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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

6/6/2023

BCC MEETING DATE

TO: Hunter S. Conrad, County Administrator **DATE:** May 15, 2023

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

SUBJECT OR TITLE: RFQ: 23-04; SHIP and Emergency Housing Rehabilitation

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

BACKGROUND INFORMATION:

The County will be utilizing multi-year contracts for SHIP and Emergency Housing Rehabilitation Services. These contracts are task order based and authorized on an as-needed basis as determined by the SJC Housing Division of Health & Human Services. Contractors will be required to perform rehabilitation services through the State Housing Initiatives Partnership (SHIP) Program and the Emergency Repairs Services Program on sub-standard homes owned and occupied by households that qualify as very low, low, or moderated income, as determined annually by the US Department of Housing and Urban Development. SJC Purchasing conducted a Request for Qualifications (RFQ) solicitation in accordance with the Purchasing Policy and received five (5) responsive submittals. Evaluation team was established and public evaluation meetings were held to announce the scores and rankings of the Respondents. Staff recommends Board approval to award and execute contracts with 1565 Woodworks, LLC, St. Johns Housing Partnership, Inc., and Coastal Construction of St. Augustine, LLC as the top-ranked firms. Scope, cost and schedule will be negotiated on a project-by-project basis to serve the best interest of the County.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:
INDICATE FUNDING SOURCE: Funding provided by the respective Program Budget at the time of the issuance of each Task Order.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2023-_____, authorizing the County Administrator, or his designee to execute contracts in substantially the same form and format as attached with 1565 Woodworks, LLC, St. Johns Housing Partnership, Inc., and Coastal Construction of St. Augustine, LLC as the top ranked firms to perform the Work in accordance with RFQ: 23-04; SHIP and Emergency Housing Rehabilitation.

For Administration Use Only:
Legal: Jalisa Ferguson 5/22/2023 **OMB:** ARM 5/25/2023 **Admin:** Sarah Taylor 5/25/2023

RESOLUTION NO. 2023 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, AWARD RFQ NO: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION TO THE TOP RANKED CONTRACTORS, AS PROVIDED HEREIN, AND TO EXECUTE CONTRACTS FOR PERFORMANCE OF SERVICES IN ACCORDANCE WITH THE RFQ.

RECITALS

WHEREAS, in order to accomplish projects as efficiently and effectively as possible, the County will be utilizing a multi-year contracts for SHIP and Emergency Housing Rehabilitation Services, under which work is authorized by Task Order on an as needed basis upon request from the Housing and Community Department; and

WHEREAS, the SJC Purchasing Division conducted a Request for Qualifications (RFQ) solicitation in accordance with the Purchasing Policy and received five (5) responsive Submittals. Submittals were evaluated by evaluation committee and public evaluation meeting were held to announce the scores and ranking of the Respondents; and

WHEREAS, through the County’s formal RFQ process, the Contractors listed herein were evaluated and found to be the most qualified Contractors to perform the required services; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contracts (attached hereto, an incorporated herein) and finds that entering into contracts for the performance of the required services, serves a public purpose; and

WHEREAS, the projects authorized by Task Order will be funded by the respective Program Budget at the time of the issuance of each Task Order.

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. Upon board approval, the County Administrator, or designee, is hereby authorized award RFQ No: 23-04; Ship and Emergency Housing Rehabilitation to 1565 Woodworks, LLC, St. Johns Housing Partnership, Inc., and Coastal Construction of St. Augustine, LLC as the top ranked firms.

Section 3. Furthermore, upon approval by the Board, the County Administrator, or designee, is authorized to execute agreements in substantially the same form and format as the attached to provide the services as specified in RFQ No: 23-04. In the event an awarded Contractor fails to execute a Contract in accordance with the County’s requirements, County Staff is further authorized to rescind the award, and consider lower ranked firms in numerical order to ensure the appropriate number of contracts are issued to serve the best interest of the County.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this ____ day of _____, 2023.

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

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

By: _____
Deputy Clerk

By: _____
Christian Whitehurst, Chair



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: _____

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This Master Construction Agreement (“Contract”) is made this ____ day of _____, 2023 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **[INSERT CONTRACTOR’S FULL LEGAL NAME]** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: **[INSERT CONTRACTOR’S PRINCIPAL ADDRESS, AND IF SEPARATE PROJECT ADDRESS, ADD PROJECT OFFICES LOCATED AT, AND INSERT PROJECT ADDRESS]**, Phone: **[INSERT CONTRACTOR PHONE NUMBER]**, and E-mail: **[INSERT POC EMAIL ADDRESS]**, for **RFQ: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, are hereby incorporated herein, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully executed Amendments to this Agreement;
- b) Fully executed Change Orders to issued Task Orders;
- c) Field Order(s) signed by County’s Project Manager;
- d) Notice(s) to Proceed;
- e) Public Construction Bond for each Task Order as applicable;
- f) Fully executed Task Orders;
- g) This fully executed Master Construction Agreement;
- h) Insurance furnished by the Contractor in accordance with Article XIII;
- i) RFQ Documents and Bid Forms with all addenda thereto for RFQ No. 23-04

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 Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’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 Contractor.

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

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which

Contractor 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 Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor 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.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

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

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor 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. Contractor 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 Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

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

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

1.2.2 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 maximum amount described in Article IV of this Contract shall constitute as the cost ceiling for all authorized Task Orders, as may be amended by Contract 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 Contractor 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 each Task Order executed by the County, as may be amended by Change Order.

1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 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.

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

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

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

1.2.11 Lump Sum: Compensation method of payment where the County agrees to pay the Contractor a fixed price for the scope of work.

1.2.12 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.13 Not-to-Exceed: Compensation method of payment where the County agrees to pay the Contractor for the actual hours worked to perform the scope of work, up to a maximum amount.

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

1.2.15 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.

1.2.16 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.

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

1.2.18 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

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

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

1.2.21 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.2.22 Task Order: A separate written order to Contractor executed by the County, issued after execution of this Contract, authorizing Contractor to commence construction Work. Task Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract. The County will compensate Contractor through a lump sum and/or not-to-exceed Task Order.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor 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. Contractor 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 Contractor and/or Contractor'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

The Contractor will perform specified SHIP and Emergency Housing Rehabilitation Services on an as needed basis. Contractors will be required to perform rehabilitation services through the State Housing Initiatives Partnership (SHIP) Program and the Emergency Repairs Services Program on sub-standard homes owned and occupied by households that qualify as very low, low, or moderated income, as determined annually by the US Department of Housing and Urban Development. The exact nature and magnitude of the services to be performed shall be defined at the time that work is awarded by Task Order. Work shall be authorized on an as-needed basis through executed Task Orders, as determined by the County in accordance with the RFQ.

2.2 Labor and Materials

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

2.2.2 Contractor 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 Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor'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. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor 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 Project Sequencing/Arrangement

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

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor 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.

2.5 Cleaning the Jobsite

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

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor 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, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.6.3 Profitability Report

2.7 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. Contractor 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 Contractor from the responsibility for any loss or damage to items.

2.8 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. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor 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.

2.10 Existing Utility Lines

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

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the

Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

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

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

2.12 Publicity and Advertising

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

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

2.13 County Furnished Items

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

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Term

3.1.1 This Agreement shall become effective upon the date of execution by all Parties and shall remain in effect for a period of three (3) calendar years (Initial Term), unless earlier terminated as provided herein, and may be renewed for an additional period of three (3) calendar years (Renewal Term), upon agreement by both Parties, availability of lawfully appropriated funds, and continued need of the Services by the County. Any renewal, or additional extension may only be exercised by written amendment signed by both Parties.

3.2 Contract Time

3.2.1 Contractor shall commence the Work and shall substantially and finally complete all Work as described in each

individual Task Order and associated Notice to Proceed. If the Work authorized under an individual Task Order is scheduled to be completed after the expiration of this Agreement, Contractor agrees to continue to complete such Work upon the same terms and conditions as contained in this Agreement until the project is completed. Contractor shall be compensated for such Work in accordance with the executed Task Order, or subsequent executed Change Order.

3.2.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Task Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Task Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.2.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.3 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor 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.

3.4 Substantial Completion

3.4.1 When Contractor considers the Work is substantially complete, Contractor 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 Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.4.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.4.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.4.4 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 Contractor 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 Contractor to complete the Work pursuant to this Contract.

3.5 Final Inspection

When all the Work under a Task Order is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor 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 Task Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.6 Liquidated Damages

3.6.1 Execution of this Contract by Contractor shall constitute Contractor’s acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.6.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor 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.

3.6.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by the dates identified in the applicable Task Order, the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due, the per day sum set forth in such Task Order (if any), for each and every calendar day of unexcused delay. 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 the Task Order or this Contract because Contractor 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 Contractor’s obligation to complete the Work.

FDOT Standard Specifications for Road and Bridge Construction FY 2023-24 schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

3.6.3 Should Contractor 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 Contractor’s progress payments.

3.7 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, 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 Contractor 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 This is an indefinite-quantity Contract for construction services. The County makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Task Order issued by the County. The maximum amount set forth in each individual Task Order (“Contract Price”) shall not exceed the County’s cap for emergency repair and rehabilitation cost established by program policy. Approval of Task Orders shall comply with the approval thresholds established by the Purchasing Policy. All potential pricing proposals will be reviewed in accordance with the policy in place at that time. Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

4.2 Pricing Proposal

4.2.1 Pricing Proposals will be requested on an as needed basis in accordance with the RFQ requirements. Prior to the

commencement of Work, Contractor shall submit to the County and to the Project Manager a Pricing Proposal allocating the Contract Price to the various portions of the Work. Contractor's Pricing Proposal 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. Contractor shall not imbalance the Pricing Proposal nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

The County will review the pricing proposals received and determine whether or not submitted proposals meet all requirements for the project. If the price proposal received exceed the proposed budget, schedule, or otherwise does not comply with project requirements, the County may seek to further negotiate with the Contractor who submitted the lowest and most responsive proposal. The County reserves the right to reject any pricing proposal received and re-solicit additional pricing proposals.

4.2.2 Upon approval by the County the Task Order shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Pricing Proposal must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Pricing Proposal is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Pricing Proposal shall include at a minimum:

- a) A breakout of the scope of services required to satisfactorily complete the project, as determined by the County;
- b) A breakout of the costs required to complete the project, including any and all materials, equipment rental, labor, permitting fees, all sub-contractors' proposals associated with the project, or other costs associated with performing the work; and
- c) A proposed schedule for completing the required work.
- d) The pricing proposal must be on company letterhead, dated, and signed by an authorized representative of the Contractor. Proposals shall include the following contact information: phone number, physical address and email address for Task Order communication with County staff.

4.2.5 Markup for profit, overhead, costs of materials, subcontractors, rentals, and contract performance payment bonds (when applicable) shall not exceed the following limits:

- a) Profit is capped at 10% of the total project cost.
- b) Overhead is capped at 10% of the total project cost.
- c) Materials cost shall not exceed actual incurred cost plus maximum 10% markup.
- d) Subcontractors costs shall not exceed actual incurred cost plus maximum 5% markup.
- e) Rental costs shall not exceed actual incurred cost plus maximum 5% markup.
- f) Contract Performance and Payment Bond Cost shall not Exceed 2% of the total project cost. No markup is authorized for Performance and/or Payment Bonds.

4.2.6 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor 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 Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor 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 of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 The County will not make any payment to Contractor until Contractor has received a fully executed Task Order and has been issued a notice to proceed. Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents.

- a) Pricing Proposal
- b) Project Schedule
- c) Certified copy of recorded bond (if applicable)
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor 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 Contractor. 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 Contractor 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 Contractor and the County's Project staff, Contractor 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 Contractor'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 Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, 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 Contractor.

4.4.5 Contractor 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.

4.4.6 Projects with a duration of less than sixty (60) days for completion will be paid upon project completion and acceptance by the County.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the duration of the Task Order. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) Task Order Number;
- c) A unique Application for Payment number;

- d) Contractor's legal name and address;
- e) Taxpayer identification number (Contractor's federal employer identification number);
- f) Brief description of the completed Work, in accordance with Contractor's Pricing Proposal;
- g) Original Contract Price including approved Change Order amounts; and,
- h) Preferred remittance address, if different from the mailing address.

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

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor 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 Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor'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 Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor'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, Contractor. 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 Contractor 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 Contractor 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 Contractor, if:

- a) Any Claims are made against Contractor 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 Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;

- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor 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) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor 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 Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor 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 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.4.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.4.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

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

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

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor 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 Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor 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 Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

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

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party

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

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

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

5.2.2 At all times while performing the Work and Warranty Work, Contractor 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. Contractor 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. Contractor 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. Contractor 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, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor'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 Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor 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 Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County

any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

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

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, Contractor 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 Contractor 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 Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor 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.

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 Contractor 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 Contractor. 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 Contractor.

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

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

6.1.8 The Project Manager shall, upon written request from Contractor, 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 Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

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

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

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

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

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

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

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

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

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

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor 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.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's

knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor 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, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

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

9.2.2 If Contractor 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 Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor'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 Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

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

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

- a) By mutual acceptance of a lump sum or not-to-exceed increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, 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, Contractor 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 Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any

change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

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

9.4 Acceptance of Change Orders

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

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval. The Contractor is to provide certification from the surety that the amount of a change order has been incorporated into the bond to cover the additional scope of work and/or cost associated with the Change Order.

9.6 Differing Site Conditions

If during the course of the Work, Contractor 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 Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor'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 Contractor 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 Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor 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 Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

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

10.1 Uncovering Work

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

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor 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, Contractor 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 Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor 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 Contractor 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 Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor 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 Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor 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 Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

11.2 Termination

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

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

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

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in

default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor 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. Contractor 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 Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

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

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

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

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

11.3 Cancellation of Task Orders

11.3.1 The County may, by written notice to the Contractor, cancel a Task Order issued under this Contract in whole or in part at any time for the County's convenience or for the default of the Contractor. This includes before and after execution of Task Orders. Upon notice of cancellation of any Task Order, the Contractor must stop all work.

If the cancellation of the Task Order occurs after work has commenced, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable, and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

If Task Order is cancelled before Task Order is fully executed, Contractor shall not receive any payments.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract

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

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor 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, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

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

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

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

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

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

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

12.2 Indemnity

12.2.1 Contractor 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 Contractor and persons employed or utilized by Contractor in the performance of this Contract.

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

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff,

employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

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

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

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

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

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

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

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

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

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

13.2 Additional Insured Endorsements and Certificate Holder

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

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

13.3 Workers Compensation

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

13.4 Commercial General Liability

Contractor 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 Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor 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.

13.6 Additional Coverages

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

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor 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.

13.6.2 Builders Risk (For Projects Over \$100,000.00)

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

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

13.6.2.3 The Builder's Risk insurance shall:

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

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

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 13.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

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

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

13.8 Payment and Performance Bonds

Contractor 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 total amount of each Task Order which exceeds \$100,000.00, and any Task Order which is less than \$100,000.00, as determined by the County. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

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

accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

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

14.3 Backcharges

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

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

14.4 Applicable Law

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

14.5 Governing Law & Venue

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

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

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

14.8 Section Headings

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

14.9 Disclaimer of Third-Party Beneficiaries

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

14.10 Waiver; Course of Dealing

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Execution in Counterparts

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

14.13 Entire Contract

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

14.14 Survival

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

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor 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. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, 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 Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor 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. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor 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. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

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

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

14.16.3 Contractor 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 Contractor's legal duty to furnish information.

14.16.4 Contractor 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 Contractor'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.

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

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

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

14.16.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 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. Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor 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 Contractor 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 Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

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

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

IF CONTRACTOR 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](#)

14.18 Anti-Bribery

Contractor 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. Contractor 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. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar

list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

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

14.20 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 Contractor’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	[INSERT CONTRACTOR FULL LEGAL NAME]
500 San Sebastian View	Address: [INSERT STREET ADDRESS]
St. Augustine, FL 32084	[INSERT CITY/STATE/ZIP CODE]
Attn: Leigh A. Daniels	Attn: [INSERT NAME OF PRINCIPAL]
Email Address: ldaniels@sjcfl.us	Email Address: [INSERT EMAIL OF PRINCIPAL]

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 Contractor 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. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County _____ (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

_____ (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

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

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

Dated _____, 20__

Contractor _____

By: _____
 (Signature)

By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

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

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

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

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

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

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

None

Signed this __ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

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



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

May 1, 2023

RFQ No: 23-04; SHIP and Emergency Housing Rehabilitation

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with 1565 Woodworks, LLC., St. Johns Housing Partnership, Inc., and Coastal Construction of St. Augustine, LLC, based upon evaluation of submitted Qualifications under RFQ 23-04.

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

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

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

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

A handwritten signature in black ink, appearing to read "Jaime Locklear", written over a horizontal line.

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

Date: 5/2/2023



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

Date: April 13, 2023
RFQ No: 23-04; SHIP and Emergency Housing Rehabilitation

FIRM	EVALUATOR Dirk Winston	EVALUATOR Greg Buhr	EVALUATOR Mackenzie Smith	EVALUATOR Michelle Lawlor	EVALUATOR Ross Rufino	TOTAL	RANK	COMMENTS
1565 Woodworks, LLC.	90.0	86.0	89.0	73.0	90.0	428.0	1	
St. Johns Housing Partnership, Inc.	90.0	88.0	88.0	77.0	81.0	424.0	2	
Coastal Construction of St. Augustine LLC	89.0	82.0	75.0	61.0	83.0	390.0	3	
Corporate Vision, Inc.	75.0	66.0	80.0	75.0	66.0	362.0	4	
DSW Homes, LLC	79.0	72.0	78.0	67.0	55.0	351.0	5	

DEPARTMENT APPROVED:

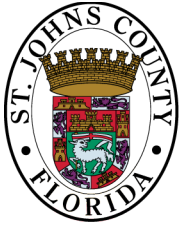
PURCHASING APPROVED:

Posted to Demandstar: 5/4/23

NOTE:

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

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



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

March 17, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-04; SHIP and Emergency Housing Rehabilitation

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their submitted Qualifications as provided in the RFQ Documents.

Revisions/Clarifications:

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

1. Part II: Scope of Work, Section A. Objective, the following clarification is being provided:

The County's cap for emergency repair and the rehabilitation cost is established by program policy and is subject to change. All potential pricing proposals will be reviewed in accordance with the policy in place at that time.

Questions/Answers:

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

1. Page 7 Section B- Scope of work- what do you refer to when " the Contractor shall be responsible for ...and administration necessary to perform rehab work"
Answer: The Contractor shall be responsible for any administration duties necessary to perform the rehabilitation project assigned. Administration duties include, but are not limited to, keeping detailed and complete files on each project, submitting invoices and substantiating documentation for payment from the County, and having files and documentation ready and available for the County to review at any time. The Contractor must file any permits, material receipts, change orders, Scope of Work, and all documents pertaining to the project rehabilitation of a unit.
2. Page 7- Section C.1.- Site visit Minimum of 24 hours notice for bidding. Will there normally be more time to schedule a visit than 24 hour notice?
Answer: The 24-hour notice for each mandatory site visit is the minimum. The County will make every attempt to maximize the notice provided regarding mandatory site visits.
3. Page 8- C.2. – How do you envision verifying profit and overhead being limited to 10 % each? Usually when there is bidding on individual projects, the lowest responsible bidder gets the work without much more concern than the total pricing. As an example, we provide health insurance for our employees, and that is factored into the hourly rate

estimates. So our labor rates may be higher than other contractors, but that doesn't get factored in with the total price being the determining factor.

Answer: Each price proposal submitted to the County must include a self-reported breakout of overhead and profit. The County will review overhead and profit in relation to the total cost of the pricing proposal. Price proposals that exceed the overhead and profit caps will be deemed unresponsive. Task Orders will be awarded to the Contractor that submits the lowest, most responsive, and responsible price proposal.

If the County determines that any Price Proposal is out of line with the proposed budget, schedule, or project requirements, the County reserves the right to reject any submitted Price Proposal, from any Contractor, at any time. The County is not obligated to accept any submitted Price Proposal from any Contractor for any project. The County reserves the right to negotiate items on the Price Proposals submitted by each Contractor if they appear to be inflated or high if it serves the best interest of the County.

4. Page 8. Section E- Asbestos Abatement-when would there be testing for asbestos? Normally before the Scope of Work is determined? Would the cost of abatement require a change order?

Answer: The County will not be conducting testing on all projects for Asbestos. The County plans to conduct careful assessments and evaluations based on the following criteria: property construction date before 1980, suspicious material detected by the Contractor, or confirmed history of asbestos material present in the property.

If the Contractors detect the possibility of what seems to be Asbestos material in a project site, the work shall immediately stop, and the Contractor will notify the County. The County will review the project and determine if further testing and abatement are necessary by certified personnel. The extra cost for testing and abatement will require a change order, and it will be covered by funds set aside by the County as contingency funds for unforeseen circumstances. The Contingency funds will be part of the cap for emergency and rehabilitation costs. The County must review and approve any change orders before work starts.

5. Page 13- Section 2- Proposed Sub-Contractors- Can we provide a list of subcontractors currently working with our company and notify the County when that changes? All our contractors are required to be licensed and insured with the appropriate City and/or County building departments. What would be considered sufficient documentation?

Answer: The Respondent must provide a list of subcontractors they can reasonably determine they will utilize during the duration of the awarded contract. Once under contract, the awarded Contractors will notify the County if they are utilizing any new subcontractors not previously reviewed by the County. Subcontractors are subject to approval by the County. Subcontractors must possess applicable licenses required by the County and/or State (if applicable) in their respective trades.

6. Page 13- Section 3 -Related Experience – Can you be more specific on “submit a list of all active and completed projects over the last 3 years?” Last year we worked on over 200 homes, some were simple, others were more complex.

Answer: This section intends to demonstrate sufficient experience to perform the required work. Respondent is to submit a list of all active and completed projects in accordance to the solicitation.

7. Page 13- Section 5- This asks for current and future workloads over the next 3 years? Most projects we bid on, only appear within 2-3 months before the work is awarded.
Answer: The Respondent is to demonstrate their current and future anticipated workloads. Future anticipated workloads may include active multiyear contracts.
8. Page 16- Section C- Change Orders- Should there be some sort of contingency fund, not part of the actual budget award (for a total less than \$50,000) that allows for a change order and additional funding if problems are discovered towards the end of a project?
Answer: The County will review a change order request on a case-by-case basis. Allotment of Contingency funds will vary from project to project depending on funding availability. The total amount of funding for the project, including change orders, shall not exceed the programmatic caps outlined in the program's policies and procedures. The programmatic cap is subject to change.
9. Page 18 -Will builders risk be required for the smaller projects such as Emergency Repairs?
Answer: No builder's risk insurance will be required for this solicitation and contract. This addendum hereby removes the builder's risk insurance requirement.

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, MARCH, 23, 2023
AT 4:00PM EST**

Respondent Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1



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

REQUEST FOR QUALIFICATIONS

RFQ NO: 23-04

SHIP AND EMERGENCY HOUSING REHABILITATION

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

FINAL 02/16/2023

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RFQ NO: 23-04 SHIP AND EMERGENCY HOUSING REHABILITATION

PART I: GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

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

B. PURPOSE & INTENT

The purpose for this RFQ is to solicit Qualifications from qualified Respondents, for consideration in performing the specified work. The intent of the County is to select a pool of qualified Contractors and enter into a contract with each Contractor, to perform the required work, based upon the evaluation of the submitted Qualifications in accordance with the Evaluation Criteria provided herein.

C. SUBMITTAL DEADLINE & 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, March 23, 2023**. Any Qualifications received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Qualifications must be submitted to:

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

The County is not responsible for Qualifications that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the SJC Purchasing Division. Any such Qualifications that is not received in the SJC Purchasing Division shall be returned to the Respondent, unopened.

D. DESIGNATED POINT OF CONTACT

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

Designated Point of Contact: Greg Lulkoski
Procurement Coordinator
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 Jordy Fusco, Procurement Coordinator, at mfusco@sjcfl.us.

E. LOBBYING PROHIBITION

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

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o’clock (4:00PM) EDST on Thursday, March 9, 2023**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Qualifications submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

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

Broadcast of RFQ	February 21, 2022
Deadline for Questions	March 9, 2023
Issuance of Final Addendum	March 16, 2023
Qualifications Submittal Deadline	March 23, 2023
Evaluation of Submitted Qualifications	March 30, 2023
Presentation of Award Recommendation to SJC BOCC	May 2, 2023
Issuance of Contract(s)	May 3 – May 12, 2023

H. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for Qualifications. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Qualifications. Failure to submit an issued addendum with the submitted Qualifications may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Qualifications.

I. EQUAL EMPLOYMENT OPPORTUNITY

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

J. 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.

K. RIGHT TO REJECT/ACCEPT

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

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

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

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy

and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any Respondent that does not comply with the applicable requirements set forth in the Policy and associated procedures.

M. LOCAL PREFERENCE

Per Section 16.3.1 of the St. Johns County Purchasing Policy, the County shall review all submitted Qualifications to determine whether or not a Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted Qualifications, in accordance with SJC Purchasing Policy.

N. SUB-CONTRACTORS

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed under any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

Each Respondent shall submit a list of sub-contractors proposed by the Respondent to perform any portion of the required work specified herein.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to ensure, to the County's satisfaction, that the proposed sub-contractors are qualified, capable and approved to perform the work for which they are proposed by the Respondent.

Prior to the award of a contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw the submitted Qualifications, or submit an acceptable substitute at no change in terms of the submitted Qualifications. If the Respondent fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Contractor, Consultant, sub-contractor, or Supplier, due to previously documented project problems, either with performance or quality.

Sub-Contractors, and other persons and organizations proposed by the Respondent to perform any portion of the required work, and accepted by the County, shall only perform the work for which they are proposed, and shall not be changed except with the written approval of the County.

In the event that an awarded Contractor claims local Preference, per Section 16.3.1 of the St. Johns County Purchasing Policy, a minimum of fifty percent (50%) of all work specified in each Task Order must be performed with local resources, either self-performed by the Contractor or by use of subcontractors that meet the policy definition of a local business.

O. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, the awarded Contractor(s) and all sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Awarded Contractor shall require each of its sub-contractor to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor(s), or any sub-contractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

3. The County, upon good faith belief that a sub-contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the sub-contractor.
4. The County and Contractor 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), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor's breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor 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.

P. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Qualifications, Respondent pledges to perform any and all Work in accordance with the Contract barring any delays due force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Contractor(s) and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

PART II: SCOPE OF WORK

A. OBJECTIVE

The objective of the County is to hire qualified and experienced Contractors to perform rehabilitation work on sub-standard homes owned and occupied by households that qualify as very low, low, or moderate income, as determined annually by the US Department of Housing and Urban Development. The rehabilitation of homes is funded by the State Housing Initiatives Partnership (SHIP) program and the Emergency Repairs Services program.

The State of Florida's SHIP program provides funds to eligible local governments, such as St. Johns County, as an incentive to create partnerships that produce and preserve affordable homeownership. The program was designed to serve very low, low, and moderate income families. The amount of SHIP funding made available to St. Johns County on an annual basis is expected to fluctuate based on the State's annual budget. The County caps the rehabilitation cost of each home at fifty thousand dollars (\$50,000.00).

The Emergency Repairs Services program is funded through the County and is designed to serve very low, low, and moderate income families that are experiencing an urgent repair need related to the health and safety of the occupants. Emergency repairs may include hazardous, unsafe, unsanitary, or life-threatening situations within the home. Rehabilitation requests are considered based on an estimated repair cost per household. The County cap for emergency repair costs per household is seven thousand five hundred dollars (\$7,500), as funding is available. Due to the emergency nature of the repairs, Contractors are expected to work quickly and efficiently to protect the home, its contents and the homeowners' health and safety.

St. Johns County is soliciting Qualifications from qualified and experienced contractors to provide and oversee rehabilitation work to be performed on sub-standard homes located in St. Johns County that meet the requirements of the SHIP Program and the County's Emergency Repair Services program. Work shall include, but are not limited to reviewing scopes of work developed by the County's Housing Grants Construction Inspector, attending site visits at homes to be rehabilitated, submitting Price Proposals, performance of rehabilitation work, supervision of work performed at each location, and compliance with all SHIP Program requirements. The scope of repair work for each home shall primarily encompass health, sanitation, security, and safety concerns, unless otherwise authorized by the County.

B. SCOPE OF WORK

The awarded Contractor(s) shall be responsible for providing any and all labor, materials, equipment, supervision, transportation, and administration necessary to perform rehabilitation work and emergency repairs on sub-standard homes owned and occupied by income-eligible families that have been qualified by the County.

The program to administer SHIP and Emergency Housing Rehabilitation shall include Site Inspections to be completed by the County, Contractor Site Visits to individual homes in need of rehabilitation, submittal of Price Proposals by each Contractor, and the County Purchasing Division will issue Task Orders to the Contractor that submits the lowest, responsive, and responsible Price Proposal for each project, or as best serves the interest of the County.

The awarded Contractor(s) shall perform/shall be responsible for:

- Providing rehabilitation and/or elevation of single family, owner-occupied residential structures, including manufactured home unit (MHU) structures.
- Performance of all required construction work on each structure including, but not limited to: ADA compliance, roofing, carpentry, masonry, electrical, plumbing, well and/or septic, HVAC, millwork, flooring, drywall, finishing, removal of hazardous materials, site work, elevation, permitting; construction management, and administration through to project close-out, and any other work that may be required at each property.
- Ensuring compliance with the SHIP program intent. The SHIP Program Overview and Procedures Manual can be accessed at the following link: <https://www.floridahousing.org/docs/default-source/programs/special-programs/ship---state-housing-initiatives-partnership-program/state-housing-initiatives-partnershipproceduresonline.pdf?sfvrsn=2>.
- Obtaining any and all permits and ensuring proper execution and compliance with State and Local rules, regulations, and compliance with the Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), City and County Building Codes and Standards, St. Johns County Land Development Code (<http://www.sjcfl.us/LongRangePlanning/LandDevCode.aspx>).
- Complying with 2012 Florida Accessibility Code for Building Construction, adopted pursuant to section 553.503, Florida Statutes
- Ensuring compliance with The Fair Housing Act (42 U.S.C. 3601) as implemented by 24 CFR part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701) as implemented by 24 CFR Part 8; Titles II and III of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008, and as implemented by 28 CFR parts 35 and 36, incorporating the most recent amendments, regulations and rules
- Ensuring the safety, dignity, and rights of all homeowners are respected.
- Ensuring all project documentation conforms to State and County recordkeeping requirements.
- Successfully completing assigned projects within budget and contractual time limitations.

C. CONTRACTOR RESPONSIBILITIES

1. A **Mandatory Site Visit** will be held for each eligible/selected home on a date and time to be determined by the County. Firms that fail to attend the mandatory Site Visit will be unable to submit a Price Proposal. Contractors will be notified, via email, a minimum of twenty-four (24) hours prior to each Site Visit. All unforeseen damages/repairs not included in the original scope of work will be handled via the Change Order process.

2. Upon request from the County, Contractors shall submit a Price Proposal for each Project based on the site specific scope provided by the County. The Price Proposal for each home shall be submitted on the form provided by the County. All Price Proposals shall include, at a minimum, a detailed breakout of the costs required to complete the scope of work, including any and all materials, equipment rental, labor, subcontractors, or other costs associated with performing the work, and a proposed schedule for completing the required work. Profit is capped at 10 (ten) percent of total costs and overhead is capped at 10 (ten) percent of total costs. Profit cannot be charged on the rental of equipment or storage.
3. Contractors shall provide their complete Price Proposals to the County within ten (10) calendar days of each request for a home funded by SHIP and within five (5) calendar days of each request for rehabilitating a home funded by the Emergency Housing Rehabilitation program.
4. Each project shall be awarded by Task Order to the Contractor that submits the lowest, responsive, and responsible Price Proposal, depending upon availability to complete work, or as best serves the interest of the County. If the County determines that any Price Proposal is out of line with the proposed budget, schedule, or requirements of the project, the County reserves the right to reject any submitted Price Proposal, from any Contractor, at any time. The County is under no obligation to accept any submitted Price Proposal from any Contractor, for any project. The County reserves the right to negotiate items on the Price Proposals submitted by each contractor.

D. WARRANTY

Awarded Contractors shall be required to provide a written warranty to the Homeowner for each property stating that all materials and workmanship provided are warranted from any defect for a minimum period of one (1) year, or as otherwise required, from the date of final inspection. Contractors warrant that they shall be competent to perform the tasks undertaken, that the product of their workmanship shall meet HUD standards; that materials and equipment furnished shall be free from faults and defects and in strict conformance with the requirements of this RFQ, as well as local, state, and federal; rules, regulations, laws, and codes. Any Work provided that is not in accordance with the requirements herein may be considered defective.

E. ASBESTOS ABATEMENT

In the event the Contractor encounters material reasonably believed to be asbestos at the project site, the Contractor shall immediately stop work in the area affected and report the condition to the St. Johns County Housing Department (SHIP Program). If the material is asbestos and has not been abated, the Contractor shall not resume the non-asbestos-related work in the affected area until the asbestos has been abated from any Asbestos Containing Material (ACM) by an asbestos consultant that must be licensed by Florida. Dept. of Business and Professional Regulation. The County or contractor may also contact The Florida Department of Environmental Protection (DEP) which administers an asbestos removal program under Chapter 62- 257, Florida Administrative Code to find a listing of all Florida State licensed Asbestos mitigation consultants.

Because of serious health risks associated with asbestos exposure, The State of Florida Department of Environmental Protection, the U.S. Environmental Protection Agency (EPA), the U.S. Department of Labor (OSHA), and the Florida Department of Business and Professional Regulation (DBPR) have established regulations that apply to building renovation and demolition activities.

F. LEAD BASED PAINT

Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). Additionally, the Contractor and subcontractor must follow regulations regarding employee exposure to lead found in 29 CFR 1926.62.

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325 and 29 CFR 1926.62.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices in accordance with 29 CFR 1926.62.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal, Florida Department of Health and Environmental Control and the Environmental Protection Agency regulations. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

G. COUNTY RESPONSIBILITIES

1. Home Selection/Site Inspections

Homes identified for rehabilitation by the County will be inspected by the County's Housing Grants Construction Inspector and/or Program Administrator who will develop a scope of work for each property. The Housing Grants Construction Inspector and Program Administrator shall be jointly responsible for the following:

- Income verification of homeowners
- Initial inspection of home to conduct a needs assessment
- Take "before" photos

2. Project Management

The Housing Grants Construction Inspector shall be responsible for:

- Scope development, including any requirements for lead-based paint and asbestos testing and any mitigation which may be necessary. This scope of work is to be used in the bidding process.
- Preparing all documents required for bid process.
- Scheduling and conducting a mandatory pre-bid visit at each activity site.
- Reviewing returned Price Proposals for feedback on industry standards (as needed).
- Coordinating and attending pre-construction meetings with Applicant, Case Worker, and Contractor.
- Conducting progress site walkthroughs and assessing whether the Contractor is performing work within the required time-frame, as indicated in each Notice to Proceed (NTP).
- Conducting site walkthroughs upon periodic payment requests from the Contractor, to ensure work detailed in the request has been completed.
- Conducting substantial completion site walkthroughs with the Contractor and creating a punch list for any remaining work to be completed in accordance with the scope of work.
- Conducting final walkthroughs with the Contractor to determine all work was completed in accordance with the scope of work.
- Taking and filing "after" photos of completed projects.
- Collecting all Task Order close out documents from the Contractor as required for final payment; including but not limited to: Certificate of Occupancy, Release of Lien, Proof of Permit and all required inspections completed by the County Building Department, and copies of all warranties.
- Processing all documents necessary for project closeout.

PART III: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a Qualifications in response to this RFQ. Additionally, Respondents are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any

Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

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

By submitting a Qualifications, each Respondent certifies that he/she has fully read and understands any and all instructions in this RFQ, and has full knowledge of the scope, nature, and quality of work to be performed. All Qualifications submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days. Respondents are responsible for complying with all applicable provisions of the St. Johns County Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

Respondents must meet the minimum qualifications requirements provided herein, for them to be considered responsive to the requirements of this RFQ. Respondents must provide sufficient documentation to demonstrate their compliance with the following minimum requirements:

1. Respondents must be fully licensed to do business and perform the required work in the State of Florida and St. Johns County (if applicable) as a General Contractor, Residential Contractor, or Building Contractor;
2. Must obtain upon award, a Local Business Tax Receipt for St. Johns County;

Failure to demonstrate at least the minimum qualifications in the submitted Qualifications shall be grounds for a Respondent to be deemed non-responsive, and to be removed from further consideration.

Minimum qualifications requirements must be maintained throughout the duration of an awarded contract. Failure of an awarded Contractor to maintain the required minimum qualifications shall be grounds for termination.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFQ Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

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

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded 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 Contractor's performance constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under the awarded Agreement, Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to

perform the work;

- (b) 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;
- (c) 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 Contractor does not transfer the records to the County; and
- (d) Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the work.

If the Contractor transfers all public records to the County upon completion of the awarded Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the awarded Agreement, the Contractor 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 Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

IF THE CONTRACTOR 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.

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents 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.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

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

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

In accordance with Section 112.313, Florida Statutes, Respondents shall not have any employment or contractual relationship with any County employee or officer, and must disclose within the submitted Qualifications, any such

relationship, along with any potential ownership interest of the Respondent Firm held by a County employee or officer.

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

G. QUALIFICATIONS SUBMITAL INSTRUCTIONS

Respondents must submit one (1) original hard copy of their Qualifications, and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive, in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein to assist with this process. The County is not responsible for any Qualifications that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Qualifications must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

Submitted Qualifications must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFQ, provided that the Qualifications complies with all requirements specified herein, including any page limits.

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

Section 1: Qualifications Cover Page and Cover Letter

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

- Full legal company name and company type (i.e. corporation, partnership, etc.);
- Physical street address and mailing address (if different), include location address of office that will perform the work (if different);
- Primary point of contact phone numbers 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
- Reason for interest in submitting a response to this solicitation.

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent firm.

Section 2: Qualifications

Respondent must provide documentation to demonstrate the qualifications and capabilities of the firm and all Key Personnel who may perform work, if awarded. The required documentation shall include, at a minimum:

Licenses/Certifications – Respondents shall provide all current licenses and certifications held by the Respondent and Key Personnel proposed by the Respondent to perform the required work.

Certificates of Insurance – Respondents shall demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide documentation from a qualified provider certifying the

Respondent's ability to obtain the required insurance coverages upon award.

Claims, Liens, Litigation History – Respondents shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "F"**.

Proposed Sub-Contractors – Respondents must submit any and all proposed sub-contractors intended to perform any of the aspect of the work specified herein. Respondent must submit sufficient documentation to demonstrate the qualifications and capabilities of the proposed sub- contractors to perform the work for which they are proposed. All proposed sub- contractors are subject to approval by the County. If Respondent does not intend to utilize any sub- contractors, Respondent must state that in the submitted Qualifications.

Section 3: Related Experience

Respondents must provide documentation to demonstrate sufficient experience to establish capability to successfully perform the required work. Respondents must submit a list of all projects, active and completed, awarded in the past three (3) years. The projects included must include the rehabilitation or building of a private residence. The information submitted must include: owner name, summary of work provided, timeframe of performance, total cost of work completed, and point of contact information for owner or agency through which the project was facilitated. Respondents must also indicate for each project whether or not there were state, federal or other grant programs associated with the project.

Section 4: Project Approach, Quality & Schedule Control

Respondents shall provide a written narrative demonstrating the intended approach to provide the required work, including project management methodology and all steps necessary to establish, monitor, and track all projects. Respondent shall provide a detailed description of their quality control methods, coordination of sub-consultants and/or sub-contractors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed.

Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees.

Section 5: Capacity

Respondents shall describe the firm's capacity to perform the required work. Respondents shall:

- Describe internal and external resources, such as financial capacity or equipment, currently available to fulfil the scope of this project. Identify resources that will need to be obtained, in the event of an award.
- Respondents shall provide a Current/Future Workload list, including all projects currently under contract and anticipated for award within the next three (3) years. Info must include a description of the work, commencement and completion dates, owner/agency.
- Any other information the Respondent wishes to be considered in the evaluation of its ability to render services to the County.

Section 6: Local Preference

Respondents must complete and submit **Attachment G**, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Respondent as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment G.

Any Respondent submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

Section 7: Socioeconomic Business Enterprise

The County encourages participation by MBE/WBE/DBE firms. Provide current copy of certificate of MBE/WBE/DBE (if applicable). The use of MBE/WBE/DBE identified in a Qualifications submittal must be used throughout the duration of the contract. If the proposed MBE/WBE/DBE firm is no longer able to perform the work originally intended, the awarded firm shall be responsible for seeking a replacement MBE/WBE/DBE firm, or demonstrating a good faith effort to seek out a MBE/WBE/DBE firm. This section has an evaluation value of five (5) points. Respondents will receive the maximum score of five (5) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-consultant’s and/or sub-contractor’s MBE/WBE/DBE certification.

Section 8: Administrative Information

Respondents must complete and submit the following:

- Attachment A – Qualifications Affidavit
- Attachment B – Affidavit of Solvency
- Attachment C – Drug Free Work Place Form
- Attachment D – Conflict of Interest Disclosure Form
- Attachment E – E-verify Affidavit
- Acknowledge all Addenda

PART IV: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The Purchasing Division shall review each submitted Qualifications for responsiveness to the requirements provided in this RFQ Documents and responsibility to perform the required work. Any Respondent who is deemed non-responsible, and 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 responsive Qualifications submitted by Responsible Respondents will be evaluated for consideration of award.

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

B. EVALUATION OF QUALIFICATIONS

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

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 making any recommendation for award, or moving forward with negotiations.

C. EVALUATION CRITERIA AND SCORING

The Evaluation Committee will evaluate and score submitted Qualifications from highest to lowest based upon the specific evaluation criteria and scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Qualifications	20
2. Related Experience	20
3. Project Approach/Methodology, Quality & Schedule Control	20
4. Capacity	20
5. Local Preference	10

6. Socioeconomic Business Enterprise	5
Total Points Possible:	95
7. Presentations – Shortlisted Firms (If Applicable)	25
Total Points Possible:	120

D. FORMULA FOR EVALUATION OF LOCAL PREFERENCE:

Evidence of Respondent’s qualification as a Local Business in accordance with Section 16.3.1 SJC Purchasing Policy, Local Preference shall be scored by the SJC Purchasing Division, and shall be scored on a scale of 0 – 10 points multiplied by the number of evaluators on the Evaluation Committee. Respondents that meet all qualification criteria as a local business shall receive the full 10 points. Respondents that do not meet all qualification criteria as a local business shall receive 0 points.

D. SHORTLIST PRESENTATIONS/INTERVIEWS

The County may elect, at its sole discretion, to shortlist the evaluated Respondents, in order to hear presentations or conduct interviews in order to make a final determination for award. The County is under no obligation to shortlist and/or conduct these presentations or interviews, if the County determines, based upon the evaluation of the submitted Qualifications, that a satisfactory pool of Contractors can be awarded.

If elected, the interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the Qualifications for each Respondent, to determine the Total Score for each Respondent. The criteria by which presentations will be scored will be provided to the shortlisted Respondents with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

E. NEGOTIATIONS & AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose. Upon evaluation and final ranking of Qualifications, including any interviews and/or presentations (if applicable), a Notice of Intent to Award will be issued, expressing the County’s intent to negotiate and award Contract(s). It is the intent of the County to enter into negotiations with firms, provided no documentable justification is provided that would prohibit the County from proceeding with any Respondent. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

The negotiated Contracts shall be presented to the Board of County Commissioners (“Board”) for approval to execute.

F. PROTEST PROCEDURES

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

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

It is anticipated the County will issue a Master Construction Agreement to each awarded Contractor with an initial term of three (3) calendar years, with the option of a three (3) one-year renewal terms, exercisable by the County

providing that satisfactory performance has been maintained by the awarded Contractor(s), there is availability of appropriated funds, and the County has a continued need for the work.

In the event that a Contract is attached to the RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the RFQ, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, 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 proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

Awarded Contractor(s) shall return signed Contracts and other required documents provided in the Notice of Award to the SJC Purchasing Division within ten (10) consecutive calendar days of receipt of Notice of Award and contract. The County shall return a copy of the fully executed Contract to the Contractor no later than seven (7) consecutive calendar days of receipt from the Contractor, provided all required information and documentation is provided by the Contractor.

B. TASK ORDERS

Projects awarded under this Contract shall be authorized by a Task Order, which shall be issued by the SJC Purchasing Division and executed by authorized representatives of the Contractor and St. Johns County.

Each Task Order shall be on a form provided by the County and shall include, at a minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Task Order Number & Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

C. CHANGE ORDERS

Any and all changes to any project being performed under a Task Order, which are not included in the scope of the executed Task Order, and which require additional work that effects the scope, cost, or time of the project must be authorized through a Change Order. All changes requested by the Contractor must be stated in a written proposal submitted to the County for approval. The County reserves the right to reject any changes requested by the Contractor. Changes must be approved in writing, by the SHIP Program Administrator and the Purchasing Manager, or an authorized designee, prior to the Change Order being issued and/or executed. No additional or alternate work related to the Change Order shall be performed by the Contractor until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Contractor, and immediately communicated to the SHIP Program Administrator, with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project. If a Change Order is needed, the scope will be adjusted but no funds will be added to the not-to-exceed amount of the Task Order.

D. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services, and organization which would have been necessary during the RFQ evaluation period in order to demonstrate appropriate capability to perform the required work.

E. COMPLETION TIME / LIQUIDATED DAMAGES

All Work required under each Task Order shall commence within ten (10) consecutive calendar days of Contractor's receipt of written Notice to Proceed. Liquidated damages shall be assessed on projects that are not completed in accordance with the terms stated in the Task Order.

The Completion Time shall be determined at the time of issuance of each Task Order. Completion Time shall be stipulated in consecutive calendar days for completion of all authorized Work. Any changes to the completion time shall be issued through a Change Order by the SJC Purchasing Division. Changes must be requested, justified, and approved by the SHIP Program Administrator.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor fail to complete the work within the time stipulated in the Task Order, or within such extra time as may have been granted by the Owner, the Contractor shall pay to the Owner, not as a penalty but as liquidated damages, the sum of two hundred dollars (\$200.00) per address for each and every calendar day of unexcused delay in completion of the work.

"Unexcused Delay" shall mean any delay to completion of the work that is caused by the Contractor, any subcontractor or supplier, for which the Contractor could have reasonably foreseen, and were within the control of the Contractor, subcontractor or supplier, and which entitle the contractor to neither a time extension nor any added compensation.

F. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein or as designated in the Agreement, the County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County, to address the items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Contractor.

G. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the work to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

H. OSHA REQUIREMENTS

The Contractor warrants that the product, products, or work 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.

I. LICENSES, PERMITS & FEES

The Contractor 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 Contractor.

J. INSURANCE REQUIREMENTS

The Contractor shall not commence work under the awarded Contract until all insurance required under this section has been obtained 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 Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor 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 Contractor 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 Contractor shall maintain during the life of the awarded Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor 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 this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded Contract, Umbrella or Excess Liability covering workers compensation, commercial general liability, and business auto liability with minimum limits of liability of \$1,000,000. The Contractor shall maintain during the life of the awarded Contract, Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor 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 Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor 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 employees per Florida Statute 440.02.

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

The Contractor shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made for each Task Order. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

The County reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the County to do so. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

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

K. INDEMNIFICATION

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

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

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

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.

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.

PART VI: ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Qualifications are on the following pages.

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
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE NUMBER: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFQ NO: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION

ATTACHMENT A
QUALIFICATIONS AFFIDAVIT

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

At the time the Qualifications is submitted, the Respondent shall attach to his Qualifications 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 Qualifications 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 work covered by the RFQ documents for **RFQ NO: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION**.

The affiant further states that no more than one Qualifications 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 Qualifications on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

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 Affiant. who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

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

RFQ NO: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION

ATTACHMENT B
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

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 Affiant. who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFQ NO: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION

ATTACHMENT C
DRUG FREE WORKPLACE FORM

Company Name: _____

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that _____
_____ (Respondent) does:

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 work that are described in St. Johns County's Bids/RFQ/RFQ 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 work 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 five (5) 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.

Authorized Representative Signature

Date

RFQ NO: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION

ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **23-04, SHIP AND EMERGENCY HOUSING REHABILITATION**

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 consultants/contractors 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: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION

ATTACHMENT E
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. 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., 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 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. 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. 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 Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed 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 Affiant who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION

**ATTACHMENT F
CLAIMS/LIENS/LITIGATION HISTORY**

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: 23-04; SHIP AND EMERGENCY HOUSING REHABILITATION

ATTACHMENT G
LOCAL PREFERENCE

Respondents must complete and submit **Attachment G**, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Respondent as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment G.

Any Respondent submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Respondent has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Respondent's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all work under the awarded Contract, or must have a minimum of fifty percent (50%) of all work performed by qualified local businesses as sub-contractors.

Respondent **is** a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all work shall be performed by local businesses as proposed.

Respondent is **not** a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Representative

Printed Name & Title

Date of Signature

SEALED RFQ MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Qualifications".

SEALED RFQ • DO NOT OPEN	
RFQ #:	RFQ 23-04
RFQ TITLE:	SHIP AND EMERGENCY HOUSING REHABILITATION
DUE DATE/TIME:	Thursday, March 23, 2023 No Later Than 4:00 PM EDST
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