-103 show the northern limits of the SSP to be the same as the end of roadway reconstruction. However, the SSP is not reflected in the cross sections north of STA118+00 sheet no. 17, is this a plan error?
   Answer: The intended sheet pile wall limits extend to STA 119+93.03.

4. If the SSP extends to the end of the roadway reconstruction, then it will cross a private driveway on the right. Does the County want the top of concrete coping to be spanned by the proposed driveway or even with the new top of driveway?
   Answer: The design team should determine the best approach based on proposed design and existing conditions to best suit the needs of the County and property owner.

5. Exhibit 5 indicates that the SSP was designed considering that the rock revetment is designed to withstand a 100-year storm event. However, this revetment deviates from the SSP alignment at about STA114+70 (concept plan sheet S-103). Did the County consider that once the wall deviates from the SSP, it will no longer be protected by the rock revetment and therefore vulnerable to scour conditions under storm event? Will the DB Teams need to soil anchors within this north end section?
   Answer: The conceptual design shows the revetment deviating from the sheet pile wall alignment in order to match existing conditions and provide a similar parking area to what is existing. The design team should evaluate the conceptual design and include any measures necessary to maintain structural integrity of the seawall and revetment.

6. Concept plan sheet S-103 shows proposed gap between SPP (approximate STA 114+70) to end of rock revetment (approximate STA 118+40). The County notes that backfill will be placed in this area, however there is no detail to how the area will be stabilized and protected from potential scour. Was it the County's intent to add surface pavement to this section and should the material be separated from the rock revetment with geotextile fabric?
   Answer: The conceptual design shows the revetment deviating from the sheet pile wall alignment in order to match existing conditions and provide a similar parking area to what is existing. The conceptual design does not specify surface pavement in this area. The design team should evaluate the conceptual design and include any measures necessary to maintain structural integrity of the seawall and revetment.

7. Should the Design Build Team bid all the inlets attached to the exfiltration system, as shown in the 30% concept plans?
   Answer: The Design Build Team should bid for all the inlets attached to the exfiltration system. The inlets were placed per the proposed 30% profile, roadway geometry, survey and latest available LiDAR contour information for the site to meet spread and capacity criteria based on the delineated basins from the preliminary design information. The control structures and bubble up structure were placed at specific locations based on the preliminary profile geometry. Modifications to the system and number of inlets may be made as necessary as long as all applicable design criteria and standards are still met.

8. The typical section (sheet 4) shows clearing and grubbing to the St Johns County outside easement. Does the County want the Design Build Teams to only clear and grub to the limits of construction or to the full limits illustrated on the typical section?
   Answer: Design Build team may adjust limits of clearing and grubbing as needed based on proposed design and site conditions.

9. Exhibit D indicates that the 6" WM relocation impacts will be paid for by the County. Is the amount of impact and relocation up to the Design Build Team or is the entire facility adjacent this project to be replaced?
   Answer: The design build team should identify all impacts of the proposed design on existing utilities and propose utility adjustment accordingly. Design build team should coordinate proposed relocations with UAO's.

10. The RFQ concept plans indicate that the County has considered 25% of the rock revetment as usable for Armor layer and the remaining as usable for underlayment and bedding stone. The plan notes as detailed on sheet S-200 and S-201, note that if the material is found to be unsuitable, then it must be hauled off and that the County has not considered this cost in the probable estimate. If some of the rock revetment is found to be unsuitable for use during construction, will the County consider negotiating this added cost or is it the intent for the Design Build team to price this disposal amount and if so how many tons of debris removal should be considered?
    Answer: The 25% noted is the assumed value to be suitable for use in the armor layer only. It is also assumed that much of the smaller/lighter stone can be re-used for the underlayer and bedding stone. This assumption was based on discussion about the existing stone between the RFP consultant and county staff. Discussions with County staff regarding the existing rock material indicated that, while the existing stone appears to be granite, the stone appeared to be mostly undersized and was displaced during storm events. It was assumed that only the larger stones in the existing gradation could be leveraged for armor stone, but the smaller/lighter stone could only be leveraged for underlayer and/or bedding stone layers. Since conceptual plans did not have as-built or field verified data for the actual gradation, it was assumed during costing that 25% of the existing material would be suitable for the armor stone layer; however, the plans also note that the contractor must verify the amount of stone that is suitable for re-use in the armor layer. Any changes to this assumption by the design build team should be reflected in the cost proposal.

11. Does the County intend to pay the cost of permitting? The FDEP permit cost for this project is $21,000, given the SSP is almost 2000 feet in length. Per 62B-41.0085 Permit Processing and Administration Fees, the fee is calculated as $2,000 for the first 100 feet and $500 for every additional 50 feet.
    Answer: St. Johns County will pay for permitting fees.

THE RFQ DUE DATE IS NOVEMBER 18, 2021 AT 4:00 P.M.

Acknowledgment

_____
Signature and Date

_____
Printed Name/Title

_____
Company Name (Print)

Sincerely,

Greg Lulkoski
Procurement Coordinator

END OF ADDENDUM NO. 4

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

RFQ NO: 22-15

DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

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

Final: 09/17/2021

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

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RFQ NO: 22-15 DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

PART I: INTRODUCTION

A. PURPOSE & INTENT

The intent of this RFQ is to solicit Qualifications from Design-Build Firms, as defined in Section 287.055, Florida Statutes. The County will evaluate and shortlist the responding firms for the purposes of evaluating Technical and Cost Proposals to determine the highest ranked firm to present to the St. Johns County Board of County Commissioners for award. The awarded Design-Build Firm will be responsible for completing the design and reconstruction of approximately 1,689 feet of Old A1A in Summer Haven North, including replacement/adjustment of the existing revetment, installation of steel sheet pile and pile cap, utility coordination, utility relocation, underground exfiltration system and roadway meeting County standards. All work shall be completed ensuring proper execution and compliance with any and all Federal, State, and Local rules, regulations, and FEMA program intent.

B. DUE DATE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Division by or before **four o'clock (4:00PM EDST)** on **Thursday, November 4, 2021**. Any Qualifications received by the SJC Purchasing Division after this deadline will be deemed non-responsive, and shall be returned to the Respondent, unopened.

Delivery Location**:** SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

C. 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: Greg Lulkoski, Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: glulkoski@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Ms. Leigh Daniels, CPPB, SJC Purchasing Manager at ldaniels@sjcfl.us.

Interested firms **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 RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication may result in disqualification from consideration for award of a contract for these services.

D. 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 five o'clock (**5:00 PM EDST**) on **Thursday, October 21, 2021.** 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 deadline for submittal of qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

E. 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 deadline for submitted Qualifications, the County will notify all interested respondents via Addendum.

Advertisement of RFQ	September 24, 2021
Deadline for Questions	October 21, 2021
Issuance of Final Addendum	October 28, 2021
Deadline for Submittal of Qualifications	November 4, 2021
Evaluation of Qualifications Submittals & Shortlist	November 12-18, 2021
Issuance of Request for Technical & Cost Proposals from Shortlist	November 15-22, 2021
Due Date for Technical & Cost Proposals	December 3-13, 2021
Evaluation of Technical & Cost Proposals	December 10-20, 2021
Presentation of Award Recommendation to SJC BOCC	Dec 21, 2021 OR Jan 18, 2022
Kick-Off Negotiations	December 2021 OR Jan 2022
Issue Preliminary Agreement for Design & GMP Proposal	By or before March 1, 2022
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

F. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the submittal deadline provided herein. Any addenda issued after this date, shall be for material clarifications necessary for the success of the RFQ.

G. 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.

H. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, Florida Statutes., Design-Build Firm and its 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.

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 the awarded Agreement.

b. 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 section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.

d. The County and Design-Build Firm hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Design-Build Firm acknowledges that, in the event that the County terminates 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 Agreement for breach of these provisions regarding employment eligibility.

f. Design-Build Firm shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

I. 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 St. Johns County.

J. RIGHT TO REJECT/ACCEPT

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

K. LOCAL PREFERENCE

While the St. Johns County Purchasing Procedure Manual does include a Local Preference Policy (302.25), the contract(s) awarded as a result of this solicitation will be funded through State and/or Federal Resources, which prohibits the use of local preference in consideration for award, as provided in 2 CFR 200.319 and 200.320.

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING PROCEDURE MANUAL

All terms and conditions of the St. Johns County Purchasing Procedure Manual 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 St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

PART II: SCOPE OF SERVICES

A. GENERAL INFORMATION

In 2016, Hurricane Matthew caused extensive damage to the infrastructure along the coastline of St. Johns County. Roads were damaged by torrential rains, flooding, and tidal storm surge, causing heavy runoff/washouts of roads, and standing water saturation of surface and subgrade materials. The entire roadway for Summer Haven North was severely damaged with little, if any, roadway remaining in this location.

B. SCOPE OF WORK

The scope of work for this project shall include completion of the design, permitting and construction of approximately 1,689 linear feet of Old A1A in Summer Haven North, including replacement/adjustment of existing revetments, installation of steel sheet pile and pile cap, replacement of the drainage outfall pipe, utility coordination and relocation, underground exfiltration system and roadway in accordance with County Standards. All work shall be completed ensuring proper execution and compliance with any and all Federal, State, and Local rules, regulations, and FEMA program intent.

The Design Criteria Package is provided as part of this RFQ, which includes. The Design-Build Firm shall be responsible, however, for determining the most appropriate and cost-effective means and methods for completion of the project.

Design-Build Firm shall be responsible for any and all project permitting, including but not limited to the following:

- St. Johns River Water Management District (SJRWMD)
- Army Corps of Engineers (ACOE)
- Florida Department of Environmental Protection (FDEP)

Design-Build Firm shall be responsible for any and all permitting, survey/location and mitigation for any and all protected species within and adjacent to the project area, including but not limited to the following:

- Gopher Tortoise (will require separate survey, permit, and relocation prior to construction)
- Anastasia Island Beach Mouse (may require separate survey, permit, and mitigation)
- Shorebirds (may require monitoring and/or permit depending on proposed impacts and construction timing)
- Sea Turtles (may require monitoring and/or permit depending on proposed impacts and construction timing)
- Manatee (may require monitoring and/or permit depending on proposed impacts and construction timing)

PART III: RFQ SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

Respondents are responsible for any and all costs associated with submitting a Qualification Submittal in response to this RFQ. Respondents are also solely responsible for any and all costs associated with required interviews and/or presentations. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement 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 Qualification Submittals 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 St. Johns County.

Each Respondent certifies that they have fully read and understand any and all instructions in the RFQ, and has full knowledge of the scope, nature, and quality of work to be performed. All Qualification Submittals shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondents must meet in order to be considered responsive to this RFQ. Qualification Submittals must clearly demonstrate that the Respondent meets or exceeds these minimum qualification requirements:

1. Must qualify as a Design-Build Firm as defined by Section 287.055(2)(h), Florida Statutes, and:

    i. Must be licensed in the State of Florida as a Certified General or Building Contractor in accordance with Section 489.119, Florida Statutes; OR
    ii. Must be licensed in the State of Florida as an Engineer in accordance with Section 471.023, Florida Statutes.

2. Must possess current and valid licenses to conduct business in the State of Florida and appropriately registered to do business in St. Johns County, which includes payment of a Local Business Tax Receipt, unless otherwise exempt. Proof of any exemption must be submitted in lieu of licensure, registration or LBTR.

3. The Design-Build Firm shall have successfully completed, during the past seven (7) years, a minimum of two (2) roadway Design-Build projects and one (1) one marine Design-Build project of at least nine million dollars ($9,000,000) in value.

Failure by any Respondent to sufficiently demonstrate compliance with the minimum qualification requirements stated above, may result in the Respondent being deemed non-responsive and removed from further consideration.

No member of a Design-Build Firm 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.

C. JOINT VENTURE

In the event of a Joint Venture, the individual empowered by a properly executed Declaration of a Joint Venture and Power of Attorney shall execute the submitted Qualification Submittal. The submitted

documentation shall clearly identify who will be responsible for the engineering, quality control, and construction portions of the project.

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 office of department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

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

E. USE OF COUNTY LOGO

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

F. PUBLIC RECORDS

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

2. In accordance with Florida law, to the extent that Design-Build Firm's performance under the awarded Contract constitutes an act on behalf of the County, Design-Build Firm shall comply with all requirements of Florida's public records law. Specifically, if Design-Build Firm is expressly authorized, and acts on behalf of the County under the awarded Agreement, Design-Build Firm shall:

   i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

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

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

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

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

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

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

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

G. CONFLICT OF INTEREST

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

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

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.

In accordance with Section 112.313, Florida Statutes, Respondents are prohibited from possessing a contractual or employment relationship with any County officer or employee, and must disclose any such relationship 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.

H. QUALIFICATION SUBMITTAL INSTRUCTIONS:

All Qualification Submittals shall be reviewed for responsiveness to the requirements provided in this RFQ. Failure to demonstrate any of the minimum requirements in the Qualification Submittal, shall be grounds for removal from further consideration. Qualification Submittals shall also be evaluated partially based on Respondent's ability to clearly provide the information associated with the components provided below.

Qualification Submittals must include one (1) hard-copy original document, and one (1) exact electronic PDF copy of the original document submitted on an unlocked USB Drive. The hard-copy original shall be on 8 ½"x11" pages, numbered, with headings typewritten with no smaller than size 10 font, and sections/sub-sections clearly identified. It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

All Qualification Submittals must include the following components:

Section 1: RFQ Cover Page and Cover Letter
Respondents shall include the RFQ Cover Page and provide a cover letter. The cover letter should provide the following:

- Full legal company name and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address, if different (include address of office that will perform the work, different than others);
- Primary company point of contact along with phone number and email address;
- Names and titles of principals;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

Delegation of Authority
A contract entered into on behalf of the Respondent ***may only be signed by an individual who has been delegated signature authority.*** If the individual signing the required forms for this RFQ is not a principal of the firm, Respondent must include a Letter of Delegation of Authority listing agents of the Respondent authorized to sign the forms required in the Qualifications submittal, negotiate on behalf of, and contractually bind the Respondent. The Letter of Delegation of Authority must be on company letterhead, be signed by a principal of the Responding firm, and must list the authorized agents' name, title, and limit of authority.

Section 2: Company & Staff Qualifications
Respondents shall provide documentation to fully demonstrate the qualification, education, and abilities of any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.

Respondents shall complete and submit the following attachments to fully demonstrate the firm's qualifications and resources:

Qualification Certification – complete and submit **Attachment "A"** provided herein.

Licenses/Certifications – complete and submit information on all required and other applicable licenses and certifications held by the Respondent, all Key Personnel, and any other staff who will participate in the performance of the work on **Attachment "B"** provided herein.

Claims, Liens, Litigation History – complete and submit required information on all claims, liens, and

litigation history for the past seven (7) years on **Attachment "C"** provided herein.

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

Company & Team Organization Charts – Submit an Organization Chart for the Respondent Firm and the Proposed Project Team Key Personnel responsible for completion of the work, if awarded. Should include names, titles, and responsibilities.

Key Personnel – submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work by completing all information and submitting **Attachment "E"** – Key Personnel List. Brief comprehensive resumes should be provided for each staff member listed.

List of Proposed Sub-Consultants/Sub-Contractors – submit information to demonstrate the qualifications and experience of any and all proposed sub-consultants and sub-contractors intended to perform any portion of work specified herein on **Attachment "D"**. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each proposed sub-consultant and sub-contractor.

Section 3: Related Experience and References
Respondents shall submit sufficient documentation to demonstrate the minimum experience required as provided herein, as well as a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended.

Respondents must also complete and submit **Attachment "F"** – Project References provided herein, to provide a list of five (5) project references from individuals, firms, or agencies that have contracted with the respondent to perform a scope of work of equal or greater size and scope as described herein. The information required must include: Project Owner Name and Point of Contact (with contact information), date(s) of service, project information. References should include the primary contracts for the projects listed in the narrative submitted in this section. References shall be checked by the Purchasing Division, for the shortlisted firms, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 4: Approach & Methodology
Respondents shall provide a written narrative describing the proposed approach and methodology for performing the services required for this project. The narrative must provide a synopsis of the respondent's understanding of the scope of services and the intent of the project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely project.

Section 5: Proposed Project Schedule and Quality & Schedule Control
Respondents shall provide information relating to a proposed project schedule and quality of schedule control for the project by providing the following information:

Proposed Project Schedule (Limit 2 pages – size 11" x 17" paper may be used for this section only) – submit a proposed project schedule that includes all elements of the project to include all design and construction activities.

Quality & Schedule Control Narrative (Limit 3 pages) – submit a written narrative of the firm's project management methods to establish, monitor, and track quality control methods including coordination of sub-consultants and sub-contractors and ability to meet schedules in a timely manner.

Attachment "G": Project Status Report – submit additional support regarding the capability to meet quality and schedule control by providing a Project Status Report that shows the last seven (7) projects completed by the Respondent, that are similar in size, scope and dollar value to the project specified herein. The Report must include the following information for each project: Project Name, Original Completion Date, Final Completion Date, Variances that resulted in the project being completed on time or ahead of schedule, and Variances that caused the project to take longer to complete, by completing and submitting **Attachment "H"** – Project Status Report.

Section 6: Administrative Information

In this section, Respondents shall submit the following forms:

- Attachment "H" – Affidavit of Solvency;
- Attachment "I" – St. Johns County Affidavit;
- Attachment "J" – Conflict of Interest Disclosure;
- Attachment "K" – Drug-Free Workplace Form;
- Attachment "L" – Certificate(s) of Insurance;
- Attachment "M" – Sworn Statement on Public Entity Crimes;
- Attachment "N" – Certification For Disclosure of Lobbying Activities;
- Attachment "O" – Equal Opportunity Report Statement
- Attachment "P" – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions
- Attachment "Q" – Byrd Anti-lobbying Compliance & Lobbing Certification;
- Attachment "R" – Certification of Non-segregated Facilities;
- Attachment "S" – Non-Collusion Certification;
- Attachment "T" – E-Verify Affidavit;
- Attachment "U" – MBE/WBE/DBE Certificate (If Applicable);
- All Signed Addenda (if applicable)

PART IV: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The County shall review each submitted Qualifications in order to determine whether or not the submittal is materially responsive to the requirements provided herein. Any submitted Qualifications that is materially non-responsive to the requirements of this RFQ may be disqualified and removed from consideration prior to the evaluation. Only those respondents who are materially responsive to the requirements herein will be evaluated for consideration of shortlisting.

The County reserves the right to waive any minor formality or irregularity in any Qualifications Submittal. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be

waived as a minor formality.

B. EVALUATION OF QUALIFICATION SUBMITTALS

All responsive Qualifications Submittals will be evaluated by an Evaluation Committee of no less than three (3) representatives. Evaluators will review and score the Qualifications Submittals individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting, and the list of respondents will be shortlisted to no fewer than three (3) firms to submit a Technical and Cost Proposal for evaluation. The scores for the Technical and Cost Proposal will be added to the initial scores for the Qualifications for a total score and ranking of the shortlisted Respondents. 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.

The County will make a final selection for award based on the total of all scores, including the initial evaluation of qualifications, the evaluation of the shortlisted firms' Technical and Cost Proposals, and if necessary, any additional presentations or interviews that are determined to be necessary by the County.

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

C. EVALUATION CRITERIA AND SCORING

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

Evaluation Criteria:	**Maximum Possible Points per Evaluator:**
1. Company & Staff Qualifications	**30**
2. Related Experience & References	**25**
3. Approach & Methodology	**20**
4. Proposed Project Schedule and Quality & Schedule Control	**25**
5. Socioeconomic Business Enterprise	**5**
6. Quality of Submittal	**5**
Total Points Possible per Evaluator:	**110**
7. Technical & Cost Proposal (Shortlist Firms only)	**20**
8. Interview/Presentation (as needed, Shortlist Firms only)	**20**
Total Points Possible (Shortlist Firms only):	**150**

D. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with only the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order in order to award a Contract for the services described herein.

The number one ranked firm will be submitted to the St. Johns County Board of County Commissioners for approval to enter into negotiations, and upon successful negotiations, award and execution of a contract. In the event that negotiations are unsuccessful and an agreement cannot be reached with the top ranked firm, staff will cease negotiations, and begin negotiations with the second ranked firm. This process will continue

until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the County.

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

E. PROTEST PROCEDURES

Any Respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Division, a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the SJC Purchasing Division, and are included in St. Johns County's Purchasing Procedure Manual. All of the terms and conditions of the County's Purchasing Procedure Manual are incorporated into this Request for Qualifications by reference, and are fully binding.

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and issue 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 firm. The Term of the Agreement shall be in accordance with the Contract Documents, as negotiated and agreed to by both parties.

It is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any qualifications, contract 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 modify one or more components of the selected respondent's qualifications in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

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 Design-Build Firm 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 a 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 Design-Build Firm to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the 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 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.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon sixty (60) days written notice to the Design-Build Firm.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Design-Build Firm to perform all work in accordance with 2 CFR 200 requirements, any grant requirements (Exhibit A), and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

E. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

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

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

F. TRAINING AND EDUCATION

Design-Build Firm shall ensure that all its 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, Hot Work, Specific Chemical Hazards, Excavations and Trenching, and 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) Electrocution Hazards.

G. FIRE EXTINGUISHERS

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

H. 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 the awarded 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 the Design-Build Firm bring their hazardous communication program and SDS in a binder labeled with the Design-Build Firm's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, Design-Build Firm 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, Design-Build Firm will be given access to the written Hazardous Communication Program and informed where to locate SDS.

I. TEMPORARY TRAFFIC CONTROL / MAINTENANCE OF TRAFFIC

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 Design-Build Firm for their employees when performing right-of-way work while under contract with St. Johns County. Design-Build Firm, as well as any and all employees supplied by subconsultants and subcontractors 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.

J. LICENSES, PERMITS, FEES

The Design-Build Firm shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Design-Build Firm.

K. INSURANCE REQUIREMENTS

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

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

The Design-Build Firm shall maintain during the life of this Contract, Comprehensive General Liability

Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the Design-Build Firm from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract, whether such operations be by the Design-Build Firm or by anyone directly employed by or contracting with the Design-Build Firm. The 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 Design-Build Firm shall maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the 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 Design-Build Firm or by anyone directly or indirectly employed by the Design-Build Firm.

The 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 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.

L. INDEMNIFICATION

To the fullest extent permitted by law, the Design-Build Firm shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Design-Build Firm, a sub-consultant, a sub-contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Design-Build Firm, a sub-consultant, a sub-contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Build Firm, a sub-consultant, or a sub-contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

M. SUB-CONSULTANTS/SUB-CONTRACTORS

If the Design-Build Firm elects to sub-contract, any portion of the work, the Design-Build Firm shall be responsible for all work performed by any sub-consultant or sub-contractor and shall not be relieved of any obligations under the awarded Contract.

At any time, the County may, at its discretion, require the Design-Build Firm to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of proposed sub-

consultants and sub-contractors to furnish and perform the work proposed.

Prior to the award of a Contract, the County will notify the selected firm in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-consultant or sub-contractor. The selected firm then may, at their discretion, withdraw their Qualification Submittal, or submit an acceptable substitute at no increase in price. If the selected firm fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the selected firm, at no cost to the County.

The County reserves the right to disqualify any Firm, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-consultants, sub-contractors, and any other persons and organizations proposed by the Design-Build Firm and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. In addition, the Design-Build Firm is required to disclose in writing, any changes to the sub-consultant, sub-contractors, or major material suppliers after execution of the Contract.

N. SOCIO-ECONOMIC BUSINESS ENTERPRISE

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law:
- To help remove barriers to the participation of DBEs in Federally assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the Respondent is not a DBE/MBE/WBE firm, then the Respondent must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE sub-consultants or sub-contractors; OR
2. If unable to utilize DBE/MBE/WBE certified sub-consultants or sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants and sub-contractors.

State of Florida resources:

Career Source - http://www.careersourcenortheastflorida.com/
DEO Disaster Recovery - https://disasterrecovery.employflorida.com/vosnet/Default.aspx

O. FORCE MAJEURE

Respondent pledges to provide the equipment/services as specified in the Contract Documents barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

RFQ NO: 22-15; SUMMER HAVEN NORTH DESIGN-BUILD

ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS

DATE:
PROJECT:

CRITERIA RANKING:

RESPONDENT	A. Company & Staff Qualifications 0-30	B. Related Experience 0-25	C. Approach to Services & Methodology 0-20	D. Proposed Project Schedule and Quality & Schedule Control 0-25	E. Socioeconomic Business Enterprise 0-5	F. Quality of Submittal 0-5	TOTAL 0-110

SIGNATURE OF RATER:_____ **PRINT NAME:**_____ **DATE:** _____

PART VI: FORMS & ATTACHMENTS

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

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 DIVISION
ST. JOHNS COUNTY, FL
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT A

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for Summer Haven North Old A1A Road Reconstruction.

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")

_____
(Full Legal Company Name)

This _____ day of _____, 20_____

Attest:

By: _____
Name and Title of Officer

APPROVED:

By: _____
Name and Title of Authorized Officer

As Notarized

By: _____

(Corporate Seal)

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT B

LICENSES, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license and/or certification listed below to his proposal as instructed.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT C

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No_____ If yes, please attach additional sheet(s) to include:

   Description of every action Captions of the Litigation or Arbitration

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

   _____

   Amount actually recovered, if any: _____

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

   _____

2. List all pending litigation and or arbitration.

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

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

   _____

   _____

   _____

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

   Yes_____ No_____ If yes, please explain in detail:

   _____

   _____

   _____

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

   _____

   _____

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

   _____

   _____

   _____

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No_____ If yes, please explain in detail:

   _____

   _____

(Use additional or supplemental pages as needed)

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT D

LIST OF PROPOSED SUB-CONSULTANTS/SUB-CONTRACTORS

Company Name	Division/Discipline	Primary Contact Name		Contact Number and Email Address

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT E

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT F

PROJECT REFERENCES

Each Respondent must submit a list of five (5) project references from individuals, firms or agencies that have contracted with the respondent in the past seven (7) years to perform Design-Build services of equal or greater size and scope as those described in this RFQ. The information required shall include: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department.

1. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of Study): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

* *

2. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of System): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

* *

3. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of System): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

* *

4. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of System): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

* *

5. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of System): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

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ATTACHMENT G

PROJECT STATUS REPORT
(Complete and Submit)

1. **Name of Project**: _____
   Project Description: _____
   _____

   Original Completion Date: _____ Final Completion Date: _____

   Brief Explanation of any Schedule Variances: _____
   _____
   _____

2. **Name of Project**: _____
   Project Description: _____
   _____

   Original Completion Date: _____ Final Completion Date: _____

   Brief Explanation of any Schedule Variances: _____
   _____
   _____

3. **Name of Project**: _____
   Project Description: _____
   _____

   Original Completion Date: _____ Final Completion Date: _____

   Brief Explanation of any Schedule Variances: _____
   _____
   _____

4. **Name of Project**: _____
   Project Description: _____
   _____

   Original Completion Date: _____ Final Completion Date: _____

   Brief Explanation of any Schedule Variances: _____
   _____
   _____

5. **Name of Project**: _____
   Project Description: _____
   _____
   _____

   Original Completion Date: _____ Final Completion Date: _____

   Brief Explanation of any Schedule Variances:
   _____
   _____

6. **Name of Project**: _____
   Project Description: _____
   _____

   Original Completion Date: _____ Final Completion Date: _____

   Brief Explanation of any Schedule Variances: _____
   _____
   _____

7. **Name of Project**: _____
   Project Description: _____
   _____
   _____

   Original Completion Date: _____ Final Completion Date: _____

   Brief Explanation of any Schedule Variances: _____
   _____
   _____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT H

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_____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires:
_____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT I

AFFIDAVIT

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

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.

Before me, the undersigned authority, personally appeared _____ (Affiant) who, being duly sworn, deposes and says he is _____ (Title) of _____ _____ (Respondent) submitting the attached Qualifications Submittal for the services covered by the RFQ documents for **RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his 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 proposal 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.

_____
(Proposer)

By_____

_____
(Title)

STATE OF_____)

COUNTY OF_____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires:
_____

RESPONDENT MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO THE QUALIFICATIONS SUBMITTAL.

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT J

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**

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 consultant's/contractor'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.

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

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

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

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s):

_____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT K

St. Johns County Board of County Commissioners
Drug-Free Workplace Form

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

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

_____
Signature

_____
Date

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT L

CERTIFICATES OF INSURANCE

(Attach or insert copy here)

Respondents shall submit insurance certificates reflecting the minimum coverages specified herein in Part V: Contract Requirements; K. Insurance, or certification from an appropriate insurance provider attesting to the Respondent's ability to acquire the required minimum coverages upon award.

Failure to provide proof of current insurance coverage or certification of Respondent's ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

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ATTACHMENT M

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

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.

2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).

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 proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by 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 by 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 entered 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 Offeror or contractor, 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 Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. 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.)**

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[*Notary: Please select one]*
□ is personally known to me; or
□ has produced _____ as identification.

_____

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

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ATTACHMENT N

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

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ATTACHMENT O

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) 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 Consultant 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 Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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-Consultant or vendor. The Consultant 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 Consultant becomes

involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT P

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT Q

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000). The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT R

St. Johns County Certification of Non-segregated Facilities

The federally assisted construction Consultant certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Consultant agrees that (except where he has obtained identical certifications from proposed sub-Consultants for specific time periods) he will obtain identical certifications from proposed sub-Consultants prior to the award of subcontracts exceeding ten thousand ($10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

_____ _____

Signature of Consultant Title

_____

Date

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT S

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 Qualification 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 Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

_____

_____

_____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT T

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

1. Consultant/Contractor 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 Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor 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 Consultant/Contractor 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. Consultant/Contractor 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. Consultant/Contractor 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 Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name & Title of Affiant

_____
Full Legal Name of Consultant/Contractor

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

_____
Notary Public

My Commission Expires:_____

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

ATTACHMENT U

MBE/WBE/DBE CERTIFICATE
(If Applicable)

RFQ NO: 22-15; DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION

QUALIFICATION SUBMITTAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	**RFQ Cover Page**		
	Cover Letter		
Section 2	**Company & Staff Qualifications**		
Attachment A	Qualification Certifications Notarized		
Attachment B	Licenses/Certifications		
Attachment C	Claims/Liens/Litigation History		
Attachment D	List of Proposed Sub-Consultants/Sub-Contractors		
Attachment E	Key Personnel		
	Company Organization Chart		
Section 3	**Related Experience and References**		
Attachment F	Project References		
Section 4	**Approach & Methodology**		
Section 5:	**Proposed Design Schedule and Quality & Schedule Control**		
Attachment G	Project Status Report		
Section 6:	**Administrative Information**		
Attachment H	Affidavit of Solvency		
Attachment I	St. Johns County Affidavit		
Attachment J	Conflict of Interest Disclosure		
Attachment K	Drug Free Work Place Form		
Attachment L	Proof of Insurance with Limits		
Attachment M	Sworn Statement on Public Entity Crimes		
Attachment N	Certification For Disclosure of Lobbying Activities		
Attachment O	Equal Opportunity Report Statement		
Attachment P	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
Attachment Q	Byrd Anti-lobbying Compliance & Lobbing Certification		
Attachment R	Certification of Non-segregated Facilities		
Attachment S	Non-Collusion Certification		
Attachment T	E-Verify Affidavit		
Attachment U	MBE/WBE/DBE Certificate (If Applicable)		
	Acknowledged Addenda (if applicable)		

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

SEALED RFQ • DO NOT OPEN



SEALED RFQ NO.:	**RFQ 22-15;**
RFQ TITLE:	**DESIGN-BUILD SERVICES FOR SUMMER HAVEN NORTH OLD AIA ROAD RECONSTRUCTION**
DUE DATE/TIME:	**By 4:00 PM EDST– November 4, 2021**
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine FL 32084

END OF DOCUMENT