

16**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***11/4/2025****BCC MEETING DATE****TO: Joy Andrews, County Administrator****DATE: October 2, 2025****FROM: Jaime Locklear, Director, Purchasing****PHONE: 904 209-0158****SUBJECT OR TITLE: CA#05 - GMP Amendment for Northwest Park under Construction Manager Agreement #24-MCA-WHA-19753 with Wharton-Smith, Inc - RFQ No: 1530****AGENDA TYPE: Consent Agenda, Contract, Resolution****BACKGROUND INFORMATION:**

On May 9, 2024, the County entered into Construction Manager Agreement #24-MCA-WHA-19753 with Wharton-Smith, Inc ("WSI") as the top ranked firm under RFQ No: 1530; Construction Manager at Risk Services for Multiple Parks. The initial contract was for preconstruction services related to the Regional Parks (Central Community, Central Sportsplex, Northwest Community and Northeast Community) and improvements to Davis Park. The initial contract authorized the performance of the preconstruction services, and established the Construction Manager Fee of 4.9% to be applied to all Guaranteed Maximum Price ("GMP") Proposals. Since the effective date of the contract, WSI has been working with the County and the County's design firm to review and value engineer the design of the parks for the purposes of accomplishing the work within the County's established budgetary limitations. This CA#5 serves to incorporate the GMP for Northwest Community Park, which is a twenty four (24) acre site. The scope for this package includes construction of a library/community center, restrooms, concession/broadcast/storage building, four (4) natural grass little league baseball/softball fields, batting cages, pickleball courts, sand volleyball courts, and other amenities along with site utilities, parking lots and drives. This CA#5 serves to incorporate the GMP negotiated between WSI and County Staff for this scope, at a GMP amount of \$23,806,291.00, with a substantial completion date of May 17, 2027. Additionally, this GMP Amendment shall serve to adjust contract language in order to address the progress of the Contract schedule. Staff recommends Board approval to execute CA#5 as provided herein.

1. IS FUNDING REQUIRED? Yes**2. IF YES, INDICATE IF BUDGETED.** Yes**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

INDICATE FUNDING SOURCE: FY 19 Capital Improvement Projects -- Culture & Recreation Projects -- Improvements Other Than Buildings (3446-56301 and 3441-56301); FY 21 Capital Improvement Projects -- Culture & Recreation Projects -- Improvements Other Than Buildings (3453-56301); FY 25 Capital Improvement Projects -- Culture & Recreation Projects -- Improvements Other Than Buildings (3482-56301); Park Impact Fees Zone A - Improvements Other Than Buildings (1195-56301); Tourist Development Cat III Recreation - Improvements Other Than Buildings (1146-56301);

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2025-_____, authorizing the County Administrator, or designee, to execute Contract Amendment #5 - GMP Amendment for Northwest Community Park under the Construction Manager Agreement #24-MCA-WHA-19753 with Wharton-Smith, Inc in the amount not to exceed \$23,806,291.00 for performance of the Work in accordance with the Contract Documents.

For Administration Use Only:**Legal: Jalisa Ferguson 10/28/2025****OMB: WS 10/28/2025****Admin: JDD 10/29/2025**

RESOLUTION NO. 2025 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT NO: 05 – GMP AMENDMENT FOR NORTHWEST COMMUNITY PARK FOR A GUARANTEED MAXIMUM PRICE OF \$23,806,291.00 IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

RECITALS

WHEREAS, on May 9, 2024, the County entered into Construction Manager Agreement #24-MCA-WHA-19753 with Wharton-Smith, Inc as the top ranked firm under RFQ #1530; Construction Manager at Risk Services for Multiple Parks. The initial contract was for pre-construction services related to the Regional Parks (Central Community, Central Sportsplex, Northwest Community and Northeast Community) and improvements to Davis Park. The initial contract authorized the performance of pre-construction services, and established the Construction Manager Fee of 4.9% to be applied to all Guaranteed Maximum Price (“GMP”) Proposals; and

WHEREAS, since the effective date of the contract, Wharton-Smith, Inc has been working with the County and the County’s design firm to review and value engineer the design of the parks for the purposes of accomplishing the work within the County’s established budgetary limitations; and

WHEREAS, this Contract Amendment #5 serves to incorporate the negotiated GMP for Northwest Community Park. The scope for Northeast Community Park consists of all materials, labor, equipment, and costs to construct a library/community center, restrooms, concession/storage/broadcast building, four(4) natural grass softball/little league baseball fields, batting cages, six (6) pickleball courts, splash pad, playground, along with site work, including retention ponds, site utilities, parking lot and related drives; and

WHEREAS, the County finds that the negotiated GMP serves the best interest of the County to proceed and execute Contract Amendment #5 as provided in the agenda; and

WHEREAS, the project will be funded through the Special Obligation Revenue Bonds Series 2024A to Fund Regional Parks, Community Centers and Public Safety Infrastructure.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to execute Contract Amendment (CA) #03 for the Guaranteed Maximum Price of \$23,806,291.00 for Northwest Community Park, in accordance with the Contract Documents under RFQ 1530.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute purchase orders for Owner Direct Purchases related to the Contract Amendment #05.

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 _____, 2025.

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

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

By: _____
Krista Joseph, Chair

By: _____
Deputy Clerk



CONTRACT AMENDMENT NO: 05

RFQ NO: 1530; Construction Manager at Risk Services for Multiple Parks
Construction Manager Agreement No: 24-MCA-WHA-19753

October 27, 2025

Wharton-Smith, Inc
750 Monroe Road
Sanford, FL 32771

Contract Amendment No: 05 is hereby issued to amend the above referenced Construction Manager Agreement ("Contract") as follows:

1. This Amendment shall serve as the GMP (Guaranteed Maximum Price) Amendment for Northwest Community Park 1D. This GMP Amendment includes the following Exhibits, which shall be included as a Contract Document along with this Amendment:
 - a. Northwest Community Park 1D –GMP Proposal;
2. This Amendment shall serve to establish the Guaranteed Maximum Price of \$23,806,291.00 for this portion of the Project, which revises the total Guaranteed Maximum Price to \$88,108,016.00 for completion of all Work specified in CA#01, CA#02, CA#03, CA#04, and this CA#05, which is added to the costs of Pre-Construction Services totaling \$486,380.
3. Section 3.1.2 Phase 2 – Construction Services, under Section 3.1 Contract time, under Article III Contract Times is hereby revised to include the following:

3.1.2.2 Construction Manager shall substantially complete all Work included in GMP 1D Northwest Community Park by or before **May 17, 2027**. All Work as provided in CA#05 shall reach Final Completion by or before **sixty (60) calendar days** following County acceptance of Substantial Completion.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Contract, as previously amended, shall remain in full force and effect. The County and the Construction Manager acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Construction Manager have executed this Amendment on the dates below noted.

Signature of County Representative

Date

Jaime Locklear, Director, Purchasing & Contracts
Printed Name & Title – County Representative

Signature of Construction Manager Representative

Date

Printed Name & Title

End of Amendment No: 05

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



October 27, 2025

Jason McKay
CIP Program Manager
SJC Public Works / Engineering
2750 Industry Center Road
St. Augustine FL 32084

Re: St. Johns County
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park – GMP 1D

Mr. McKay,

Wharton-Smith is pleased to submit the revised Guaranteed Maximum Price Submittal GMP 1C, for the Northwest Community Park project. Our current construction schedule along with a comprehensive breakdown of material, equipment, subcontractor cost, and labor is provided in the supporting documentation following this letter. Our Guaranteed Maximum Price for Northwest Community Park GMP 1D is \$23,806,291.

This site encompasses approximately 24 acres of total area. The project consists of a Library/Community Center building, restroom buildings, concession/storage/broadcast building, four natural grass Softball/Little League baseball fields, batting cages, pickleball courts, splash pad, playground, and fabric shade structures, along with site utilities, parking lot, and related drives.

We are eager to begin construction and are enthusiastic about the opportunity to contribute to the success of this important project. We look forward to continuing our partnership and working closely with you and your team.

If you have any questions, do not hesitate to contact us.

Sincerely,

Wharton Smith, Inc.

A handwritten signature in blue ink that reads 'Stephanie Farmer'.

Stephanie Farmer

Project Executive

**CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN ST. JOHNS COUNTY AND CONSTRUCTION
MANAGER**

CM AGREEMENT NO.: 24-MCA-WHA-19753

**NORHWEST COMMUNITY PARK
GMP 1D**

Updated October 27, 2025



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Section 1
Document List



Deliverable: GMP 1D
 Owner: St. Johns County
 Project: Northwest Community Park

Doc Type: Drawings
 Architect: OSPOITS
 Titled: Northwest Community Park GMP 2D - Building Package
 Dated: 07/16/25

Sheet No.	Sheet Title	Issue Date	Add 1
G-001	TITLE SHEET	07/16/25	
G-002	SHEET INDEX	07/16/25	
G-010	GENERAL NOTES	07/16/25	08/27/25
G-020	TYPICAL TOILET LAYOUTS AND ACCESSORIES	07/16/25	
C-000	CIVIL COVER SHEET INDEX	07/16/25	08/27/25
C-010	CIVIL NOTES	07/16/25	
C-011	CIVIL LEGEND	07/16/25	
C-019	STORMWATER POLLUTION PREVENTION NOTES	07/16/25	
C-020	MASTER STORMWATER POLLUTION PREVENTION PLAN	07/16/25	
C-021	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	08/27/25
C-022	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	
C-023	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	
C-024	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	
C-025	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	
C-026	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	08/27/25
C-027	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	
C-028	STORMWATER POLLUTION PREVENTION PLAN	07/16/25	
C-030	OVERALL DEMOLITION AND TREE PROTECTION PLAN	07/16/25	
C-031	DETAILED DEMOLITION AND TREE PROTECTION PLAN	07/16/25	
C-100	MASTER SITE PLAN	07/16/25	
C-110	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	
C-111	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	
C-112	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	08/27/25
C-113	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	
C-114	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	
C-115	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	
C-116	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	
C-117	DETAILED HORIZONTAL CONTROL AND SITE PLAN	07/16/25	
C-120	FIRE TRUCK TURNING EXHIBIT	07/16/25	
C-121	FIRE TRUCK TURNING EXHIBIT	07/16/25	
C-122	FIRE TRUCK TURNING EXHIBIT	07/16/25	
C-200	MASTER UTILITY PLAN	07/16/25	
C-210	DETAILED UTILITY PLAN	07/16/25	
C-211	DETAILED UTILITY PLAN	07/16/25	08/27/25
C-212	DETAILED UTILITY PLAN	07/16/25	08/27/25
C-213	DETAILED UTILITY PLAN	07/16/25	
C-214	DETAILED UTILITY PLAN	07/16/25	
C-215	DETAILED UTILITY PLAN	07/16/25	
C-216	DETAILED UTILITY PLAN	07/16/25	
C-217	DETAILED UTILITY PLAN	07/16/25	
C-220	UTILITY DETAILS (WATER)	07/16/25	
C-221	UTILITY DETAILS (WATER)	07/16/25	
C-222	UTILITY DETAILS (WATER)	07/16/25	
C-223	UTILITY DETAILS (WATER)	07/16/25	
C-224	UTILITY DETAILS (WATER)	07/16/25	
C-225	UTILITY DETAILS (WATER)	07/16/25	
C-226	UTILITY DETAILS (WASTEWATER)	07/16/25	
C-227	UTILITY DETAILS (WASTEWATER)	07/16/25	
C-228	UTILITY DETAILS (WASTEWATER)	07/16/25	
C-229	UTILITY DETAILS (WASTEWATER)	07/16/25	
C-230	UTILITY DETAILS (WASTEWATER)	07/16/25	
C-231	UTILITY DETAILS (WASTEWATER)	07/16/25	
C-240	LIFT STATION PLAN AND PROFILE	07/16/25	

Deliverable: GMP 1D
 Owner: St. Johns County
 Project: Northwest Community Park

C-300	MASTER GRADING AND DRAINAGE PLANS	07/16/25	
C-310	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	
C-311	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	
C-312	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	08/27/25
C-313	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	
C-314	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	
C-315	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	
C-316	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	
C-317	DETAILED GRADING AND DRAINAGE PLAN	07/16/25	
C-320	STORMWATER MANAGEMENT FACILITY 1 PLAN	07/16/25	
C-321	DETAILS STORMWATER MANAGEMENT FACILITY 1 SECTIONS AND DETAILS	07/16/25	
C-322	STORMWATER MANAGEMENT FACILITY 2 PLAN	07/16/25	
C-323	DETAILS STORMWATER MANAGEMENT FACILITY 2 SECTIONS AND DETAILS	07/16/25	
C-330	CONSTRUCTION DETAILS	07/16/25	08/27/25
C-331	CONSTRUCTION DETAILS	07/16/25	
C-410	UTILITY PLAN AND PROFILES	07/16/25	
C-411	UTILITY PLAN AND PROFILES	07/16/25	
C-412	UTILITY PLAN AND PROFILES	07/16/25	
C-500	ENTRANCE ROADWAY PLAN	07/16/25	
C-501	GREENBRIAR ROAD TURN LANE DEMO, HORIZONTAL CONTROL, AND GRADING	07/16/25	
C-510	ENTRANCE ROADWAY PLAN AND PROFILE	07/16/25	
C-511	ENTRANCE ROADWAY PLAN AND PROFILE	07/16/25	
C-512	ENTRANCE ROADWAY PLAN AND PROFILE	07/16/25	
C-513	ENTRANCE ROADWAY PLAN AND PROFILE	07/16/25	
C-514	ENTRANCE ROADWAY PLAN AND PROFILE	07/16/25	
C-515	ENTRANCE ROADWAY PLAN AND PROFILE	07/16/25	
C-516	ENTRANCE ROADWAY PLAN AND PROFILE	07/16/25	
C-520	ROADWAY CROSS SECTIONS	07/16/25	
C-521	ROADWAY CROSS SECTIONS	07/16/25	
C-522	ROADWAY CROSS SECTIONS	07/16/25	
C-523	ROADWAY CROSS SECTIONS	07/16/25	
C-803	PLAYING FIELD DETAILS	08/27/25	08/27/25
C-804	PLAYING FIELD DETAILS	08/27/25	08/27/25
PF-001	PLAYING FIELD OVERALL SITE PLAN	07/16/25	
PF-101	PLAYING FIELD SITE PLAN 1	07/16/25	
PF-102	PLAYING FIELD SITE PLAN 2	07/16/25	
PF-103	PLAYING FIELD SITE PLAN 3	07/16/25	
PF-203	PLAYING FIELD UTILITY PLAN 3	07/16/25	
PF-301	PLAYING FIELD GRADING PLAN 1	07/16/25	
PF-302	PLAYING FIELD GRADING PLAN 2	07/16/25	
PF-203	PLAYING FIELD UTILITY PLAN 3	07/16/25	
PF-303	PLAYING FIELD GRADING PLAN 3	07/16/25	
PF-601	PLAYING FIELD STRIPING PLAN 1	07/16/25	
PF-801	PLAYING FIELD DETAILS 1	07/16/25	
PF-802	PLAYING FIELD DETAILS 2	07/16/25	
PF-803	PLAYING FIELD DETAILS 3	07/16/25	
PF-804	PLAYING FIELD DETAILS 4	07/16/25	
PF-805	PLAYING FIELD DETAILS 5	07/16/25	
PF-806	PLAYING FIELD DETAILS 6	07/16/25	
PF-807	PLAYING FIELD DETAILS 7	07/16/25	
H000	HARDSCAPE NOTES & SYMBOLS	07/16/25	
H100	OVERALL HARDSCAPE PLAN	07/16/25	
H101	HARDSCAPE PLAN	07/16/25	
H102	HARDSCAPE PLAN	07/16/25	
H104	HARDSCAPE PLAN	07/16/25	
H105	HARDSCAPE PLAN	07/16/25	
H106	HARDSCAPE PLAN	07/16/25	
H800	FINISH SCHEDULE	07/16/25	
H802	HARDSCAPE DETAILS	07/16/25	

Deliverable: GMP 1D
 Owner: St. Johns County
 Project: Northwest Community Park

H803	HARDSCAPE DETAILS	07/16/25	
L000	TREE MITIGATION PLAN	07/16/25	
L100	OVERALL LANDSCAPE PLAN	07/16/25	
L001	EXISTING TREE LIST & TREE CANOPY CALCULATION	07/16/25	
L101	LANDSCAPE PLAN	07/16/25	
L102	LANDSCAPE PLAN	07/16/25	
L103	LANDSCAPE PLAN	07/16/25	
L104	LANDSCAPE PLAN	07/16/25	
L105	LANDSCAPE PLAN	07/16/25	
L106	LANDSCAPE PLAN	07/16/25	
L107	LANDSCAPE PLAN	07/16/25	
L108	LANDSCAPE PLAN	07/16/25	
L200	LANDSCAPE SCHEDULE & NOTES & TABLES	07/16/25	
L201	LANDSCAPE DETAILS	07/16/25	
IR100	OVERALL IRRIGATION PLAN	07/16/25	
IR101	IRRIGATION PLAN	07/16/25	08/27/25
IR102	IRRIGATION PLAN	07/16/25	08/27/25
IR104	IRRIGATION PLAN	07/16/25	08/27/25
IR105	IRRIGATION PLAN	07/16/25	08/27/25
IR106	IRRIGATION PLAN	07/16/25	
IR107	IRRIGATION PLAN	07/16/25	08/27/25
IR108	IRRIGATION PLAN	07/16/25	08/27/25
IR201	IRRIGATION DETAILS	07/16/25	
IR202	IRRIGATION DETAILS	07/16/25	
IR203	IRRIGATION DETAILS	07/16/25	
IR204	IRRIGATION DETAILS	07/16/25	
IR205	IRRIGATION NOTES	07/16/25	08/27/25
IR206	IRRIGATION DETAILS	08/27/25	08/27/25
SP100	GENERAL INFORMATION & NOTES	07/16/25	
SP101	IWF SITE PLAN	07/16/25	
SP102	IWF LAYOUT & PLUMBING PLANS	07/16/25	
SP103	IWF EQUIPMENT DETAILS	07/16/25	
SP104	IWF COLLECTOR TANK DETAILS	07/16/25	
SP105	IWF BONDING PLAN	07/16/25	
SP106	IWF DETAILS & SPECIFICATIONS	07/16/25	
SP107	IWF SPECIFICATIONS	07/16/25	
LS-001	CODE ANALYSIS	07/16/25	
LS-002	CODE ANALYSIS	07/16/25	
LS-003	CODE ANALYSIS	07/16/25	
LS-101	SITE LIFE SAFETY SITE PLAN	07/16/25	
LS-102	LIFE SAFETY PLANS	07/16/25	08/27/25
A-001	SITE AREA PLAN	07/16/25	
A-101	AREA PLAN A	07/16/25	
A-110	BLDG A100 ENLARGED FLOOR & CEILING PLANS	07/16/25	08/27/25
A-111	BLDG A100 ROOF & FINISH FLOOR PLANS	07/16/25	
A-112	BLDG A100 ELEVATIONS & SECTIONS	07/16/25	08/27/25
A-120	BLDG A200 ENLARGED FLOOR & CEILING PLANS	07/16/25	08/27/25
A-121	BLDG A200 ROOF & FINISH FLOOR PLANS	07/16/25	
A-122	BLDG A200 ELEVATIONS & SECTIONS	07/16/25	08/27/25
A-130	BLDG A300 ENLARGED FLOOR & CEILING PLANS	07/16/25	08/27/25
A-131	BLDG A300 ROOF & FINISH FLOOR PLANS	07/16/25	
A-132	BLDG A300 ELEVATIONS & SECTIONS	07/16/25	08/27/25
A-201	AREA PLAN B & G	07/16/25	08/27/25
A-210	BLDG B100 ENLARGED FLOOR PLAN COMM. CENT.	07/16/25	08/27/25
A-211	BLDG B100 ENLARGED CEILING PLAN COMM. CENT.	07/16/25	08/27/25
A-212	BLDG B100 ENLARGED FINISH PLAN COMM. CENT.	07/16/25	
A-213	BLDG B100 ENLARGED FLOOR PLAN LIBRARY SUITE	07/16/25	08/27/25
A-214	BLDG B100 ENLARGED CEILING PLAN LIBRARY SUITE	07/16/25	
A-215	BLDG B100 ENLARGED FINISH PLAN LIBRARY SUITE	07/16/25	

Deliverable: GMP 1D
 Owner: St. Johns County
 Project: Northwest Community Park

A-216	BLDG B11 FINISH LEGEND LIBRARY SUITE	07/16/25	
A-217	BLDG B100 ROOF PLAN	07/16/25	
A-218	BLDG B100 ELEVATIONS	07/16/25	08/27/25
A-219	BLDG B100 SECTIONS	07/16/25	08/27/25
A-220	BLDG B100 INTERIOR ELEVATIONS COMM. CENT.	07/16/25	
A-221	BLDG B100 NTERIOR ELEVATIONS LIBRARY SUITE	07/16/25	
A-222	BLDG B100 NTERIOR ELEVATIONS LIBRARY SUITE	07/16/25	
A-223	BLDG B100 TOILET ROOMS LIBRARY SUITE	07/16/25	
A-230	BLDG B100 ENLARGED FURNITURE & SHELVING PLAN LIBRARY SUITE	07/16/25	
A-231	BLDG B100 ENLARGED CABINETRY PLAN LIBRARY SUITE	07/16/25	
A-310	BLDG G100 ENLARGED PLANS	07/16/25	08/27/25
A-311	BLDG G100 FINISH PLAN	07/16/25	
A-312	BLDG G100 ELEVATIONS & SECTIONS	07/16/25	
A-400	PARTITION TYPES	07/16/25	
A-410	WALL SECTIONS	07/16/25	08/27/25
A-411	WALL SECTIONS	07/16/25	08/27/25
A-412	WALL SECTIONS	07/16/25	08/27/25
A-610	SECTION DETAILS	07/16/25	08/27/25
A-611	SECTION DETAILS	07/16/25	08/27/25
A-612	SECTION DETAILS	07/16/25	08/27/25
A-615	STOREFRONT DETAILS	07/16/25	08/27/25
A-616	STOREFRONT DETAILS	07/16/25	08/27/25
A-620	PLAN DETAILS	07/16/25	08/27/25
A-625	SITE DETAILS	07/16/25	08/27/25
A-630	STAIR SECTIONS & DETAILS	07/16/25	08/27/25
A-640	DOOR & WINDOW SCHEDULE	07/16/25	
A-641	STANDARD DOOR DETAILS	07/16/25	
A-700	BLDG B100 CABINETRY TYPES LIBRARY SUITE	07/16/25	
A-701	BLDG B100 CABINETRY TYPES LIBRARY SUITE	07/16/25	
A-702	BLDG B100 CABINETRY TYPES LIBRARY SUITE	07/16/25	
A-703	BLDG B100 CABINETRY ELEVATIONS & SECTIONS LIBRARY SUITE	07/16/25	
A-704	BLDG B100 CABINETRY ELEVATIONS & SECTIONS LIBRARY SUITE	07/16/25	
A-705	BLDG B100 CABINETRY ELEVATIONS & SECTIONS LIBRARY SUITE	07/16/25	
A-706	BLDG B100 CABINETRY ELEVATIONS & SECTIONS LIBRARY SUITE	07/16/25	
A-707	BLDG B100 CABINETRY ELEVATIONS & SECTIONS LIBRARY SUITE	07/16/25	
A-708	BLDG B100 INTERIOR DETAILS LIBRARY SUITE	07/16/25	
A-710	BLDG B100 MILLWORK DETAILS COMMUNITY CENTER	07/16/25	
A-711	BLDG B100 SIGNAGE DETAILS	07/16/25	
S-001	GENERAL NOTES	07/16/25	
S-002	GENERAL NOTES	07/16/25	
S-003	WIND CRITERIA	07/16/25	
S-004	ABBREVIATIONS AND SYMBOLS	07/16/25	
S-101A	AREA A SOFTBALL FOUNDATION PLAN	07/16/25	
S-101B	AREA B COMMUNITY CENTER FOUNDATION PLAN	07/16/25	
S-101C	AREA G FOUNDATION PLAN	07/16/25	
S-102A	AREA A LEVEL 2 FRAMING PLAN	07/16/25	08/27/25
S-102C	AREA G STORAGE ROOF FRAMING PLANS	07/16/25	
S-103A	AREA A ROOF FRAMING PLAN	07/16/25	08/27/25
S-103B	AREA B COMMUNITY CENTER ROOF RAMING PLAN	07/16/25	08/27/25
S-310	TYPICAL FOUNDATION DETAILS	07/16/25	
S-320	TYPICAL CONCRETE DETAILS	07/16/25	
S-330	TYPICAL MASONRY DETAILS	07/16/25	
S-340	TYPICAL STEEL DETAILS	07/16/25	
S-341	TYPICAL STEEL AND ROOF DETAILS	07/16/25	
S-350	TYPICAL COLDFORM DETAILS	07/16/25	
S-410	TRUSS PROFILES	07/16/25	
S-411	TRUSS PROFILES	07/16/25	08/27/25
S-420	STRUCTURAL SECTIONS	07/16/25	08/27/25
S-601	SCHEDULES	07/16/25	

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M-001	MECHANICAL SYMBOL LEGEND AND NOTES	07/16/25	
M-011	OVERALL BUILDING PLAN	07/16/25	
M-411	BLDG A100 & A300 MECHANICAL PLANS	07/16/25	
M-412	BLDG A200 MECHANICAL PLANS	07/16/25	
M-470	BLDG B100 MECHANICAL PLANS	07/16/25	
M-471	BLDG G100 MECHANICAL PLANS	07/16/25	
M-501	MECHANICAL DETAILS	07/16/25	
M-502	MECHANICAL DETAILS	07/16/25	
M-601	MECHANICAL CONTROLS	07/16/25	
M-901	MECHANICAL SCHEDULES	07/16/25	
M-902	MECHANICAL SCHEDULES	07/16/25	
P-001	PLUMBING SYMBOL LEGEND AND NOTES	07/16/25	
P-100	PLUMBING SITE PLAN	07/16/25	
P-411	BLDG A100 PLUMBING PLANS	07/16/25	
P-412	BLDG A200 PLUMBING PLANS	07/16/25	
P-413	BLDG A300 PLUMBING PLANS	07/16/25	
P-421	BLDG B100 PLUMBING PLAN	07/16/25	
P-422	BLDG B100 PLUMBING PLAN	07/16/25	
P-471	BLDG G100 PLUMBING PLANS	07/16/25	08/27/25
P-501	PLUMBING DETAILS	07/16/25	
P-502	PLUMBING DETAILS	07/16/25	
P-701	PLUMBING SCHEDULES	07/16/25	
P-901	PLUMBING ISOMETRICS	07/16/25	
P-902	PLUMBING ISOMETRICS	07/16/25	
P-903	PLUMBING ISOMETRICS	07/16/25	
P-904	PLUMBING ISOMETRICS	07/16/25	
P-905	PLUMBING ISOMETRICS	07/16/25	08/27/25
E-001	ELECTRICAL SYMBOL LEGEND AND NOTES	07/16/25	
E-011	OVERALL SITE LIGHTING PLAN	07/16/25	
E-012	PHOTOMETRIC SITE LIGHTING PLAN	07/16/25	
E-013	OVERALL SITE POWER PLAN	07/16/25	08/27/25
E-014	SITE LIGHTING PLAN ROADWAY EXTENSION	07/16/25	
E-015	PHOTOMETRIC LIGHTING PLAN ROADWAY EXTENSION	07/16/25	
E-016	ELECTRICAL SITE LIGHTING PLAN 1	07/16/25	
E-017	ELECTRICAL SITE LIGHTING PLAN 2	07/16/25	
E-018	ELECTRICAL ITE LIGHTING PLAN 3	07/16/25	
E-411	BLDG A100 ELECTRICAL PLANS	07/16/25	
E-412	BLDG A200 ELECTRICAL PLANS	07/16/25	08/27/25
E-413	BLDG A300 ELECTRICAL PLANS	07/16/25	
E-421	BLDG B100 ELECTRICAL PLANS	07/16/25	08/27/25
E-422	BLDG B100 ELECTRICAL PLANS	07/16/25	08/27/25
E-471	BLDG G100 ELECTRICAL PLANS	07/16/25	
E-501	TYPICAL LIGHTING CONTROL DETAILS	07/16/25	
E-501a	LIGHTING CONTRACTOR WIRING DIAGRAMS	07/16/25	
E-502	SITE LIGHTING DETAILS AND DIAGRAMS	07/16/25	
E-503	SITE POWER DETAILS	07/16/25	
E-504	POWER DETAILS AND DIAGRAMS	07/16/25	
E-505	ELECTRICAL GROUNDING RISER AND DETAILS	07/16/25	
E-506	ELECTRICAL DUCT BANK SECTIONS	07/16/25	08/27/25
E-601	ELECTRICAL ONE LINE DIAGRAM	07/16/25	08/27/25
E-701	LUMINAIRE SCHEDULE	07/16/25	
E-702	ELECTRICAL PANEL SCHEDULES	07/16/25	08/27/25
E-703	ELECTRICAL PANEL SCHEDULES	07/16/25	08/27/25
E-704	ELECTRICAL SCHEDULES	07/16/25	08/27/25

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Doc Type: Specifications
 Architect: OSPORTS
 Titled: St. Johns Northwest Community Park
 Dated: 07/16/25

Spec No.	Spec Title	Issue Date	Add 1
00 01 07	Civil Certification	07/16/25	
01 00 00	General Requirements	07/16/25	
01 10 00	Summary	07/16/25	
01 10 00.13	Procurement Matrix	07/16/25	
01 21 00	Allowances	07/16/25	
01 22 00	Unit Prices	07/16/25	
01 23 00	Alternates	07/16/25	
01 25 00	Substitution Procedures	07/16/25	
01 31 00	Project Management and Coordination	07/16/25	
01 32 00	Construction Progress Documentation	07/16/25	
01 33 00	Submittal Procedures	07/16/25	
01 40 00	Quality Requirements	07/16/25	
01 42 00	References	07/16/25	
01 50 00	Temporary Facilities and Controls	07/16/25	
01 60 00	Product Requirements	07/16/25	
01 73 00	Execution	07/16/25	
01 73 10	Florida Trench Safety Act	07/16/25	
01 77 00	Closeout Procedures	07/16/25	
01 78 23	Operation and Maintenance Data	07/16/25	
01 78 39	Project Record Documents	07/16/25	
01 79 00	Demonstration and Training	07/16/25	
02 40 00	Demolition	07/16/25	
03 05 16	Underslab Vapor Barrier	07/16/25	
03 10 00	Concrete Forming and Accessories	07/16/25	
03 15 13	Waterstops	07/16/25	
03 15 21	Termite Barrier	07/16/25	
03 20 00	Concrete Reinforcing	07/16/25	
03 30 00	Cast-in-Place Concrete	07/16/25	
03 35 11	Concrete Floor Finishes	07/16/25	
04 05 11	Masonry Mortaring and Grouting	07/16/25	
04 20 00	Unit Masonry	07/16/25	
05 12 00	Structural Steel Framing	07/16/25	
05 31 00	Steel Decking	07/16/25	
05 40 00	Cold Formed Metal Framing	07/16/25	
05 44 00	Cold Formed Metal Trusses	07/16/25	
05 50 00	Metal Fabrications	07/16/25	
05 51 00	Metal Stairs	07/16/25	
05 53 05	Metal Grating and Floor Plates	07/16/25	
05 73 00	Decorative Metal Railings	07/16/25	
06 06 60	Structural Steel Framing	07/16/25	
06 10 00	Steel Decking	07/16/25	
06 10 53	Miscellaneous Rough Carpentry	07/16/25	
06 16 00	Sheathing	07/16/25	
06 20 00	Finish Carpentry	07/16/25	
06 40 00	Architectural Woodwork	07/16/25	
06 61 16	Solid Polymer Fabrications	07/16/25	
07 05 53	Fire and Smoke Assembly Identification	07/16/25	
07 13 00	Sheet Waterproofing	07/16/25	
07 13 26	Self Adhering Sheet Waterproofing	07/16/25	
07 14 00	Fluid Applied Waterproofing	07/16/25	
07 14 16	Cold Fluid Applied Waterproofing	07/16/25	
07 18 00	Traffic Coatings	07/16/25	
07 21 00	Thermal Insulations	07/16/25	

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07 26 00	Vapor Retarders	07/16/25	
07 27 00	Air Barriers	07/16/25	
07 27 26	Fluid Applied Membrane Air Barriers	07/16/25	
07 41 13	Metal Roof Panels	07/16/25	
07 46 46	Fiber Cement Siding	07/16/25	
07 62 00	Sheet Metal Flashing and Trim	07/16/25	
07 71 00	Roof Specialties	07/16/25	
07 71 23	Manufactured Gutters and Downspouts	07/16/25	
07 84 00	Firestopping	07/16/25	
07 92 00	Joint Sealants	07/16/25	
08 06 71	Door Hardware Schedule	07/16/25	
08 11 13	Hollow Metal Doors and Frames	07/16/25	
08 31 00	Access Doors and Panels	07/16/25	
08 33 13	Coiling Doors and Countertops	07/16/25	
08 42 29.43	Impact Rated Sliding Automatic Entrances	07/16/25	
08 43 13	Aluminum Framed Storefronts	07/16/25	
08 71 00	Door Hardware	07/16/25	
08 80 00	Glazing	07/16/25	
08 87 00	Window Films	07/16/25	
08 88 13	Fire-Rated Glazing	07/16/25	
08 91 00	Louvers	07/16/25	
09 21 16	Gypsum Board Assemblies	07/16/25	
09 22 36	Lath	07/16/25	
09 24 00	Cement Plastering	07/16/25	
09 30 00	Tiling	07/16/25	
09 30 13	Ceramic Tiling	07/16/25	
09 51 00	Acoustical Ceilings	07/16/25	
09 51 23	Acoustical Tile Ceilings	07/16/25	
09 65 00	Resilient Flooring	07/16/25	
09 65 13	Resilient Base and Accessories	07/16/25	
09 65 19	Resilient Tile Flooring	07/16/25	
09 68 13	Tile Carpeting	07/16/25	
09 91 10	Paints and Coatings	07/16/25	
09 91 13	Exterior Painting	07/16/25	
09 91 23	Interior Painting	07/16/25	
10 00 00	Miscellaneous Specialties	07/16/25	08/27/25
10 11 00	Visual Display Units	07/16/25	
10 21 13.19	Plastic Toilet Compartments	07/16/25	
10 22 39	Folding Panel Partitions	07/16/25	
10 26 00	Wall Protection Systems	07/16/25	
10 28 00	Toilet Bath and Laundry Accessories	07/16/25	
10 44 00	Fire Protection Specialties	07/16/25	
10 51 13	Lockers	07/16/25	
10 71 13.13	Exterior Shutters	07/16/25	
11 68 00	Playfield Equipment and Structures	07/16/25	
12 36 00	Countertops	07/16/25	
13 11 00	SPLASH PAD	07/16/25	
22 05 00	Common Work Results for Plumbing	07/16/25	
22 05 13	Common Motor Requirements for Plumbing	07/16/25	
22 05 23	General-Duty Valves for Plumbing Piping	07/16/25	
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	07/16/25	
22 05 53	Identification for Plumbing Piping and Equipment	07/16/25	
22 05 93	Testing, Adjusting, and Balancing for Plumbing	07/16/25	
22 07 16	Plumbing Equipment Insulation	07/16/25	
22 07 19	Plumbing Piping Insulation	07/16/25	
22 11 16	Domestic Water Piping	07/16/25	
22 11 19	Domestic Water Piping Specialties	07/16/25	
22 11 23	Domestic-Water Pumps	07/16/25	
22 13 16	Sanitary Waste and Vent Piping	07/16/25	

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22 13 19	Sanitary Waste Piping Specialties	07/16/25	
22 14 13	Storm Drainage Piping	07/16/25	
22 14 23	Storm Drainage Piping Specialties	07/16/25	
22 33 00	Electric, Domestic-Water Heaters	07/16/25	
22 40 00	Plumbing fixtures	07/16/25	
22 47 00	Drinking Fountains and Water Coolers	07/16/25	
23 05 00	Common Work Results for HVAC	07/16/25	
23 05 29	Hangers and Supports for HVAC Piping and Equipment	07/16/25	
23 05 46	Coatings for HVAC	07/16/25	
23 05 53	Identification for HVAC Piping and Equipment	07/16/25	
23 05 93	Testing, Adjusting, and Balancing for HVAC	07/16/25	
23 07 13	Duct Insulation	07/16/25	
23 07 19	HVAC Piping Insulation	07/16/25	
23 09 23	Direct Digital Control (DDC) System for HVAC	07/16/25	
23 11 23	Facility Natural-Gas Piping	07/16/25	
23 23 00	Refrigerant Piping	07/16/25	
23 31 13	Metal Ducts	07/16/25	
23 33 00	Air Duct Accessories	07/16/25	
23 34 00	HVAC Fans	07/16/25	
23 36 00	Air Terminal Units	07/16/25	
23 37 00	Air Outlets and Inlets	07/16/25	
23 37 13.13	Air Diffusers	07/16/25	
23 37 13.23	Registers and Grilles	07/16/25	
23 63 13	Cooled Refrigerant Condensers	07/16/25	
23 73 13.16	Custom Air Handling Units	07/16/25	
23 81 26	System Air Conditioners	07/16/25	
26 01 00	Common Work Results for Electrical	07/16/25	
26 01 26	Testing of Electrical Systems	07/16/25	
26 05 13	Medium-Voltage Cables	07/16/25	
26 05 19	Low-Voltage Electrical Power Conductors and Cables	07/16/25	
26 05 26	Grounding and Bonding for Electrical Systems	07/16/25	
26 05 33	Raceways and Boxes for Electrical Systems	07/16/25	
26 05 43	Underground Ducts and Raceways for Electrical Systems	07/16/25	
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	07/16/25	
26 05 45	Handholes	07/16/25	
26 05 53	Identification for Electrical Systems	07/16/25	
26 05 73	Electrical System Studies	07/16/25	
26 09 23	Lighting Control Devices	07/16/25	
26 12 00	Medium-Voltage Transformers	07/16/25	
26 22 00	Low-Voltage Transformers	07/16/25	
26 24 13	Switchboards	07/16/25	
26 24 16	Panelboards	07/16/25	
26 24 17	Mini Power Center	07/16/25	
26 27 26	Wiring Devices	07/16/25	
26 28 16	Enclosed Switches and Circuit Breakers	07/16/25	
26 51 00	Interior Lighting	07/16/25	
26 56 00	Exterior Lighting	07/16/25	
26 56 68	Exterior Athletic Lighting	07/16/25	
26 56 01	Sports Field Lighting	07/16/25	
31 11 00	Clearing, Grubbing and Stripping	07/16/25	
31 20 00	Earthwork	07/16/25	
31 22 01	Field Grading	07/16/25	
31 22 13	Rough Grading	07/16/25	
31 22 19	Fine Grading	07/16/25	
31 23 19	Dewatering	07/16/25	
32 11 13	Stabilized Subgrade	07/16/25	
32 11 26	Pavement Base	07/16/25	
32 12 16	Asphaltic Concrete Pavement	07/16/25	
32 12 17	Asphalt Multipurpose Courts	07/16/25	

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32 13 13	Cement Concrete Pavement	07/16/25	
32 15 01	Sand Volleyball Courts	07/16/25	
32 18 00	Infield Surfacing	07/16/25	
32 18 16	Multipurpose Court Surface	07/16/25	
32 31 13	Chain Link Fences and Gates	07/16/25	
32 92 20	Natural Turf Playing Field System – Project Requirements	07/16/25	
32 92 21	Natural Turf Playing Field System – Subsurface Drainage System	07/16/25	
32 92 22	Natural Turf Playing Field System – Athletic Field Sod	07/16/25	
32 92 23	Natural Turf Playing Field System – Rootzone Amendment	07/16/25	
33 20 00	Potable Water Systems and Pressure Wastewater Lines	07/16/25	
33 30 00	Sanitary Sewerage	07/16/25	
33 32 00	Submersible Wastewater Pumping Station	07/16/25	
33 41 00	Storm Drainage System	07/16/25	

Doc Type:	Geotech Report
By:	GSE Engineering & Consulting, Inc.
Titled:	Summary Report of a Geotechnical Site Exploration - Revision 2, St. Johns County Parks - Northwest Community Park St. Johns County, FL, GSE Project No. 16297
Dated:	February 2024

Section 2
Assumptions & Clarifications



Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park GMP

Section 2
Assumptions & Clarifications

These assumptions and clarifications are included to provide clarity on what scope is encompassed in the Guaranteed Maximum Price.

General

1. All Permitting fees are by Owner.
2. Architectural/Engineering Design Fees are by Owner.
3. We have included a performance and payment bond, and insurances.
4. The Builder's Risk premium carried in the GMP is an allowance based on preliminary rate guidance and typical project characteristics. This allowance is subject to change as the project design develops and based on final policy terms, project location, construction duration, timing of procurement, and prevailing insurance market conditions at the time of issuance. A final premium will be determined upon procurement of the policy, typically within 30 days of Notice to Proceed (NTP). Any adjustments to the actual premium cost at that time may result in a change order.
5. Project milestone dates include mobilization on October 21, 2025, and substantial completion on May 17, 2027.
6. Should construction be delayed due to no fault of the Construction Manager, General Conditions and CM Services shall be added to the contract value at actual cost, plus markup, as defined in the Agreement.
7. The GMP includes sales tax at a rate of 6% + required surtax. Sales tax will be recognized and returned to the County via OCO once the ODP PO is issued to the vendor.
8. Additional costs due to tariffs are excluded.
9. Costs for "Buy American" and Davis Bacon / Prevailing wage are NOT included in our pricing.
10. Testing is excluded for all specifications which indicate testing by owner or owner engaged party.
11. Application and payment for permanent utility services (electric, water, sewer, communications, etc.) with any authority having jurisdiction is excluded, as it is assumed to be by Owner.
12. Accommodation for gas services is excluded.
13. LEED and sustainability requirements are excluded.
14. Request change for architect submittal review period (013300-1.5C) to 14 calendar days of receipt, including sequential review for sub-tier consultants.
15. All documentation shall be electronic, unless specifically required by AHJ or other governing authority.
16. Staff rates to be included at a fixed rate as indicated in attached GC summary. Staff, General Conditions and General Requirements are included through substantial completion of entire project scope to align with attached project schedule. In the event that Wharton-Smith is to self-perform any work, the following rates shall apply:
 - Foreman: \$70.00/HR
 - Crew Member: \$50.00/HR
17. Commissioning is excluded and is anticipated to be provided by Owner or Owner engaged party.
18. Escalation contingency has been removed from the GMP per Owner request.
19. No overtime or after-hours work is included.

Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
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Northwest Community Park GMP

Site

20. Existing buried or concealed (i.e. unknown) conditions are excluded.
21. Handling of hazardous materials is excluded.
22. The Geotech Report dated February 2024 indicates a potential for the need to remove unsuitable soils. The exact amount of organic matter cannot be determined, as it is concealed underground with the true extent yet unknown. The rate for excavation, export, import clean fill, and place/compaction of imported fill, if necessary, is \$30.36/CY.
23. Any concrete not specifically shown or indicated on the contract documents is priced as 3,000 PSI, with no reinforcing, special admixtures, dyes, or other characteristics.
24. Wharton-Smith is carrying numbers for bidders that are not the lowest bid. This is due to either an incomplete bid by the lowest bidder, a bid that does not meet the specifications and the bid requires additional scrutiny, or per Owner directive. In these situations, should the lowest bidder be determined acceptable, Wharton-Smith will return the savings to the County's Contingency.
25. The GMP includes an allowance of \$8,500 to furnish and install a flagpole as there is no specification or basis of design in the contract documents.
26. All Site Furnishing items, with the exception of the drinking fountains noted below, listed as Owner Furnished/Owner Installed in the Procurement Matrix are excluded.
27. The GMP excludes General Note 4/E601 and all work denoted as "by utility" as well as any associated utility charges for transformers, power poles, utility demolition activities, etc..
28. The pond fountains are based on a 3HP pump and 4 section roto-cast molded polyethylene float assembly with 3-tiered castle jet fountain display and associated lighting and controller.
29. Site drinking fountains are Owner Furnished, Contractor Installed per Owner request (V.M. No. 09).
30. Water and sewer tap, capacity, impact and connection fees are not included.
31. Connection of roof drains to the storm system is excluded from the scope, as these connections are not shown on the drainage plans. Roof drainage systems with gutter, downspouts and splash blocks are included.
32. Branch circuitry to the splash pad and equipment is included.
33. Site data rough-in, raceway only, is included. Cabling is excluded.
34. Medium voltage transformers are excluded and are to be provided by the utility company provider.
35. Low voltage transformers are included.
36. Primary electrical conduit installation—consisting of one (1) 5" PVC Schedule 40 conduit—from the power pole to the community building is included. Conductors are provided by the utility company provider.
37. Single point power connection for irrigation is included.
38. Inclusion of 100 linear feet (LF) of utility power secondary raceway is provided, originating from an undefined utility transformer location, as the current FPL design has not been provided or determined. Final utility plan not received yet should dictate if more raceway is needed.
39. Sports lighting by MUSCO includes eight (8) each of the SLP60 and fourteen (14) of the SLP80 site lights. Total quantity of 22 poles (Six SLP60 light poles deleted per Owner Request V.M. No. 06).
40. Precast pole bases for site electrical light poles are included.
41. Boring for underground electrical installations beneath roads, pathways, and similar surfaces is excluded from the scope.

Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park GMP

Buildings

42. Operable partition and associated allowance for support steel is excluded. Scope deleted per Owner request (V.M. No. 03).
43. Typical caulking is included at joint sealants in lieu of spray-applied sealants.
44. 5/8" FRT CDX plywood decking on the light-gage metal trusses is included per pre-bid RFI Response.
45. A standard 10-mil vapor barrier is provided and included beneath the building slabs, in alignment with county requirements and previous design standards.
Fluid-applied waterproofing, as added in Addendum No. 1 and referenced in the architectural wall sections, is excluded from the scope. The vapor barrier selection ensures adequate moisture protection for slab-on-grade construction while maintaining consistency with local building practices. The exclusion of fluid-applied waterproofing reflects a scope adjustment based on constructability and cost considerations, and it is not required for compliance with the originally approved design intent.
46. Impact rated assemblies for aluminum framed storefronts and windows is not included per Owner request (V.M. No. 16).
47. PVC corbels are excluded. Corbels are included as EPS (expanded polystyrene) foam brackets fastened with adhesive and finished with a hard coat system. This approach mirrors the method used at the Sportsplex project and offers a lightweight, cost-effective alternative that maintains the desired architectural appearance.
48. Synthetic stucco is excluded from the scope. While it is referenced in the specifications, it is not detailed on the architectural plans or details. The GMP includes 3-part stucco direct applied to CMU; and over steel lath at exterior sheathing.
49. We have included Optima #3150 2x2 square edge tile in a 15/16" grid at conditioned spaces, and Kitchen Zone #671 2x2 tile in a 15/16" grid in wet areas. This was done to reconcile discrepancies between the specifications and the finish schedule. The chosen products meet performance requirements for their respective environments, ensuring compliance with design intent.
50. Sacrificial Anit-Graffiti Coating is excluded. While it is referenced in the specifications, it is not detailed or indicated on the architectural plans or details.
51. Signage (including monument sign) is excluded, as the design is undefined.
52. The GMP includes installation of (2) Owner furnished Hoshizaki Crescent Cuber Icemakers; (1) Owner furnished refrigerator and (1) Owner furnished microwave in the Kitchenette (B117) of the B100 Community Center Building; and (1) Owner furnished refrigerator in Bldg. A200 Concessions.
53. All appliances other than those specifically listed above are assumed as Owner Furnished/Owner Installed, as there are no specifications provided.
54. All site furnishings (benches, picnic tables, litter receptacles, bike racks, etc.) are not included; they are Owner Furnished/Owner Installed as shown on the procurement matrix that was provided.
55. The GMP includes supply and installation of wood shelving and millwork/cabinetry. Note: metal shelving is by Owner per A-230 and A-231.
56. Painting of plumbing piping is not included, as it is not in alignment with county requirements and previous design standards.
57. Gas piping is not included.
58. Refrigerant piping is included as copper only.
59. Mechanical louvers are included. Custom colors are not included.
60. Duct cleaning of new duct work is not included.

Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
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Northwest Community Park GMP

61. All electrical utility fees are excluded.
62. Transient voltage surge protection, limited to distribution switchgear, is included.
63. Lightning Detection is excluded, as the design is undefined.
64. Power to batting cages is not indicated on the plans and is excluded.
65. OH roll up doors are included as chain hoist.
66. Grounding system for the buildings is included. However, ground rings, sports lighting grounding, and fence grounding are not included.
67. Empty raceway with pull strings for doors where access control is indicated is included.
68. Audio/PA Systems are excluded, as nothing is indicated in the project documents.
69. Information technology scope is excluded, with exception of rough-in, conduit and back boxes only where indicated on the contract documents. All raceways are limited to 5 feet outside of the building, unless noted otherwise.
70. Fire sprinkler and fire alarm systems are excluded from the scope, as they are not shown on the current architectural or engineering plans.
71. Area of Rescue Assistance Electrical system is excluded.
72. Emergency Responders Radio System (ERRS) is excluded. Carried with owner.
73. Schedule included with GMP is based on issuance of NTP on October 20th with a October 21st mobilization date. Due to permitting and GMP negotiations, these dates are not attainable. Mobilization and substantial completion dates associated with this GMP to be negotiated once NTP and permits, allowing work to begin, are issued.
74. The Value Management options below have been accepted by the Owner and have been incorporated into the GMP (these values represent direct cost savings; indirect cost savings are included in Section 09 Estimate Summary – Schedule of Values). **All value management estimates are subject to change pending A/E redesign of the project documents and approval of submittals.**
 - V.M. #1 Provide Pac-Clad Metal Roof ILO Garland: Deduct \$154,788
 - V.M. #2 Replace automatic sliding glass doors (two pair) at Community Center with standard aluminum storefront doors: Deduct \$18,270
 - V.M. #3 Remove operatable partition in Community Center: Deduct \$44,590
 - V.M. #4 Remove "Global Motion" at playground area: Deduct \$101,215
 - V.M. #5 Portable pitching mounds to be OF/OI: Deduct \$131,625
 - V.M. #6 Delete volleyball courts: Deduct \$259,319
 - V.M. #8 Provide alternate bleacher design ILO specified GT Grandstands: Deduct \$18,604
 - V.M. #9 Provide alternate drinking fountains as OF/CI: Deduct \$30,300
 - V.M. #10 Provide CPVC domestic water piping ILO copper: Deduct \$16,160
 - V.M. #11 Provide similar lighting package ILO of designed lighting package: Deduct \$32,633
 - V.M. #15 Provide perimeter drainage ILO root zone mix at the ball fields: Deduct \$25,744
 - V.M. #16 Delete impact rating at exterior glass (to be confirmed by engineer): Deduct \$20,300
 - V.M. #17 Replace decorative aluminum handrail panels with picket rails: Deduct \$4,037
 - V.M. #18 Delete concrete encased duct banks for power and telecommunications (Note 2/E-014): Deduct \$53,641
 - V.M. #19 Provide alternate pond fountain manufacturer (Aries 300) ILO of specified (Hall): Deduct \$18,011

Section 3
Estimate Details

- a. Direct Costs
- b. General Conditions
- c. General Requirements



Wharton-Smith, Inc.
CONSTRUCTION GROUP

96-24-008.2

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
1	030000	Cast in place concrete									
2											
3											
4					BNG	VMG	Leo's	Vvid	Late		
5					2,179,161	850,205	1,266,073	674,800	658,000	SCO	
6		Building Concrete	0	210,702							
7		Foundations	0								
8		F3.0 (3-0x3-0x1-0 w/3 #5 e.w. per S-601)	2,760		x	x	x	x	x		
9		F40 (4-0x4-0x1-4 w/4 #5 e.w.)	6,210		x	x	x	x	x		
10		WF20 (Cont. x 2-0 x 1-0 w/2 #5 per S601)	69,230		x	x	x	x	x		
11		WF30 (Cont. x 3-0 x 1-0 w/2 #5 per S-601)	16,911		x	x	x	x	x		
12		WF40 (Cont. x 4-0 x 1-0 w/4 #5 Per S-601)	3,680		x	x	x	x	x		
13		WF7.0 (Cont. x 7-0 x 1-2 w/7 #6, #6 @ 24" t & b) at retaining wall	0	See Div. 31 Site							
14		Pier P18 (1-6x1-6x1-0 w/4 #5, #3 @ 12")	6,325		x	x	x	x	x		
15			0								
16		Slab	0								
17		4" SOG (w/6x6-W2.1x2.1 WWF on 10 mil VB)	83,562		x	x	x	x	x		
18		Thickened slab (Cont. x 2-0 x 0-8 w/2 #5 per 6/S-320)	3,990		x	x	x	x	x		
19		2nd Floor Slab (3" Lightweight Conc. on 2" x 20GA metal deck w/WWF1.4)	10,534		x	x	x	x	x		
20			0								
21		Misc	0								
22		Housekeeping pads	7,500		7,500	x	x				
23		Transformer pads	4,500		4,500	4,500	4,500	4,500	4,500		
24			0								
25		Site Concrete	0	391,694							
26		4" 3000 psi Sidewalks (Includes dugouts, bike rack, trash cans, etc.)	372,944	Remaining sidewalks (45,655 SF) by site sub; Delete concrete pad per volleyball court removal VE #6; Deduct included on Summary Line 37	x	x	x	68,744	x		
27		Curb Ramp with Detectable Warning (various sizes)	8,400		x	x	x	x	x		
28		Concrete curb at Playground perimeter (No info - assume 12" x 8")	5,100	Deleted 25 LF per Playground item "Global Motion" removal V.M. #4; Deduct included on Summary Line 37	5,100	5,100	5,100	5,100	5,100		
29		Set flag pole	750		750	750	750	750	750		
30		Set steel bollards	4,500		4,500	4,500	4,500	4,500	4,500		
31		Dumpster Pad	0	See Div. 31 Site							
32		Batting Cages Slab	0	See Div. 31 Site							
33		Retaining Wall ~6' (No Detail)	0	See Div. 31 Site							
34			0								
35		Scope Adjustments	0								
36		Revise quantities	0				-260,796				
37		Reduced sidewalks quantity; corrected math error?	0		-1,583,044						
38		Revise scope/quantities per scope review	0		113,553						
39			0								
40		Bond	12,138		8,491	12,976	25,503	18,960	13,457		
41		Adjustment from WSI estimate to subcontractor	121,478		740,511	878,031	1,045,630	777,354	686,307		
42					0.0116	0.015	0.025	0.025	0.02		
43					BNG	VMG	Leo's	Vvid	SCO		
44											
45		Subtotal - Cast in place concrete	740,511								
46	040000	Masonry									
47											
48					Pyramid	Combo only	Combo only			Incomplete/Late	Incomplete/Late
49					440,800	VMG	Leo's	Vvid	Ron Kendall	SCO	Stonewall
50		Building Masonry	0	405,882		591,494	337,099	340,200	443,913	270,000	304,429
51		Ext. CMU (8") Bldg. B100	316,725		x	x	x		x		
52		Ext. CMU (8") Mechanical Enclosure Bldg. B100	6,250		x	x	x		x		
53		Int. CMU (4") to 8'-0"	15,456		x	x	x		x		
54		Int. CMU (8") to 8'-0"	5,000		x	x	x		x		
55		Int. CMU (8") to 9'-8"	4,110		x	x	x		x		
56		Int. CMU (8") to 10'-0"	43,000		x	x	x		x		
57		Int. CMU (8") to 13'-4"	15,341		x	x	x		x		
58			0								
59		Site Masonry	0	46,133							
60		Dumpster enclosure (8' high per A625)	9,340		x	x	x		x		
61			0								
62		Scope Adjustments	0								
63		Add steel angle at top of wall	0		5,000	5,000	5,000	5,000	5,000		
64		Add dumpster enclosure	0								
65			0								
66			0								
67		Bond	8,304		6,214	8,947	8,552	8,630	8,978		
68		Adjustment from WSI estimate to subcontractor	28,488		452,014	605,441	350,651	353,830	457,891		
69					0.01394	0.015	0.025	0.025	0.02		
70					Pyramid	VMG	Leo's	Vvid	Ron Kendall		
71					1,192,526	1,483,472	1,396,282	1,131,184	1,198,403		
72		Subtotal - Masonry	452,014								
73	050000	Structural Steel									
74					Late bid		Late bid				
75					ISI	Allstate	Atlantic Steel	Fabco			
76					220,650	274,000	343,000	No bid			
77		Structural Steel	0	126,933							
78		Columns	0								
79		C1 (HSS4x4x3/8x10')	13,471		x	x	x				
80		C2 (HSS6x6x3/8x14')	9,233		x	x	x				
81			0								
82		Beams	0								
83		HSS12x6x3/8	3,081		x	x	x				
84		W8x10	300		x	x	x				

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
85		W8x18	2,892		x	x	x				
86		W10x22	20,460		x	x	x				
87		W12x16	10,752		x	x	x				
88		W14x68	12,672		x	x	x				
89		W18x46	26,496		x	x	x				
90			0								
91		Misc.	0								
92		L3x3x1/4 at canopy (per 4/5410)	15,964		x	x	x				
93		2" x 20GA metal deck	6,412		x	x	x				
94		Embeds/Clips	0	Included above	x	x	x				
95		6" Steel bollard (@ dumpster, Library Bldg.)	5,200		x	2,800	5,200				
96			0								
97		Miscellaneous Metals	0	100,000							
98		Metal Pan Stairs w/handrail	40,000			x	25,000				
99		Decorative 42" Guardrail	48,000	Replace decorative aluminum handrail panels with picket rails per V.M. #17; Deduct included on Summary Line 37	45,700	x					
100			0								
101		Scope Adjustments	0								
102		Operable partition track/supports (No info)	12,000	Deleted per Operable Partition removal V.M. #3; Deduct included on Summary Line 37	12,000	12,000	12,000				
103			0								
104			0								
105		Bond	4,539		5,567	2,657	7,704				
106		Adjustment from WSI estimate to subcontractor	52,445		283,917	291,457	392,904				
107					0.02	0.0092	0.02				
108					ISI	Allstate	Atlantic Steel				
109											
110		Subtotal - Structural Steel	283,917								
109	053000	Light Gauge Metal Trusses						Truss mat. only	No bond rate	Material Only	
110					United Structures	Steel Construct Systems	Southeast Erectors	Jax Truss	SCD	CF-Steel	
111					340,657	248,672	352,844	150,266	278,000	135,883	
112					x	x	x			x	
113		Light gage metal trusses (Material)	138,040		x	x	x			Not Included	
114		Install LG Metal Trusses	110,432		x	x	x			Not Included	
115		5/8" FRT CDX Plywood decking over LG Metal Trusses (Material and installation)	96,628		x	96,628	x			Not Included	
116		Sales tax	0	Included above	x		x				
117			0								
118			0								
119		Sub Bonding	6,902		10,220	6,043	14,114	3,757			
120		Adjustment from WSI estimate to subcontractor	(1,125)		350,877	351,343	366,958	154,023			
121					0.03	0.0175	0.04	0.025			
122					United Structures	Steel Construct Systems	Southeast Erectors	Jax Truss			
123											
124		Total - Light Gauge Metal Trusses	350,877								
127	060000	Structural Wood (N/A)									
128											
129											
130											
131											
132											
133		Subtotal - Structural Wood (N/A)	0								
134	071000	Dampproofing, Waterproofing & Sealants									
135											
136					CFW	ABG Caulking					
137					182,287	321,500					
138		Waterproofing	0								
139		Cold fluid applied waterproofing	24,430		x	x					
140		Traffic coating at roof deck	5,600		x	x					
141		Air barrier at walls	82,247		x	x					
142			0								
143		Sealants	0								
144		Bldg. walls/slabs, doors, windows, louvers	73,290		x	x					
145		Exterior sidewalk exp. joints	5,000		5,000	x					
146			0								
147		Scope Adjustments	0								
148		Add backer rod/caulk at top of CMU walls	0		2,500						
149		Add caulk/flashing at fiber cement siding	0		10,000						
150			0								
151			0								
152		Bond	3,811		3,996	6,430					
153		Adjustment from WSI estimate to subcontractor	9,404		203,783	327,930					
154					0.02	0.02					
155					CFW	ABG Caulking					
156											
157		Subtotal - Dampproofing, Waterproofing & Sealants	203,783								
158	072100	Thermal and Moisture Protection									
159											
160					Tailored Foam	Southern Foam					
161					10,377	10,425					
162		CMU Insulation	0								
163		Core-Fill 500 CMU Walls with Insulation - R-14.2	3,801		x	x					
164		Ceiling Insulation between Trusses per 11/A-721	30,524		34,932	34,932					
165			0								
166			0								
167		Bond	0		-	-					
168		Adjustment from WSI estimate to subcontractor	10,984		45,309	45,357					

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
169											
170					Tailored Foam	Southern Foam					
171											
172		Subtotal - Thermal and Moisture Protection	45,309								
173	074000	Siding/Stucco									
174							Incomplete	Incomplete			
175					Bradleigh Applications	EFP Finish Plastering	All Pro Orlando	Express Stucco			
176					272,290	284,614	132,832	194,137			
177		Fiber Cement Siding	0								
178		Exterior Siding - "V" grooved	90,534		x	x					
179			0								
180		Stucco Walls	0								
181		Foam Corbeling	27,900		x	x					
182		Stucco on CMU Walls	87,318		x	x					
183		Stucco bands	3,791		x	x					
184			0								
185			0								
186		Bond	4,191		6,807	14,231					
187		Adjustment from WSI estimate to subcontractor	65,364		279,097	298,845					
188					0.025	0.05					
189					Bradleigh Applications	EFP Finish Plastering					
190											
191		Subtotal - Siding/Stucco	279,097								
192	075000	Roofing									
193											
194					P&A Roofing	Register Roofing	Eskola (dba BBG)				
195					350,500	711,440	1,171,750				
196		Metal Roofing	0	461,568							
197		Standing Seam Metal Roof w/ Underlayment, R-25 Polyiso Insul Bd, Sheathing	381,550		x	x	x				
198		24 gauge, Kynar finish - standard color	0	Included above	x	x	x				
199		Flashing, Trim, Fasteners, Sealants, Continuous Clips	0	Included above	x	x	x				
200		Underlayment; 40 mils, self-adhesive, modified Bitumen.	0	Included above	x	x	x				
201		Rigid Polyiso R-25	0	Included above	x	x	x				
202		Finish (20-yr) Warranty	0	Included above	x	x	x				
203		Weathertightness (20-yr) Warranty	0	Included above	x	x	x				
204		Alum. Vented Soffit Panels	57,494		x	67,184	x				
205		Downspout & Splash Block	7,000		x	x	x				
206		Gutters	15,524		x	x	x				
207			0								
208		Scope Adjustments	0								
209		Provide specified manufacturer (Garland)	0	Delete Garland/Add Pac-Clad per V.M. #1; Deduct included on Summary Line 37	312,000						
210			0								
211											
212		Bond	9,231		9,938	12,458	17,576				
213		Adjustment from WSI estimate to subcontractor	201,639		672,438	791,082	1,189,326				
214					0.015	0.016	0.015				
215					P&A Roofing	Register Roofing	Eskola (dba BBG)				
216											
217		Subtotal - Roofing	672,438								
218	081000	Doors, Frames & Hardware									
219											
220					Unified	Pinnacle					
221					126,271	157,034					
222		Doors & Frames	0								
223		3'0"x7'0" HM Doors F, G, FG, EG, PG, FF, GG, NL (some temp, wood, HM, plastic film, 20 min)	67,500		x	x					
224			0								
225		FR-1 HM Frames	17,200		x	x					
226			0								
227		FR-1 HM Frames - double	500		x	x					
228		Bituminous coating at the exterior HM frames	0	Included above	x	1,000					
229			0								
230		Hardware	38,250		x	x					
231			0		John Robinson						
232		Install - single door	10,750		11,250	11,250					
233			0								
234		Install - double door	500		x	x					
235			0								
236		Access door at	500		x	x					
237			0								
238		Scope Adjustments	0								
239		Add bituminous coating at the exterior HM frames	0			2,500					
240		Add access door (18"x88" x 2ea. per A-110 and A-130)	0		3,000	3,000					
241			0								
242			0								
243		Bond	2,704		4,216	1,748					
244		Adjustment from WSI estimate to subcontractor	6,833		144,737	176,532					
245					0.03	0.01					
246					Unified	Pinnacle					
247											
248		Subtotal - Doors, Frames & Hardware	144,737								
249	083323	Overhead Doors									
250											
251					American	Overhead of Daytona					
252					14,180	14,990					
253		Overhead Doors (Manual) / Storefront and SGD's	0								

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
254		10' - 0" x 4' - 0" OD Insulated @ Concessions (A100)	15,000		x	x					
255			0								
256			0								
257		Bond	300			284	525				
258		Adjustment from WSI estimate to subcontractor	(836)		14,464	15,515					
259					0.02	0.035					
260					American	Overhead of Daytona					
261											
262		Subtotal - Overhead Doors	14,464								
263	085000	Windows									
264											
265					Pitts Glass	Incomplete					
266					150,000	Diamond Architectural					
267						168,000					
		Aluminum Windows (Impact Rated, Double Paned Insulated)	0	Delete impact rating at exterior windows (to be confirmed by engineer) per V.M. #16; Deduct included on Summary Line 37							
268		Window 'AA' 3'0"x5'4" SH 1/1	57,564		x	x					
269		Window 'BB' - 16'0"x5'4" SH 1/1 (5 windows mulled together)	17,056		x	x					
270		Window 'CC' - 12'0"x5'4" SH 1/1 (4 windows mulled together)	12,792		x	x					
271		Window 'DD' 3'0"x4'0" SH 1/1	2,400		x	x					
272		Window 'EE' 3'8" X 3'4" HS 1 lite	2,452		x	x					
273		Window 'FF' 5'0"x4'0" HS (horizontal slider) 1 lite	28,000		x	x					
274		Window 'HH' 3'0"x4'0" PW 1 lite	2,400		x	x					
275		Ext. storefront door 10'0"x7'6" Alum w/Transom / B100A & B101A "SD"	30,000		x	x					
276		Ext. storefront door 6'0"x7'0"Alum Temp "GG"	15,000		x	x					
277		Ext. storefront door 3'0"x7'0" Alum Temp "EG"	5,000		x	x					
278			0								
279		Scope Adjustments	0								
280		Add automatic sliding glass doors - 2 PR (Ext. doors to be impact rated)	0	Delete sliders/Add standard doors w/openers per V.M. #2; Deduct included on Summary Line 37	60,000	60,000					
281		Mirrored Glazing	600		600						
282			0								
283											
284		Bond	3,465			3,159	4,560				
285		Adjustment from WSI estimate to subcontractor	37,030		213,759	232,560					
286					0.015	0.02					
287					Pitts Glass	Diamond Architectural					
288											
289		Subtotal - Windows	213,759								
290	092000	Drywall & Acoustical Ceilings									
291											
292											
293											
294		Drywall	0								
295	A3 B/S	Wall type A3 B/S	42,408		x	x					
296	1A3 B/S	Wall type 1A3 B/S	17,232		x	x					
297	1A6B	Wall type 1A6 B/S	10,056		x	x					
298	A6 B/S	Wall type A6 B/S	26,520		x	x					
299	A6	Wall type A6	9,480		x	x					
300	A3	Wall type A3	1,896		x	x					
301	E2	Wall type E2	1,210		x	x					
302	E2M	Wall type E2M	59,674		x	x					
303	E3M	Wall type E3M	1,670		x	x					
304	E3 M/S	Wall type E3 M/S	6,336		x	x					
305	1M	Wall type 1M	1,224		x	x					
306	1A 3B	Wall type 1A 3B	14,208		x	x					
307	1A 3B/S	Wall type 1A 3B/S	3,024		x	x					
308	A3D	Wall type A3D	2,424		x	x					
309	A3B	Wall type A3B	6,432		x	x					
310		Gypusm board ceilings	33,124		x	x					
311			0								
312			0								
313		Suspended Acoustical Ceilings	0								
314		2' x 2' ACT Ceilings	72,920		x	x					
315			0								
316			0								
317		Bond	4,738			6,323	17,570				
318		Adjustment from WSI estimate to subcontractor	143,405		457,981	603,228					
319					0.014	0.03					
320					AW Baylor	KirbyCo					
321											
322		Subtotal - Drywall & Acoustical Ceilings	457,981								
323	096000	Flooring									
324											
325											
326					Certified Finishes	Spectra	JJV Construction				
327		Flooring	0		94,575	92,125	294,604				
328		LVT-1 - Luxury Vinyl Tile	1,750		x	x	x				
329		Rubber Base	5,641		x	x	x				
330			0								
331	LVT-1	Luxry Vinyl Tile	13,533		x	x	x				
332	FT-1	Mosaic floor tile	1,784		x	x	x				
333	CPT-1	Carpet tile	11,807		x	x	x				
334	RF-1	Rubber sheet flooring	4,668		x	x	x				
335	WOM-1	Walk off mat	4,160		x	4,160	x				
336	RES-1	Reselient flooring	7,988		x	x	x				
337	CT-1	Ceramic tile	4,066		x	x	x				

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
338	CT-2	Ceramic tile	2,696		x	x	x				
339	CT-3	Porcelain	682		x	x	x				
340	CPT-2/CPT-3	Carpet tile	8,494		x	x	x				
341	CPT-3	Carpet tile	893		x	x	x				
342	Entry	Floor finish at entry	9,368		x	x	x				
343		0	0								
344		Base	0								
345	RB-1	Rubber base	3,007		x	x	x				
346	RB-2	Rubber base	1,512		x	x	x				
347	CT-2	Ceramic tile base	630		x	x	x				
348	WB-1	Rubber wall base	1,573		x	x	x				
349	WB-2	Rubber wall base	1,519		x	x	x				
350	TB-1	Tile base	603		x	x	x				
351		0	0								
352		Transition	0								
353	TS-1	Aluminum transition	1,500								
354	TS-2	Aluminum transition	1,000								
355	TS-3	Aluminum transition	500		500						
356		0	0								
357		0	0								
358		Bond	1,787			1,902					
359		Adjustment from WSI estimate to subcontractor	5,818		96,977	1,926					
360						98,211					
361					0.02	0.02	0.015				
362					Certified Finishes	Spectra	JJV Construction				
363		Subtotal - Flooring	96,977								
364	099000	Painting									
365											
366					Weston Coatings	Incomplete	Incomplete				
367					118,500	Quality Prod. Painting	Coastal Painting				
368		Painting	0			79,850	81,765				
369		Epoxy Flooring	4,500		x						
370		CONC-1 - Stained Concrete Floors	385		x						
371		CONC-2 - Sealed Concrete Floors	8,780		x						
372	SC-1	Sealed concrete floor	455		x						
373		Paint at interior walls	25,748		x						
374		Epoxy Paint Int. CMU Walls	12,000		Excluded Dumpster						
375		Paint Exposed Ceilings	4,499		x						
376	WC-1	Wall coverings	3,654		x						
377	HIW-1	High impact wall covering	2,240		x						
378		Paint at exterior walls	20,444		x						
379		Traffic Coating	15,000		x						
380		Wood door touchup at end of project	2,500	Allowance	2,500						
381		0	0								
382		Scope Adjustments	0								
383		Paint dumpster enclosure walls	0		960						
384		0	0								
385		0	0								
386		Bond	2,004			3,049					
387		Adjustment from WSI estimate to subcontractor	22,801		125,009						
388					0.025						
389					Weston Coatings						
390											
391		Subtotal - Painting	125,009								
392	102000	Specialties									
393											
394					Arch Building Specialties	McLeod General	Holman				
395					58,950	58,500	67,870				
396		Toilet Partitions	0	22,295							
397		ADA Toilet Partition	5,200		x	x	x				
398		Toilet Partition	14,560		x	x	x				
399		Urinal Partition	2,535		x	x	x				
400		0	0								
401		Toilet Accessories	0	48,241		28,300	9,999				
402		TA02 - Surface Mounted Paper Towel (Folded) Dispenser	5,525		5,525	x	5,525				
403		TA06/09 - Waste Receptacle	5,850		x	x	5,850				
404		TA08 - Assumed Hand Dryer	390		390	x	390				
405		TA10 - Coat Hook	780		x	x	x				
406		TA20 - Multi Roll Toilet Tissue Dispenser	10,140		10,140	x	10,140				
407		TA26 - Surface Mounted Toilet Seat-Cover Dispenser	3,413		x	x	x				
408		TA30 - Partition Mounted Sanitary Napkin Disposal Unit	2,763		x	x	2,763				
409		TA40 - 18" Grab Bar	1,170		x	x	x				
410		TA40 - 42" Grab Bar	124		x	x	x				
411		TA40 - 48" Grab Bar	3,088		x	x	x				
412		TA53 - Wall Mounted Liquid-Soap Dispenser	7,150		7,150	x	7,150				
413		TA60 - Surface Mounted Baby Changing Station	1,235		x	x	x				
414		TA70 - 18" x 36" Mirror	5,915		x	x	x				
415		TA81 - Utility Hook	0	Not shown on plans		x					
416		TA87 - Toddler Seat	700		700	x	x				
417		0	0								
418		Installation	9,500			x	8,914				
419		0	0								
420		Flag Pole	8,500	Allowance	8,500	8,500	8,500				
421		0	0								
422		Fire Extinguishers	0				1,751				
423		Fire Extinguisher Cabinets	1,000		1,000	x	x				

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
424		Fire Extinguishers	600		600	x	x				
425			0								
426		Misc. Items	0								
427		Thru-wall Book Returns (A-213/Room B113)	6,000		6,000	6,000	6,000				
428		Book carts (A-213/Room B113)	3,200		3,200	3,200	3,200				
429		Marker board	1,425		1,425	1,425	1,425				
430		Tack board	11,250		11,250	11,250	11,250				
431		Corner Guards	10,200		10,200	10,200	6,572				
432		Vinyl Wall Protection	1,690		1,690	1,690	1,690				
433			0								
434		Scope Adjustments	0								
435		Add adjustable SS hardware	0		2,500	2,500	2,500				
436			0								
437		RFI Acknowledgement	0		x	x	x				
438		WSI Acknowledgement	0		x	x	x				
439		Addendum 1	0		x	x	x				
440			0								
441			0								
442		Bond	2,478		4,264	2,631	3,230				
443		Adjustment from WSI estimate to subcontractor	7,105		133,484	134,196	164,718				
444					0.033	0.02	0.02				
445					Arch Building Specialties	McLeod General	Holman				
446											
447		Subtotal - Specialties	133,484								
448	105100	Metal Lockers									
449											
450					Southern Storage	Holman	Patterson Pope				
451					3,380	3,504	No bid				
452		Metal Lockers	0	3,900							
453		Metal Lockers in Staff Workroom B112	3,900		x	x					
454			0								
455		RFI Acknowledgement	0		x						
456		WSI Acknowledgement	0		x						
457		Addendum 1	0		x	x					
458			0								
459			0								
460		Bond	78		51	70					
461		Adjustment from WSI estimate to subcontractor	(547)		3,431	3,574					
462					0.015	0.02					
463					Southern Storage	Holman					
464											
465		Subtotal - Metal Lockers	3,431								
466	107300	Protective Covers				Installation?					
467					Specified	Alt. Manufacturer	Alt. Manufacturer	Alt. Manufacturer			
468					USA Shade	Shade Systems	360 Recreation	KorKat			
469					191,869	46,995	155,092	213,216			
470		Fabric Shade Structures	0	59,200							
471		12Wx24Lx10H Rectangular Shade Screens Over Bleachers (USA Shade 4-Post Hip)	59,200		x	x	x	x			
472		Installation	120,000		x	120,000					
473			0		Rep Services						
474			0		49,642						
475		Triangle Shade Sail by Polygon (Rep Services) (Roughly 265 SF)	30,000		x	x	30,000	30,000			
476		Installation	15,000		x	120,000					
477			0								
478		Bahama Shutters	0	36,179	White Sign Co.	White Sign Co.	White Sign Co.	White Sign Co.	Alt. Manufacturer		
479		3'-9" x 5'-0" Kynar Coated Alum. Pre-Manufactured Bahama Shutters	36,179	Dimensions & Qty changed from before	31,723	31,723	31,723	31,723	Sun Barrier	19,480	
480			0								
481		RFI Acknowledgement	0		x	x	x	x			
482		WSI Acknowledgement	0		x	x	x	x			
483		Addendum 1	0		x	x	x	x			
484			0								
485		Scope Adjustments	0								
486		Updated quantities	0		4,000						
487		Remove triangle sail from scope (USA Shades)	0		-28,548						
488			0								
489			0								
490		Bond	5,208		4,974	15,936	4,336	5,499	-		
491		Adjustment from WSI estimate to subcontractor	(11,927)		253,660	334,654	221,151	280,438	19,480		
492					0.02	0.05	0.02	0.02			
493					USA Shade/Rep Services/White Sign Co.	Shade Systems	360 Recreation	KorKat	Sun Barrier		
494											
495		Subtotal - Protective Covers	253,660								
496	10900	Operable Partitions									
497											
498					SSE						
499					32,350						
500		Operable Partitions	0	33,660							
501		8.5' x 33' Operable Partition - VE Opton	33,660	Deleted per V.M. #3; Deduct included on Summary Line 37							
502			0								
503			0								
504		Bond	0		-						
505		Adjustment from WSI estimate to subcontractor	(1,310)		32,350						
506											
507					SSE						
508											
509		Subtotal - Operable Partitions	32,350								

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
510	110000	Playground Equipment									
511					Specified	Alt. Manufacturer	Alt. Manufacturer				
512					Rep Services	Kompan	KorKat				
513					410,873	471,759	299,243				
514		Playground Equipment by Rep Services	0	412,560							
515		Play Area Ages 5-12	254,412		x	x					
516		PE1A & PE1B - Artificial Turf	158,148		x	x					
517		PE2 - Hendra	0	Included above	x	x					
518		PE3 - Global Motion - VE Option	0	Deleted per V.M. #4; Deduct included on Summary Line 37	x	x					
519		PE4 - Swings	0	Included above	x	x					
520			0								
521		Concrete Work at Playground Area	0	0							
522		P2 - 6" Concrete Curbing	0	See Div. 03 Concrete							
523			0								
524		RFI Acknowledgement	0		x	x					
525		WSI Acknowledgement	0		x						
526		Addendum 1	0		x	x					
527			0								
528			0								
529		Bond	12,377		12,326	10,379	5,985				
530		Adjustment from WSI estimate to subcontractor	(1,738)		423,199	482,138	305,228				
531					0.03	0.022	0.02				
532					Rep Services	Kompan	KorKat				
533											
534		Subtotal - Playground Equipment	423,199								
535	114100	Appliances (OF/CI per 10/01/2025 per Owner comment)									
536											
537					WSI						
538					850						
539		Appliances	0	400							
540		Ice machine (Community Center, Concession)	0	OF/CI							
541		Hook-up	0	See Div. 21 Plumbing	x						
542		Installation	400		x						
543			0								
544		Refrigerator (Community Center, Concession)	0	OF/CI							
545		Hook-up	0	See Div. 21 Plumbing	x						
546		Installation	400		x						
547			0								
548		Microwave (Community Center)	0	OF/CI							
549		Installation	50		x						
550			0								
551			0								
552		RFI Acknowledgement	0								
553		WSI Acknowledgement	0								
554		Addendum 1	0								
555			0								
556			0								
557		Bond	26		17						
558		Adjustment from WSI estimate to subcontractor	(9)		867						
559					0.02						
560					WSI						
561											
562		Subtotal - Appliances (OF/CI per 10/01/2025 per Owner comment)	867								
563	116800	Athletic Equipment (See Div. 32)									
564											
565											
566											
567											
568											
569		Subtotal - Athletic Equipment (See Div. 32)	0								
570	120000	Site Furnishings (OF/OI)									
571											
572											
573											
574		Site Furnishings by Landscape Forms	0								
575		SF1 - Bench - Lakeside Bench Grass Backed	0	OF/OI per Procurement Matrix							
576		SF3A - 3 Seat Backed Table - Carousel	0	OF/OI per Procurement Matrix							
577		SF3B - 3 Seat Backed Table - Carousel	0	OF/OI per Procurement Matrix							
578		SF3C - 6 Seat Backed Table - Carousel	0	OF/OI per Procurement Matrix							
579		SF3D - 4 Seat Backed High Table - Carousel	0	OF/OI per Procurement Matrix							
580		SF4A - Picnic Table Oval - Charlie	0	OF/OI per Procurement Matrix							
581		SF4B - Pavilion Picnic Table - Park Master	0	OF/OI per Procurement Matrix							
582		SF5 - Umbrella	0	OF/OI per Procurement Matrix							
583		SF6 - Litter Receptacle - Lakeside Litter	0	OF/OI per Procurement Matrix							
584		SF10 - Bike Rack	0	OF/OI per Procurement Matrix							
585		(SF11) - Electrical Pedestal	0	Not shown in docs							
586		SF12 - Backless Bench - Presido 4 Seat w No Back or Arms	0	OF/OI per Procurement Matrix							
587			0								
588		Decorative Boulders by Capstone Ind of Central Florida	0								
589		SF2 - Boulder Bench	0	OF/OI per Procurement Matrix							
590		SF9 - Decorative Boulder at Splash Pad	0	OF/OI per Procurement Matrix							
591			0								
592		Site Furnishings by Misc. Vendors	0								
593		SF8 - Black Paw Prints Designer Pet Waste Station, No Receptacle - Pet Waste Eliminator	0	OF/OI per Procurement Matrix							
594			0								
595		Installation	0								

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
596			0								
597			0								
598		Bond	0								
599		Adjustment from WSI estimate to subcontractor	0								
600											
601											
602											
603		Subtotal - Site Furnishings (OF/OI)	0								
604	123000	Casework									
605					Late bid		Late bid				
606					Barfield	D & R Cabinetry	CCS	Cabinetmakers of CF	Steve Ward and Assoc.		
607					208,357	245,000	405,270	No bid	No bid		
608		Casework	0								
609		P-Lam Base Cabinets	43,250		x	x	x				
610		P-Lam Countertop	84,300		x	x	x				
611		Solid Surface Countertop	48,500		x	x	x				
612		P-Lam Upper Wall Cabinets	14,400		x	x	x				
613		Full Height Cabinets	4,500		x	x	x				
614		D1 Nesting Table (A705)	2,500		x	x	x				
615		D2 Mobile Display (A706)	2,750		x	x	x				
616		D3 Mobile Book Bin (A707)	3,000		x	x	x				
617		Community Display Shelves (D4; 3' Tall; WD-1)	2,250		x	x	x				
618		Solid surface window sills	7,500		x	7,500	7,500				
619			0								
620		RFI Acknowledgement	0			x					
621		WSI Acknowledgement	0			x					
622		Addendum 1	0			x					
623			0								
624			0								
625		Bond	4,259		2,709	7,575	8,255				
626		Adjustment from WSI estimate to subcontractor	(6,143)		211,066	260,075	421,025				
627					0.013	0.03	0.02				
628					Barfield	D & R Cabinetry	CCS				
629											
630		Subtotal - Casework	211,066								
631	131100	Splash Pads									
632											
633					Oak Wells Aquatics	All Seasons Pools	Late bid	Late bid	Incomplete		
634					648,250	790,000	Village Pools	American Pools & Spas	KorKat		
635		Splash Pad	0	637,795			706,300	708,959	291,740		
636		6" Min. Reinf. Concrete (4,000 psi)	14,550	Does not incl wet deck	x	x	x	x			
637		Life Floor System (per Spec)	111,495	Not sure where these are mentioned	x	x	90,800	90,800			
638		Life Floor 6" x 48" Panels	0	Not sure where these are mentioned	x	x	x	x			
639			0								
640		Aquatic Equipment & Features	509,250		x	x	x	x			
641		A - Water Flower	0	Included above	x	x	x	x			
642		B - Water Round	0	Included above	x	x	x	x			
643		C - Water Lava	0	Included above	x	x	x	x			
644		D - Duet Jet	0	Included above	x	x	x	x			
645		E - Triple Mist	0	Included above	x	x	x	x			
646		F - Gyserino	0	Included above	x	x	x	x			
647		G - Anyway Spray	0	Included above	x	x	x	x			
648		H - Dandelion Dome	0	Included above	x	x	x	x			
649		I - Cloud 9	0	Included above	x	x	x	x			
650		J - Water Fence (1'-0" Length)	0	Included above	x	x	x	x			
651		K - Water Fence (2'-0" Length)	0	Included above	x	x	x	x			
652		L - Water Fence (3'-0" Length)	0	Included above	x	x	x	x			
653		M - Water Fence (4'-0" Length)	0	Included above	x	x	x	x			
654			0								
655		Shower	2,500		2,500	2,500	2,500	2,500			
656			0								
657		RFI Acknowledgement	0		x	x	x	x			
658		WSI Acknowledgement	0		x	x	x	x			
659		Addendum 1	0		x	x	x	x			
660			0								
661			0								
662		Bond	12,756		19,523	23,775	7,996	16,045			
663		Adjustment from WSI estimate to subcontractor	19,722		670,273	816,275	807,596	818,304			
664					0.03	0.03	0.01	0.02			
665					Oak Wells Aquatics	All Seasons Pools	Village Pools	American Pools & Spas			
666											
667		Subtotal - Splash Pads	670,273								
668	131200	Fountains									
669					Specified Manufacturer	Alternate Manufacturer					
670					Hall	Cascade Fountains	Delta	Freeport			
671					36,851	28,840	No bid	No bid			
672											
		Exterior Fountains	0	Provide alternate fountain manufacturer (Aries 300) ILO of specified (Hall) per V.M. #19; Deduct included on Summary Line 37							
673		SF16 - Fountain (3 HP)	40,000	3HP pump and 4 section roto-cast molded poly float assy.	x						
674		3-phase power service allowance (connection, conduit, etc.)	10,000	Allowance	10,000						
675			0								
676			0								
677		Bond	0		-	-					
678		Adjustment from WSI estimate to subcontractor	(3,149)		46,851	28,840					
679											
680					Hall	Cascade Fountains					

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
681											
682		Subtotal - Fountains	46,851								
683	133416	Bleachers									
684					Specified	Alt. Manufacturer		Alt. Manufacturer			
685					GT Grandstands	Southeastern Seating	Southern Bleachers	Athletic Resources			
686					83,000	68,182	129,950	78,500			
687		Bleachers	0	Provide alternate manufacturer per V.M. #8; Deduct included on Summary Line 37							
688		5-Row Bleacher Model BD-0533V, 33' W - Belson Outdoors	29,528		x	x	x	x			
689		4-Row Bleacher (Similar to GT Grandstands Model LR0415AD)	57,033		x	x	x	x			
690		Engineered sealed drawings	3,000		3,000	x	x	x			
691			0								
692		RFI Acknowledgement	0		x	x	x	x			
693		WSI Acknowledgement	0		x	x	x	x			
694		Addendum 1	0		x	x	x				
695			0								
696			0								
697		Bond	1,791		2,150	1,364	1,949	1,570			
698		Adjustment from WSI estimate to subcontractor	(3,202)		88,150	69,546	131,899	80,070			
699					0.025	0.02	0.015	0.02			
700					GT Grandstands	Southeastern Seating	Southern Bleachers	Athletic Resources			
701											
702		Subtotal - Bleachers	88,150								
703	220000	Plumbing									
704											
705					Touchton	Premier	AIT	Not prequalified VMG			
706					366,000	622,550	746,000	461,500			
707		Plumbing Fixtures	0	Provide CPVC domestic water piping ILO copper per V.M. #10; Deduct included on Summary Line 37							
708		EW-C-1 - Water Cooler / Drinking Fountain on sides of restrooms & inside Community Center	28,875		x	x	x				
709		LAV-1 - Wall Mounted Lavatory	25,725		x	x	x				
710		LAV-2 - Counter Mounted Lavatory	51,450		x	x	x				
711		LAV-3 - Lavatory	22,050		x	x	x				
712		MS-1 - Mop Sink	18,375		x	x	x				
713		SK-1 - Sink	7,350		x	x	x				
714		KS-1 - Kitchen Sink	7,350		x	x	x				
715		KS-2 - Kitchen Sink	3,675		x	x	x				
716		UR-1 - Urinal	12,600		x	x	x				
717		UR-1A - Urinal	8,400		x	x	x				
718		WC-1 - Wall Mounted Water Closet	33,600		x	x	x				
719		WC-1A - Water Closet	21,000		x	x	x				
720		WC-2 - Wall Mounted Water Closet	21,000		x	x	x				
721		WC-2A - Water Closet	37,800		x	x	x				
722		EW-H-1 - Electric Water Heater	23,625		x	x	x				
723		RP-1 - HW Recirculation Pump	8,400		x	x	x				
724			0								
725		SF7 - Drinking Fountain w/ Pet Fountain - Most Dependable Fountain w/ Drywells	75,000	Provide alternate manufacturer per V.M. #9; Deduct included on Summary Line 37	64,520	Incl.	64,520				
726			0								
727		Plumbing Equipment	0								
728		FD-1 - Floor Drain	27,000		x	x	x				
729		FD-2 - Floor Drain	2,000		x	x	x				
730		FD-3 - Floor Drain	1,000		x	x	x				
731		GCO-1 - Grade Cleanout	5,400		x	x	x				
732		WH-1 - Wall Hydrant	11,250		x	x	x				
733		WCO-1 - Wall Cleanout	4,800		x	x	x				
734		TP-1 - Tap Primer	2,500		x	x	x				
735		Hookup for Ice Machine	2,000		x	x	2,000				
736			0								
737		Specification Review - All Sections	0		x	x	x				
738		Testing, Chlorination, and Repair	0		x	x	x				
739		Sleeving, Waterstop, Grout	0		N/A	N/A	N/A				
740		Firestopping of Penetrations	0		x	x	x				
741		Vibration Isolation	0		N/A	N/A	N/A				
742		Joint Sealants as required for Plumbing Work	0		x	x	x				
743		Concrete Bases for Plumbing Equipment	1,250		1,250	1,250	1,250				
744		Steel and Wood Supports	0		N/A	N/A	N/A				
745		Painting of Piping	0	See Div. 09 Painting							
746		TAB for Plumbing	0		x	x	x				
747		Plumbing Insulation	0		x	x	x				
748		Domestic Water Piping - CPVC/PVC	0		x	x	x				
749		Backflow Preventers	0		x	x	x				
750		Hose Bibbs	0		x	x	x				
751		DWV Piping - Cast Iron/PVC	0		x	x	x				
752		Trap Seals	0		x	x	x				
753		Storm Drainage Piping - Roof Drains/Gutters/Downspout Boots	0		By Site	By Site	By Site				
754		Misc. dewatering	2,500		2,500	2,500	2,500				
755		Plumbing Permit	639	From SJC Permit Fee Schedule	x	650	650				
756			0								
757		RFI Acknowledgement	0		x	x					
758		WSI Acknowledgement	0		x	x	x				
759		Addendum 1	0		x	x					
760			0								
761			0								
762		Bond	9,332		4,318	9,357	16,275				
763		Adjustment from WSI estimate to subcontractor	(37,359)		438,588	636,307	833,195				

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
764					0.01						
765					Touchton	Premier	AIT				
766											
767		Subtotal - Plumbing	438,588								
768	230000	HVAC									
769											
770					AC General	AIT			Not prequalified		
771					625,000	703,000	VMG		499,500		
772		HVAC System	0		x	x					
773		EUH (1.5 to 5 kW)	23,400		x	x					
774		Exhaust Fans	27,840		x	x					
775		BC-C (Air Curtains)	12,000		x	x					
776		FC/CU (2 ea)	24,000		x	x					
777			0								
778		Ductwork	0		x	x					
779		MP Ductwork Lbs	21,348		x	x					
780		LP Ductwork Lbs	53,370		x	x					
781		Duct Insulation	7,116		x	x					
782		Duct Flexible Rd 6 Ø	240		x	x					
783		Duct Flexible Rd 10 Ø	384		x	x					
784			0								
785		Air Distribution	0		x	x					
786		Diffuser Lay In 24 x 24	1,500		x	x					
787		Exhaust Grille Lay In 24 x 24	3,900		x	x					
788		Return Grille Side Wall 20x6	600		x	x					
789		Hurricane Louver	24,000		x	x					
790		Drywell/ French Drain (including hand dig and gravel fill)	420		x	x					
791			0								
792		DDC Controls	73,290		x	x		Bay To Bay T&B	Incomplete		
793		Certified Testing, Adjusting & Balancing	21,987		x	x		12,703	First Coast T&B		
794			0						5,100		
795		Specification Review - All Sections	0								
796		Concrete Housekeeping Pads - 8"-0" Thick	1,400		1,400	1,400					
797		Duct Insulation	0		x	x					
798		Pipe Insulation	0		x	x					
799		Condensate Piping	0		x	x					
800		Startup and Training	0		x	x					
801		HVAC Demolition	0		N/A	N/A					
802		HVAC Grilles, Diffusers, Louvres, and Fire Rated Enclosures	0		x	x					
803		Nailers and Blocking for HVAC Equipment	0		N/A	N/A					
804		Grouting	0		N/A	N/A					
805		Stainless Steel Hangers and Supports	0		x	x					
806		Salt Water Acid Testing	0		Excluded	Excluded					
807		Air-dried Corrosion Resistant Coating System	0		x	x					
808		Identification and Labeling	0		x	x					
809		Mastics, Vapor Retarders, and Coatings	0		x	x					
810		Painting of Duct	0								
811		Duct Cleaning	0		Excluded	Excluded					
812		Roof Penetration Sealants	0		x	x					
813		Firestopping of Penetrations	0		x	x					
814		Controls	0		x	x					
815		Casing Liners	0		x	x					
816		Humidifiers	0		x	x					
817		HVAC Permit	1,449	From SJC Permit Fee Schedule	x	x					
818			0								
819		RFI Acknowledgement	0		x			Incl.			
820		WSI Acknowledgement	0		x	x		Incl.			
821		Addendum 1	0		x			Incl.			
822			0								
823			0								
824		Bond	5,965			18,792	14,088				
825		Adjustment from WSI estimate to subcontractor	340,983		645,192	718,488		318			
826								13,021			
827					0.03	0.02		0.025	0.02		
828					AC General	AIT		Bay To Bay T&B	First Coast T&B		
829		Subtotal - HVAC	645,192								
830	260000	Electrical									
831											
832					Owen/MUSCO/M Gay	Neo/MUSCO/M Gay					
833					2,221,900	3,149,400					
834		Site Electrical Utilities per Layout	750,000		x	x					
857			0								
858		Site Power per Layout	100,000		x	x					
859			0								
860		Site Data Backbone - Layout not provided	200,000		x	x					
868			0								
869		Site Lighting	0	Delete power to lights per volleyball court removal VE #6							
870		SL2 - 16"Wx22"Lx3-3/4"H Luminaire w Alum Housing, 30'H, 63 W	66,000		x	x					
871		SL2L - 16"Wx22"Lx3-3/4"H Luminaire w Alum Housing, 15'H, 126 W	51,000		x	x					
872		SL3L - 16"Wx22"Lx3-3/4"H Luminaire w Alum Housing, 15'H, 63 W	12,000		x	x					
873		SL4L - 16"Wx22"Lx3-3/4"H Luminaire w Alum Housing, 15'H, 63 W	78,000		x	x					
874		SL5L - Single Head 16"Wx22"Lx3-3/4"H Luminaire w Alum Housing, 15' H, 63 W	6,000		x	x					
875		SL22 - Double Head 16"Wx22"Lx3-3/4"H Luminaire w Alum Housing, 30' H, 126 W	48,000		x	x					
876		SLL - 22"Wx28-1/8"Lx3-3/4"H Luminaire w Alum Housing, 20' H, 129 W	1,000		x	x					
877		SLR - 22"Wx28-1/8"Lx3-3/4"H Luminaire w Alum Housing, 20' H, 129 W	500		x	x					
878			0								

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
879		Sport Lighting - MUSCO, AEON, Spartan, Qualite, Sportsbeams, Mako	0	Delete lights per volleyball court removal VE #6	MUSCO / M Gay	MUSCO / M Gay	MUSCO / M Gay				
880		SLP60 - 60' Tall Round Tapered Metal Pole for Mounting Sports Luminaires	330,750		588,703	588,703	588,703				
881		SLP80 - 80' Tall Round Tapered Metal Pole for Mounting Sports Luminaires	441,000		Incl.	Incl.	Incl.				
882		Installation	0		280,221	280,221	280,221				
883			0		Adjusted QTY	Adjusted QTY	Adjusted QTY				
884		Building Electrical	0								
885		Power & Distribution	0	176,520							
886		MSB Switchboard 480/277V, 3PH, 4W, 2500A, 65kAIC	50,000		x	x					
887		Power Panel	25,000		x	x					
888		Circuit Breaker 600V 2 Pole 20A - 50A	36,000		x	x					
889		Circuit Breaker 600V 3 Pole 15A - 70A	9,000		x	x					
890		Transformer Dry Type, 480/208/120V 75 KVA	12,000		x	x					
891		Provide Ground Bar @ MSB	10,000		x	x					
892			0								
893		Electrical Devices	0		x	x					
894		Junction Box	13,000		x	x					
895		Duplex Receptacles	9,000		x	x					
896		Duplex Receptacles, G	4,320		x	x					
897		Duplex Receptacles, G, WP	7,000		x	x					
898		Duplex Receptacles, AC, G	1,200		x	x					
899		Duplex Receptacles, USB	1,600		x	x					
900		Double Duplex Receptacles	1,320		x	x					
901		Floor Receptacle	3,800		x	x					
902		Floor Receptacle & Telecom Device	1,980		x	x					
903		Pond fountain box/conduit	2,000		x	x					
904			0								
905		Lighting & Lighting Controls	0	Provide similar lighting package ILO of designed lighting package per V.M. #11; Deduct included on Summary Line 37	x	x					
906		D1 - 1" Dia Round Light 15W	1,050		x	x					
907		D4 - 4" Dia, 8" Deep Downlight 15W	9,500		x	x					
908		D4E - 4" Dia, 8" Deep Downlight 15W	15,500		x	x					
909		LRP2 - 2"Wx5.5"D White Strip Tape	2,580		x	x					
910		LS2 - 4.5"Wx3.75"Hx2" Long Light	1,100		x	x					
911		LS2E - 4.5"Wx3.75"Hx2" Long Light	1,100		x	x					
912		LR4a - 3.8"Wx5.5"Dx6" Long Light	25,200		x	x					
913		LR4E - 3.8"Wx5.5"Dx6" Long Light	11,200		x	x					
914		RT2a - 2'x2'x1-3/4"D Light 29W	12,250		x	x					
915		RT2E - 2'x2'x1-3/4"D Light 29W	8,400		x	x					
916		RT4a - 2'x4'x1-3/4"D Light 42W	1,200		x	x					
917		RT4E - 2'x4'x1-3/4"D Light 42W	1,200		x	x					
918		SLD - 4" Dia, 6" Deep Downlight 8W	6,750		x	x					
919		SLDE - 4" Dia, 6" Deep Downlight 8W	11,250		x	x					
920		ST - 7-5/8"Wx2-1/2"Dx4" Long Light 48W	1,400		x	x					
921		STE - 7-5/8"Wx2-1/2"Dx4" Long Light 48W	2,450		x	x					
922		SLWa - 18" Dia Cherokee RLM LED Wall Sconce 21W	4,800		x	x					
923		SLTW - 0.034"Hx0.9"W Wet Location Strip Light	380		x	x					
924		P1 - 14" Dia x 6.5"H Pendant 60W	1,600		x	x					
925		P2 - 5" Dia x 12"H Pendant 200W	2,500		x	x					
926		Toggle Switch	3,600		x	x					
927		Dimmer Switch	3,600		x	x					
928		Occupancy Sensor	11,750		x	x					
929		Photocell	1,250		x	x					
930			0								
931		Access Control/Video Surveillance Allowance	0	Delete per 10/02/2025 Owner comment							
932			0								
933		Specification Review - All Sections	0								
934		Concrete Housekeeping Pads	1,875		1,875	1,875					
935		Temporary Electric - Trailer	0		x	x					
936		Temporary Electric - Construction	0		x	x					
937		Temporary Lighting	0		x	x					
938		Firestopping of Penetrations	0		x	x					
939		Low Voltage for HVAC Controls	0		By HVAC	By HVAC					
940		Power wiring for HVAC Equipment	0		x	x					
941		Electrical Testing	0		x	x					
942		Medium Voltage Cabling	0		By Utility Company	By Utility Company					
943		Identification and Labeling	0		x	x					
944		Site and Building Sleeving	0		x	x					
945		Grounding and Bonding	0		x	x					
946		Underground Ductbank for Power, Telephone, Data (Concrete Encasement)	0		150,000	x					
947		Waterproofing of Ductbank	0		N/A	N/A					
948		Concrete Manholes	0		x	x					
949		Handholes	0		x	x					
950		Electrical System Studies	0		x	x					
951		Lighting Fixtures and Devices	0		x	x					
952		Medium Voltage Transformers	0		By Utility Company	By Utility Company					
953		Low Voltage Transformers	0		x	x					
954		Mini Power Center	0		x	x					
955		Hospital Grade Receptacles	0		x	x					
956		Site Lighting- Poles and Concrete Bases	0		x	x					
957		Fire Alarm System per LS102 (Not Required)	0		N/A	N/A					
958		Primary Conduits to Transformer	0		x	x					
959		Secondary Conduits from Transformer	0		x	x					
960		Power for Splashpad	0		5,270	x					
961		Power for fountain at ponds (2 ea)	0		7,000	7,000					
962		Power for Irrigation	0		x	x					
963		Power for Ice Machine	2,000		x	x					

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
964		Misc. dewatering	2,500		2,500	2,500					
965		All Electrical Utility Company Fees	0		Need submission to FPL to Price	Need submission to FPL to Price					
966		Electrical Permit	0		x	x					
967			0		x	x					
968		RFI Acknowledgement	0		x	x	x				
969		WSI Acknowledgement	0		x	x	x				
970		Addendum 1	0		x	x	x				
971			0				Bonds in above				
972		Scope Adjustments	0								
973				Delete concrete encased duct banks for power and telecommunications (Note 2/E-014) per V.M. #18; Deduct included on Summary Line 37	109,900						
974		Add conduit in conc. encasement, splash pad circuitry to equip, sump pump at excavations, pond fountain power	0		2,500	2,500					
975		Add telecom conduit (100' from Data Room to exterior of the Library/Community Center Bldg.)	0								
976			0				Bonds in above				
977		Bond	48,389		37,422	60,303	-				
978		Adjustment from WSI estimate to subcontractor	939,446		3,407,291	4,092,502	868,924				
979					0.0121	0.015	0				
980					Owen/MUSCO/M Gay	Neo/MUSCO/M Gay	MUSCO / M Gay				
981											
982											
983											
984		Subtotal - Electrical	3,407,291								
985	310000A	Earthwork (Import fill - NIC)									
986											
987											
988											
989		Earthwork									
990		Import Fill		Procured in separate contract							
991											
992											
993											
994		Subtotal - Earthwork (Import fill - NIC)	0								
995	310000B	Sitework, Utilities & Paving									
996											
997											
998					VJ Usina	Harty	Grovin	CW Matthews			
999					6,020,888	6,403,248	6,617,210	6,678,025			
1,000		General Conditions	0	254,591							
1,001		General Conditions	49,872		x	x	x	x			
1,002		Certified As-Builts	29,923		x	x	x	x			
1,003		Mobilization	29,923		x	x	x	x			
1,004		Survey & Layout	49,872		x	x	x	x			
1,005		Maintenance of Traffic	25,000		x	x	x	x			
1,006		Density Testing	15,000		x	x	x	x			
1,007		NPDES Permit	5,000		x	x	x	x			
1,008		SWPPP Monitoring	50,000		x	x	x	x			
1,009			0								
1,010		Erosion Control	0	126,353							
1,011		Silt Fence	35,420		x	x	x	x			
1,012		Inlet Protection	10,545		x	x	x	x			
1,013		Construction Entrance	10,111		x	x	x	x			
1,014		Temporary Seeding	20,278		x	x	x	x			
1,015		Dewatering	50,000		x	x	x	x			
1,016			0								
1,017		Demolition	0								
1,018		Tree Removal	0	Included above							
1,019			0								
1,020		Earthwork	0	2,051,188							
1,021		Clear & Grub	114,490		x	x	x	x			
1,022				Deleted cut per playground item (Global Motion) removal V.M. #4; Deduct included on Summary Line 37	x	x	x	x			
1,023		Cut	159,075		x	x	x	x			
1,024		Embankment (Fill)	1,506,025		x	x	x	x			
1,025		Import Fill	0	See Earthwork 310000A							
1,026		Rough Grade	216,112		x	x	x	x			
1,027		Fine Grade	55,485		x	x	x	x			
1,028			0								
1,029		Paving/Asphalt	0	1,345,801							
1,030		2" SP-12.5 Asphaltic Concrete	440,483		x	x	x	x			
1,031		6" Limerock Base	402,268		x	x	x	x			
1,032		12" Stabilized Subgrade	97,824		x	x	x	x			
1,033		6" Curb	71,505		x	x	x	x			
1,034		F Type Curb and Gutter	59,192		x	x	x	x			
1,035		Spill Curb and Gutter	68,277		x	x	x	x			
1,036		Thickened Edge	134,509		x	x	x	x			
1,037		Wheel Stops	1,200		x	x	x	x			
1,038		Striping Package	70,543		x	x	x	x			
1,039		Parking Striping	0	Included above							
1,040		ADA Parking Striping	0	Included above							
1,041		ADA Parking Symbols	0	Included above							
1,042			0								
1,043		Concrete Sidewalks/Paving	0	506,754							
1,044		4" Concrete sidewalk (Only adjacent to asphalt/concrete/grass paving)	228,329		x	x	x	x			
1,045		T.E. (0-6x1-0 per)	51,000		x	x	x	x			
1,046		Dumpster Pad & Apron	1,400		x	x	x	x			
1,047		Bike Rack Apron	0	See Div. 03 Concrete							

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
1,046		Retaining wall per C300 (558 LF x 4' tall AVG.) (No info - Use either gravity wall per FDOT Index 400-011 or stacked block wall per RFI #2-17 response)	167,400		x	x	x	x			
1,047		Aluminum guardrail at top of gravity wall (per FDOT Index 515-070)	58,625		x	x					
1,048			0								
1,049		Water Utilities	0	437,949							
1,050		2" PVC WM - DR 21	9,135		x	x	x	x			
1,051		4" PVC WM - DR 18	28,290		x	x	x	x			
1,052		8" PVC WM - DR 18	114,009		x	x	x	x			
1,053		8" Fire DIP Main - CL350	94,484		x	x	x	x			
1,054		Water Main Fittings	12,600		x	x	x	x			
1,055		Fire Main Fittings	7,800		x	x	x	x			
1,056		2" GV and Box	2,500		x	x	x	x			
1,057		4" GV and Box	8,750		x	x	x	x			
1,058		6" GV and Box	4,600		x	x	x	x			
1,059		16"x8" Tap and Valve + MOT, Excavation, Backfill, Compaction, and Restoration	40,000		x	x	x	x			
1,060		2" Backflow Preventors	9,150		x	x	x	x			
1,061		3" Backflow Preventors	4,575		x	x	x	x			
1,062		8" Backflow Preventors	9,000		x	x	x	x			
1,063		4"x2" Wet Tap and Valve	20,000		x	x	x	x			
1,064		2" Potable Water Meter	300		x	x	x	x			
1,065		Fire Hydrants	900		x	x	x	x			
1,066		Clean & TV Drainage Piping	49,401		x	x	x	x			
1,067		Dewatering	22,455		x	x	x	x			
1,068			0								
1,069		Sanitary Sewerage	0	508,399							
1,070		Lift Station	100,000		x	x	x	x			
1,071		4" HDPE Force Main	152,759		x	x	x	x			
1,072		8" PVC SS	42,237		x	x	x	x			
1,073		Pipe Fittings	4,400		x	x	x	x			
1,074		4' SS Manhole	80,000		x	x	x	x			
1,075		SS Cleanout	32,000		x	x	x	x			
1,076		Private Pump Out Box	5,000		x	x	x	x			
1,077		4" GV and Box	1,750		x	x	x	x			
1,078		12"x4" Tap and Valve + MOT, Excavation, Backfill, Compaction, and Restoration	25,000		x	x	x	x			
1,079		Clean & TV Drainage Piping	44,861		x	x	x	x			
1,080		Dewatering	20,391		x	x	x	x			
1,081			0								
1,082		Stormwater Utilities	0	973,211							
1,083		12" RCP	19,832		x	x	x	x			
1,084		15" RCP	21,986		x	x	x	x			
1,085		18" RCP	76,818		x	x	x	x			
1,086		24" RCP	137,364		x	x	x	x			
1,087		30" RCP	123,493		x	x	x	x			
1,088		36" RCP	73,206		x	x	x	x			
1,089		48" RCP	84,087		x	x	x	x			
1,090		Type C Inlet	12,000		x	x	x	x			
1,091		Type F Inlet	101,200		x	x	x	x			
1,092		Type 4 Inlet	32,500		x	x	x	x			
1,093		18" Area Drain	30,825		x	x	x	x			
1,094		5' Manhole	91,000		x	x	x	x			
1,095		MES 15"	9,000		x	x	x	x			
1,096		MES 24"	3,600		x	x	x	x			
1,097		MES 36"	5,875		x	x	x	x			
1,098		MES 60"	8,000		x	x	x	x			
1,099		Storm Cleanout	3,500		x	x	x	x			
1,100		Outfall Structure	10,000		x	x	x	x			
1,101		Rip Rap	42,435		x	x	x	x			
1,102		Clean & TV Drainage Piping	59,462		x	x	x	x			
1,103		Dewatering	27,028		x	x	x	x			
1,104			0								
1,105		Scope Adjustments	0								
1,106		Add limerock base at fire truck access	0		168,611	200,000	200,000	200,000			
1,107		Add underdrain at volleyball courts; updated proposal per scope review meeting	0	Deleted underdrain/placing fill per volleyball court removal VE #6; Deduct included on Summary Line 37	203,095						
1,108		Add underdrain at volleyball courts; provide gravity walls ILO C.I.P. concrete walls/footings; add handrails at gravity walls	0			16,469					
1,109		Update scope/quantities	0				-34,641				
1,110			0								
1,111			0								
1,112		Bond	124,085		57,533	99,296	101,739	51,585			
1,113		Adjustment from WSI estimate to subcontractor	121,797		6,450,127	6,719,013	6,884,308	6,929,610			
1,114					0.009	0.015	0.015	0.0075			
1,115					VJ Usina	Harty	Grovin	CW Matthews			
1,116											
1,117											
1,118											
1,119											
1,120											
1,121		Subtotal - Sitework, Utilities & Paving	6,450,127								
1,122	321800	Athletic and Recreational Surfacing									
1,123											
1,124					FL Carter	CSO	Legacy		Equipment only Athletic Resources	Equipment only Sportsfield Specialties	
1,125					1,162,968	1,586,336	1,338,800		504,000	263,757	
1,126		Athletic Surfacing	0								
1,127		Little League Baseball Fields	0	1,666,221							
1,128		(2) Baseball Fields - Skinned Infield Material (Duraedge Clay)	450,633		x	45,000	x				

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
1,129		(2) Baseball Fields - 1" Bimini Bermuda Sod or Tiftuf Bermuda Sod (Natural Grass)	0	Included above	x	x	x				
1,130		Field Root Zone Mix (Included above)	0	Provide perimeter drain ILO root zone per V.M. #15; Deduct included on Summary Line 37	x	x	100,000				
1,131		12"x12" concrete curb at backstops	10,800		x	10,800	10,800				
1,132			0								
1,133		Equipment	0								
1,134		Home Plate & Bases	4,800	Incl on ball fields & at pitching bullpens	x	800			x		
1,135		Ground Anchored Bases	8,400		x	x			x		
1,136		Access Frame Kit w/ infill retainer system for anchor bases/ home plate	43,200		x	3,600			x		
1,137		20' h Foul Pole w/ Wing Arm & Powder Coated Yellow Finish (wing model no. FPW420)	8,000	20' per RFI 3-014 response	x	8,000			x		
1,138		Batting Cages w/ ground sleeves	55,000	See Div. 32 Fencing for netting	x	55,000	40,000		x		
1,139		Homerun cap	7,200		x	7,200			x		
1,140		Portable pitcher's mound (2 ea)	70,000	Deleted (OF/OI) per V.M. #5; Deduct included on Summary Line 37	x	70,000	70,000				
1,141			0								
1,142		Softball Fields	0	1,028,188							
1,143		(2) Softball Fields - Skinned Infield Material (Duraedge Clay)	356,064		x	35,000	x				
1,144		(2) Softball Fields - 1" Bimini Bermuda Sod or Tiftuf Bermuda Sod (Natural Grass)	0	Included above	x	x	x				
1,145		Field Root Zone Mix (Included above)	0	Provide perimeter drain ILO root zone per V.M. #15; Deduct included on Summary Line 37	x	x	100,000				
1,146		12"x12" concrete curb at backstops	10,800		x	10,800	10,800				
1,147			0								
1,148		Batting Cages - Artificial Turf (on Concrete Slab)	72,124		x	72,124	x				
1,149		Bullpens (Combination clay/grass - 8 ea)	33,600		x	x	x				
1,150			0								
1,151		Equipment	0								
1,152		Home Plate & Pitching Rubber	4,800	Incl on ball fields & at pitching bullpens	x	800			x		
1,153		Ground Anchored Bases	8,400		x	x			x		
1,154		Access Frame Kit w/ infill retainer system for anchor bases/ home plate	43,200		x	3,600			x		
1,155		20' h Foul Pole w/ Wing Arm & Powder Coated Yellow Finish (wing model no. FPW420)	8,000		x	8,000			x		
1,156		Batting Cages w/ ground sleeves	55,000		x	55,000	40,000		x		
1,157		Homerun cap	6,200		x	6,200			x		
1,158		Portable pitcher's mound (2 ea)	70,000	Deleted (OF/OI) per V.M. #5; Deduct included on Summary Line 37	x	70,000	70,000				
1,159			0								
1,160		Athletic Field Striping	0								
1,161		Baseball Diamonds	0	Included above	x	x	x				
1,162		Pickleball Courts	0	Included below	x	x	x				
1,163			0								
1,164			0		Late bid	Late bid	Late bid				
1,165		Dugouts	0		Sportsfield Spec.	Sportsfield Spec.	Sportsfield Spec.				
1,166		Gameshade Dugouts (Canopy) - 10' x 32'	240,000		241,387	241,387	241,387				
1,167		Installation	72,000			72,000	72,000				
1,168		Player Benches	28,000			28,000	28,000				
1,169		Installation	20,000			20,000	20,000				
1,170			0								Equipment only
1,171			0		Nidy	Nidy		Court Surfaces			Sports Imports
1,172		Pickleball Court	0	245,955	250,000	250,000	x	213,800			16,250
1,173		(6) Pickleball Court Surfacing	245,955		x	x	x	9,145			
1,174		2" Asphalt (SP9.5 Virgin Asphalt)	0	Included above	x	x	15,000	15,000			
1,175		6" Limestone Base	0	Included above	x	x	x	x			
1,176		12"x8" Concrete Curb	0	Included above	x	x	x	19,840			
1,177		Pickleball Net Posts	0	Included above	x	x	x	x	x		x
1,178		4" Concrete Footing	0	Included above	x	x	4,000	8,400			
1,179		Net Center Strap	0	Included above	x	x	x	x	x		x
1,180		Concrete Footing	0	Included above	x	x	x	1,800			
1,181		Pickleball Nets (22')	0	Included above	x	x	x	x	x		x
1,182			0								
1,183		Volleyball Court	64,040	Deleted per volleyball court removal VE #6; Deduct included on Summary Line 37	64,040	64,040	x	x			
1,184		(2) Volleyball Court Sand	0	Included above	x	x	x	x			
1,185		Volleyball Net Posts	0	Included above	x	x	x	x	x		x
1,186		4" Concrete Footing	0	Included above	x	x	x	2,800			
1,187		Volleyball Nets (34')	0	Included above	x	x	x	x	x		x
1,188		Volleyball Court Curbing (8" rubber)	0	Included above	x	x	x	x			
1,189			0								
1,190		Scope Adjustments	0								
1,191		Add batting cage structure; add dugout installation; add dugout benches material and installation	0		249,751						
1,192		Delete landscaping scope items	0			-759,096					
1,193			0								
1,194			0								
1,195		Bond	39,924		29,522	54,026	43,216	13,539			
1,196		Adjustment from WSI estimate to subcontractor	(38,472)		1,997,668	2,018,618	2,204,003	284,325	504,000	263,757	16,250
1,197					0.015	0.0275	0.02	0.05	0.02	0.02	
1,198					FL Carter/Sportsfield Spec./Nidy	CSO/Sportsfield Spec./Nidy	Legacy/Sportsfield Spec.	Court Surfaces	Athletic Resources	Sportsfield Specialties	Sports Imports
1,199											
1,200		Subtotal - Athletic and Recreational Surfacing	1,997,668								
1,201	323113	Fencing									
1,202					4,709	4,060			Incomplete	Incomplete	
1,203					All-Rite	Sterling	Bullard	Armstrong	RFE	Ocala Fence	
1,204					549,300	494,741	636,850	717,942	151,324	392,763	
1,205		Chain Link Fencing	0								
1,206		4' BV Chain Link Fence at Baseball Fields	33,200		x	x	x	x			
1,207		4' BV Chain Link Fence at Softball Fields	30,800		x	x	x	x			
1,208		7-6 BV Chain Link Dugout to Backstop Fencing at Baseball Fields	21,500		x	x	x	x			
1,209		7-6 BV Chain Link Dugout to Backstop Fencing at Softball Fields	21,500		x	x	x	x			
1,210		8' BV Chain Link Fence at Baseball Fields	43,200		x	12,000	x	x			
1,211		8' BV Chain Link Fence at Softball Fields	37,200		x	x	x	x			

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
1,212		30' BV Chain Link Fence at Baseball Backstops (Sch. 40 Pipe, 9 GA & 6GA Fabric)	146,300		x	x	x	x			
1,213		30' BV Chain Link Fence at Softball Backstops (Sch. 40 Pipe, 9 GA & 6GA Fabric)	146,300		x	x	x	x			
1,214		3.5' BV Chain Link Fence at Pickleball Court	2,800		x	x	x	x			
1,215		8' BV Chain Link Fence at Pickleball Court	32,626		x	x	x	x			
1,216			0								
1,217		4' BV Chain Link Fence w/4' gate at Splash Pad Equipment w/privacy slats	5,000		x	x	5,000	x			
1,218		6' Black Vinyl Chainlink Fence @ Lift Station	5,000		x	x	x	x			
1,219		Dumpster gate (20' double gate per A-625)	3,000		x	x	x	x			
1,220			0								
1,221		Chain Link Gates	0								
1,222		4'H x 4'W Single Swing Gate at Baseball Fields	0	Included above	x	x	x	x			
1,223		8'H x 4'W Single Swing Gate at Baseball Fields	0	Included above	x	x	x	x			
1,224		4'H x 4'W Double Swing Gate at Baseball Fields	0	Included above	x	x	x	x			
1,225		4'H x 4'W Single Swing Gate at Softball Fields	0	Included above	x	x	x	x			
1,226		8'H x 4'W Single Swing Gate at Softball Fields	0	Included above	x	x	x	x			
1,227		4'H x 4'W Double Swing Gate at Softball Fields	0	Included above	x	x	x	x			
1,228		8'H x 4'W Single Swing Gate at Pickleball Court	0	Included above	x	x	x	x			
1,229		4'H x 4'W Single Swing Gate at Splash Pad Equipment	0	Included above	x	x	x	x			
1,230		6'H x 8'W Single Swing Gate at Splash Pad Equipment	1,500		x	x	x	x			
1,231			0		x	x	x	x			
1,232		Sports Netting System	0	See Div. 11 Athletic Equipment							
1,233		Batting cage netting (#36 black nylon1 3/4" square mesh)	50,100		50,100	50,100	50,100	50,100			
1,234			0								
1,235			0								
1,236		Bond	11,601			11,988	11,694	13,839		26,881	
1,237		Adjustment from WSI estimate to subcontractor	19,761			611,388	568,534	705,789		794,923	
1,238					0.02			0.02		0.035	
1,239					All-Rite		Sterling	Bullard		Armstrong	
1,240							Short 650 LF of fence				
1,241		Subtotal - Fencing	611,388								
1,242	329300	Landscaping & Irrigation									
1,243											
1,244					Yellowstone	R&R of N.E. FL	The Greenery	Ruppert		United Land Serv.	
1,245					464,778	552,693	587,223	578,540		660,745	
1,246		Landscaping	0	250,285							
1,247		Trees	0								
1,248		Bald Cypress - 3" Cal., 12'-14' HT	38,475		x	x	x	x		x	
1,249		Cabbage Palmetto - 16'-24' CT.	15,695		x	x	x	x		x	
1,250		D.D Blanchard Southern Magnolia - 3" Cal., 12'-14' HT	13,650		x	x	x	x		x	
1,251		Little Gem Dwarf Southern Magnolia - 2" Cal., 8'-10' HT	1,860		x	x	x	x		x	
1,252		Longleaf Pine - 3" Cal., 8'-10' HT	6,790		x	x	x	x		x	
1,253		Pond Cypress - 3" Cal., 12'-14' HT	12,350		x	x	x	x		x	
1,254		Red Maple - 3" Cal., 14'-16' HT	23,125		x	x	x	x		x	
1,255		Slash Pine - 3" Cal., 10'-12' HT	72,265		x	x	x	x		x	
1,256		Southern Live Oak - 3" Cal., 14'-16' HT	27,500		x	x	x	x		x	
1,257		Bottlebrush - 2" Cal. 6'-7' HT	4,550		x	x	x	x		x	
1,258		Muskogee Crape Myrtle - 2" Cal. 10'-12' HT	17,325		x	x	x	x		x	
1,259		Natchez Crape Myrtle - 5" Cal., 10'-12' HT	11,550		x	x	x	x		x	
1,260		Tonto Crape Myrtle - 2" Cal., 6'-8' HT	4,725		x	x	x	x		x	
1,261		Japanese Privet - 4" Cal., 8'-10' HT	425		x	x	x	x		x	
1,262			0								
1,263		Shrubs	0	46,196							
1,264		Yew Podocarpus - 7 Gal, 24"-30" HT	1,925		x	x	x	x		x	
1,265		Saw Palmetto - 3 Gal., 24"-30" OA, 46" O.C	15		x	x	x	x		x	
1,266		Giant Bird of Paradise - 7 Gal., 6'-7' HT	41		x	x	x	x		x	
1,267		Bird of Paradise - 15 Gal., 36"-48" HT, 48" O.C	625		x	x	x	x		x	
1,268		Sweet Viburnum - 7 Gal, 4' HT, 48" O.C	33,640		x	x	x	x		x	
1,269		Sandanka Viburnum - 3 Gal, 24" HT, 24" O.C	9,650		x	x	x	x		x	
1,270		Cardboard Palm - 15 Gal, 3'-4" HT	300		x	x	x	x		x	
1,271			0								
1,272		Shrub Areas	0	19,478							
1,273		Blue Plumbago - 3 Gal, 14"-18" HT, 24" O.C	2,640		x	x	x	x		x	
1,274		Dwarf Fakahatchee - 1 Gal, 18"-24" HT, 30" O.C	1,238		x	x	x	x		x	
1,275		Flax Lily - 3 Gal., 24"-30" OA, 24"O.C	3,375		x	x	x	x		x	
1,276		Florida Coontie - 3 Gal, 12"-16" HT, 24" O.C	650		x	x	x	x		x	
1,277		Pink Muhly Grass - 3 Gal, 24"-30" HT, 36" O.C	1,410		x	x	x	x		x	
1,278		Sand Cordgrass - 3 Gal, 18"-24" HT, 36" O.C	5,520		x	x	x	x		x	
1,279		Saw Palmetto - 3 Gal., 24"-30" OA, 46" O.C	30		x	x	x	x		x	
1,280		Thryallis - 2 Gal., 24"-30" OC, 36" O.C	220		x	x	x	x		x	
1,281		Yellow Canna - 4", 24" O.C	820		x	x	x	x		x	
1,282		Blue Flag Iris - 4", 24" O.C	165		x	x	x	x		x	
1,283		Pickere! Weed - 4", 24" O.C	2,135		x	x	x	x		x	
1,284		Lance-Leafed Arrowhead - 4", 24" O.C	1,275		x	x	x	x		x	
1,285			0								
1,286		Ground Covers	0	235,240							
1,287		African Lily - 3 Gal, 1' HT, 18" O.C	683		x	x	x	x		x	
1,288		Fortnight Lily - 3 Gal., 24"-30" OA, 24" O.C	2,445		x	x	x	x		x	
1,289		Lirope - 1 Gal, 10"-14" HT, 5-7 PPP, 18" O.C	996		x	x	x	x		x	
1,290		Chinese Fringe Flower - 3 Gal, 18" O.C	1,314		x	x	x	x		x	
1,291				Add sod at playground item (Global Motion) per V.M. #4; Add sod at volleyball court removal per VE #6; Adds included on Summary Line 37							
1,292		Bahia Sod	193,450		x	x	x	x		x	
1,292		Mulch	36,352		x	x	x	x		x	
1,293			0								
1,294		Irrigation System	0	176,419							
1,295		Irrigation system	96,419		x	x	x	x		x	
1,296		Well and pump system	80,000		x	x	x	80,000		x	

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LINE	Spec	DESCRIPTION	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7
1,297			0								
1,298		Scope Adjustments	0								
1,299		Delete ballfield irrigation, add well and pump system	0				56,455				
1,300			0								
1,301			0								
1,302		Bond	14,552		6,739	11,054	12,874	6,981	13,215		
1,303		Adjustment from WSI estimate to subcontractor	(270,652)		471,517	563,747	656,551	665,520	673,960		
1,304					0.0145	0.02	0.02	0.0106	0.02		
1,305					Yellowstone	R&R of N.E. FL.	The Greenery	Ruppert	United Land Serv.		
1,306											
1,307											
1,308											
1,309		Subtotal - Landscaping & Irrigation	471,517								
1,310		TOTAL DIRECT COST	19,965,973								



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10/25/2025

LINE		DESCRIPTION			MH/	BASE		TOTAL	LABOR	MAT'L U/P	MAT'L	UNIT	TOTALS	COMMENTS
ITEM			QTY	UNIT	UNIT	RATE	U/P	MH	AMOUNT	INCL. TAXES	AMOUNT	PRICE		
1														
2		For Preconstruction staffing see Precon tab for separate worksheet.												
3														
4		Project Management Team												\$1,638,499
5	1	Area Manager	0.00	mo	173.20	150.00	25,980.00	0	0		0		0	
6	2	Project Executive	3.70	mo	173.20	130.73	22,642.44	641	83,777		0	22,642.44	83,777	
7	3	Sr. Project Manager	0.00	mo	173.20	103.26	17,884.63	0	0		0		0	
8	4	Project Manager	19.00	mo	173.20	88.75	15,371.50	3,291	292,059		0	15,371.50	292,059	
9	5	Assistant Project Manager	21.00	mo	173.20	71.57	12,395.11	3,637	260,297		0	12,395.11	260,297	
10	6	General Superintendent	2.10	mo	173.20	127.93	22,157.12	364	46,530		0	22,157.12	46,530	
11	7	Sr. Superintendent	0.00	mo	173.20	109.54	18,972.03	0	0		0		0	
12	8	Superintendent	21.00	mo	173.20	88.75	15,371.50	3,637	322,802		0	15,371.50	322,802	
13	9	Assistant Superintendent	10.50	mo	173.20	63.96	11,078.56	1,819	116,325		0	11,078.56	116,325	
14	10	Project Engineer	19.00	mo	173.20	55.17	9,555.26	3,291	181,550		0	9,555.26	181,550	
15	11	Field Engineer	19.00	mo	173.20	55.17	9,555.26	3,291	181,550		0	9,555.26	181,550	
16	12	Sr. Administrative Asst.	0.00	mo	173.20	63.69	11,031.11	0	0		0		0	
17	13	Admin Asst./Operations Coordinator	5.25	mo	173.20	63.69	11,031.11	909	57,913		0	11,031.11	57,913	
18	14	Project Accountant	4.20	mo	173.20	70.45	12,201.94	727	51,248		0	12,201.94	51,248	
19	15	Safety Manager	1.90	mo	173.20	94.07	16,292.92	329	30,957		0	16,292.92	30,957	
20	16	Scheduler	0.95	mo	173.20	82.00	14,202.40	165	13,492		0	14,202.40	13,492	
21	17	BIM Department	0.00	mo	173.20	73.96	12,809.87	0	0		0		0	
22	18	Quality Control	0.00	mo	173.20	116.22	20,129.30	0	0		0		0	
23	19	Estimator (during construction)	0.00	mo	173.20	93.28	16,156.10	0	0		0		0	
24	20	Clerical	0.00	mo	173.20	46.39	8,034.75	0	0		0		0	
25		Staffing Check	OK											
26		Total Months of Staff	127.60	mo								0.00	0	
27		Raise Premium 2nd Year	1.00	sum					39,423			39,423.02	39,423	
28		Raise Premium 3rd Year	1.00	sum					6,713			6,712.83	6,713	
29		Project Staffing Support Costs											0	\$157,878
30		Vehicles	77	mo	0.00	0.00	0.00	0	0	1,200.00	92,760	1,200.00	92,760	
31		Fuel	77	mo	0.00	0.00	0.00	0	0	500.00	38,650	500.00	38,650	
32		Phones	115	mo	0.00	40.00	0.00	0	0	125.00	14,413	125.00	14,413	
33		Computers for Staff	121	mo	0.00	40.00	0.00	0	0	100.00	12,055	100.00	12,055	
34		Travel expense		wk			0.00	0	0	300.00	0		0	
35		Lodging & meals		wk			0.00	0	0	500.00	0		0	
36														
37														
38		TOTAL GENERAL CONDITIONS						22,100	1,684,635		157,878		1,842,513	

Northwest Community Park GMP 1D
St. John's County
GENERAL REQUIREMENTS



573 dy
82 wk
19 mo

96-24-008.2

10/25/2025

LINE				MH/	BASE		TOTAL	LABOR	MAT'L INCL.	MAT'L		SUBS	UNIT	TOTALS	COMMENTS
ITEM	DESCRIPTION	QTY	UNIT	UNIT	RATE	U/P	MH	AMOUNT	TAX U/P	AMOUNT	U/P	AMOUNT	PRICE		
1															
2															
3	Project Documentation														\$53,450
4	Project signs + Fire Signage (no fire sub)	2	ea		40.00	0.00	0	0	1,500.00	3,000		0	1,500.00	3,000	
5	Informational signage	1	ls		40.00	0.00	0	0	750.00	750		0	750.00	750	
6	Preconstruction audio-visual documentation		ls		40.00	0.00	0	0		0	1,500.00	0		0	
7	Photographs (Monthly - progress)	16	mo		40.00	0.00	0	0	200.00	3,200		0	200.00	3,200	
8	Photographs (Final project - professional)	1	ls		40.00	0.00	0	0	2,500.00	2,500		0	2,500.00	2,500	
9	Independent CPM scheduling services		mo		40.00	0.00	0	0		0	250.00	0		0	
10	Independent testing services	1	ls		40.00	0.00	0	0		0	5,000.00	5,000	5,000.00	5,000	
11	Design services (CADD)		ls		40.00	0.00	0	0		0		0		0	
12	Plan & specification reproduction cost	1	ls		40.00	0.00	0	0	2,000.00	2,000		0	2,000.00	2,000	
13	Surveyor services	20	days		40.00	0.00	0	0		0	1,600.00	32,000	1,600.00	32,000	
14	Ground penetrating radar	2	days		40.00	0.00	0	0		0	2,500.00	5,000	2,500.00	5,000	
15	Extensive GPR surveys are required - \$4,500 / acre				40.00	0.00	0	0		0	0.00	0		0	
16	SWPPP maintenance - Initial setup	1	sum		40.00	0.00	0	0		0	1,500.00	1,500	1,500.00	1,500	
17	SWPPP maintenance	19	mo		40.00	0.00	0	0		0	500.00	9,500	500.00	9,500	
18	Drone deploy		mo		40.00	0.00	0	0	0.00	0	480.00	0		0	One day per month - Deleted per 10/01/2025 Owner meeting
19					40.00	0.00	0	0	0.00	0		0		0	
20	Trailer Facilities				40.00	0.00	0	0	0.00	0		0		0	
21	Trailer rates vary by region - check for current rates in your area				40.00	0.00	0	0	0.00	0		0		0	\$279,340
22	Field office - W/S - rent (see comments for rates) state size	19	mo		40.00	0.00	0	0	3,000.00	57,000		0	3,000.00	57,000	
23	Field office - set up & remove	1	ea		40.00	0.00	0	0		0	23,000.00	23,000	23,000.00	23,000	
24	Field office supplies	19	mo		40.00	0.00	0	0	300.00	5,700		0	300.00	5,700	
25	Production planning start-up kits	1	ea	16.00	40.00	640.00	16	640	1,000.00	1,000		0	1,640.00	1,640	
26	Field office cleaning		mo		40.00	0.00	0	0		0	250.00	0		0	Deleted per 10/01/2025 Owner meeting
27	Mail & courier costs	19	mo		40.00	0.00	0	0	250.00	4,750		0	250.00	4,750	
28	Data / Cable - install & remove temp system - W/S	1	ls		40.00	0.00	0	0		0	2,000.00	2,000	2,000.00	2,000	
29	Data / Cable - monthly charges - W/S	19	mo		40.00	0.00	0	0	0.00	0	300.00	5,700	300.00	5,700	
30	Field office furnishings & equipment - purchase	1	ls		40.00	0.00	0	0		0		0	0.00	0	
31	Field office furnishings - rental		mo		40.00	0.00	0	0	500.00	0		0		0	Deleted per 10/01/2025 Owner meeting
32	Copier/Printer/Scanner for trailer - includes maintenance	19	mo		40.00	0.00	0	0	525.00	9,975		0	525.00	9,975	
33	Temporary sewage holding tanks - 500 Gal.	19	mo		40.00	0.00	0	0	550.00	10,450		0	550.00	10,450	
34	Tie into sanitary line if available		ls		40.00	0.00	0	0	2,500.00	0		0		0	
35	Non potable watre supply tank w/pump	1	ls		40.00	0.00	0	0	1,500.00	1,500		0	1,500.00	1,500	
36	Storage & tool trailers	19	mo		40.00	0.00	0	0	225.00	4,275		0	225.00	4,275	
37	Storage & tool trailers - set up & remove	1	ea		40.00	0.00	0	0	500.00	500		0	500.00	500	
38	Bottled water for the management personnel	19	mo		40.00	0.00	0	0	150.00	2,850		0	150.00	2,850	
39	Generators - 10,000 watts - to run trailers if power is not available	12	mo		40.00	0.00	0	0	2,500.00	30,000		0	2,500.00	30,000	2 each
40	Generators - fuel	12	mo		40.00	0.00	0	0	10,000.00	120,000		0	10,000.00	120,000	Based on School PP
41					40.00	0.00	0	0	0.00	0		0		0	
42	Temporary Facilities for Construction				40.00	0.00	0	0	0.00	0		0		0	\$86,750
43	Water - install & remove temporary system	1	ls		40.00	0.00	0	0	10,000.00	10,000		0	10,000.00	10,000	
44	Water - temporary meter installation if required	1	ls		40.00	0.00	0	0	500.00	500		0	500.00	500	
45	Water for construction	19	mo		40.00	0.00	0	0	250.00	4,750		0	250.00	4,750	
46	Electric - install/remove temp system	1	ls		40.00	0.00	0	0	3,500.00	3,500		0	3,500.00	3,500	
47	Electric - temporary meter installation if required	1	ls		40.00	0.00	0	0	2,500.00	2,500		0	2,500.00	2,500	
48	Electric - monthly charges	19	mo		40.00	0.00	0	0	500.00	9,500		0	500.00	9,500	
49	Temporary lighting	6	ea		40.00	0.00	0	0	1,000.00	6,000		0	1,000.00	6,000	
50	Temporary toilets (1 / 10 tradesmen)	19	mo		40.00	0.00	0	0	2,000.00	38,000		0	2,000.00	38,000	Based on 10 toilets
51	Temporary parking for tradesmen	0	sf		40.00	0.00	0	0		0	1.50	0		0	
52	Temporary roadway	0	sf		40.00	0.00	0	0		0	1.50	0		0	
53	Temporary roadway - maintain	12	mo		40.00	0.00	0	0		0	1,000.00	12,000	1,000.00	12,000	
54	Dust control (water truck)		mo		40.00	0.00	0	0	2,500.00	0		0		0	
55	Temporary housing for staff		mo		40.00	0.00	0	0	3,000.00	0		0		0	
56					40.00	0.00	0	0				0		0	
57	Construction Equipment & Tools				40.00	0.00	0	0				0		0	\$87,720
58	Small tools & supplies	19	mo		40.00	0.00	0	0	500.00	9,500		0	500.00	9,500	
59	Forklift, air compressor, welding rental		mo		40.00	0.00	0	0	3,500.00	0		0		0	
60	Operators for crane, forklift, air compressor, welding rental	0	hours		40.00	0.00	0	0		0		0		0	
61	Man & material hoist		mo		40.00	0.00	0	0		0	18,000.00	0		0	
62	Delivery, set up, foundation, take down, remove Hoist		ls		40.00	0.00	0	0		0	15,000.00	0		0	
63	Man & material hoist operator	0	mo		40.00	0.00	0	0		0		0		0	
64	Elevator operator		mo		40.00	0.00	0	0		0		0		0	
65	Concrete saw cutting		mo		40.00	0.00	0	0		0		0		0	
66	Forklift (x1)	6	mo		40.00	0.00	0	0		0	4,200.00	25,200	4,200.00	25,200	
67	Forklift fuel (x1)	6	mo		40.00	0.00	0	0	500.00	3,000		0	500.00	3,000	
68	Forklift operator (x1)	6	mo	173.00	40.00	6,920.00	1,038	41,520		0		0	6,920.00	41,520	

Northwest Community Park GMP 1D
St. John's County
GENERAL REQUIREMENTS



573 dy
82 wk
19 mo

96-24-008.2 10/25/2025

LINE				MH/	BASE		TOTAL	LABOR	MAT'L INCL.	MAT'L		SUBS	UNIT	TOTALS	COMMENTS
ITEM	DESCRIPTION	QTY	UNIT	UNIT	RATE	U/P	MH	AMOUNT	TAX U/P	AMOUNT	U/P	AMOUNT	PRICE		
69	Employee transportation (bus)		mo		40.00	0.00	0	0		0		0		0	
70	Site vehicle - Pick-up/Gator		mo		40.00	0.00	0	0		0	900.00	0		0	Deleted per 10/01/2025 Owner meeting
71	Fuel, oil & grease		mo		40.00	0.00	0	0		0	1,000.00	0		0	Deleted per 10/01/2025 Owner meeting
72	Water Buffalo (water storage tank)	12	mo		40.00	0.00	0	0		0	500.00	6,000	500.00	6,000	
73	Equipment maintenance		ls		40.00	0.00	0	0		0		0		0	
74	Temporary cooling equipment		mo		40.00	0.00	0	0		0		0		0	
75	Fill Splashpad 1,000 gal tank	1	ea		40.00	0.00	0	0		0	2,500.00	2,500	2,500.00	2,500	
76	Dust partitions		sf		40.00	0.00	0	0		0		0		0	
77	Temporary weather protection		sf		40.00	0.00	0	0		0		0		0	
78	Access roads around site - if required		sf		40.00	0.00	0	0		0	1.50	0		0	
79	Crane pads/paths		sf		40.00	0.00	0	0		0	1.50	0		0	
80					40.00	0.00	0	0		0		0		0	
81	Safety & Security				40.00	0.00	0	0		0		0		0	\$118,918
82	Overhead Sentinel at site entry - warns operators of overhead power lines	1	sum		40.00	0.00	0	0	1,500.00	1,500	0.00	0	1,500.00	1,500	
83	Construction fencing for 6 mths	2,600	ft		40.00	0.00	0	0		0	8.00	20,800	8.00	20,800	Deleted splash pad fence per 10/01/2025 Owner meeting
84	Gates	2	ea		40.00	0.00	0	0		0	450.00	900	450.00	900	
85	Construction fencing windscreen (if required)		ft		40.00	0.00	0	0		0	3.29	0		0	Deleted per 10/01/2025 Owner meeting
86	Construction entrance fods	1	ea		40.00	0.00	0	0		0	3,500.00	3,500	3,500.00	3,500	
87	Safety meetings		mo		40.00	0.00	0	0	200.00	0		0		0	
88	Safety devices & trench barricades	19	mo		40.00	0.00	0	0	300.00	5,700		0	300.00	5,700	
89	Security guard		hours		40.00	0.00	0	0		0	20.00	0		0	
90	Preventative medicine		ls		40.00	0.00	0	0		0		0		0	
91	Safety award pay		ls		40.00	0.00	0	0	1,500.00	0		0		0	
92	Clean-up throughout duration of project	82	wk	8.00	40.00	320.00	656	26,240	10.00	820		0	330.00	27,060	Reduced per 10/01/2025 Owner meeting
93	Clean-up at end of project - Final Cleaning (Buildings)	12,215	sf		40.00	0.00	0	0		0	0.50	6,108	0.50	6,108	
94	Clean-up at end of project - Final Cleaning (Site)	1	ls		40.00	0.00	0	0	0.00	0	10,000.00	10,000	10,000.00	10,000	Includes pressure washing
95	Dumpsters: (dumpsters only, cleanup labor calculated above)				40.00	0.00	0	0	0.00	0		0		0	
96	Dumpsters during sitework	16	pulls		40.00	40.00	0	0	550.00	8,800		0	550.00	8,800	1.0 per mo
97	Dumpsters during structure	20	pulls		40.00	80.00	0	0	550.00	11,000		0	550.00	11,000	2.0 per mo
98	Dumpsters during enclosure	9	pulls		40.00	120.00	0	0	550.00	4,950		0	550.00	4,950	3.0 per mo
99	Dumpsters during finishes	30	pulls		40.00	240.00	0	0	550.00	16,500		0	550.00	16,500	6.0 per mo
100	Dumpsters during punch out	2	pulls		40.00	80.00	0	0	550.00	1,100		0	550.00	1,100	2.0 per mo
101	Barricades		ft		40.00	0.00	0	0	10.00	0		0		0	
102	Temporary handrail/guardrail		ft	0.10	40.00	4.00	0	0	5.00	0		0		0	
103	Temporary roof opening protection		ea	2.00	40.00	80.00	0	0	250.00	0		0		0	
104	Temporary ladders & stairs		ea		40.00	0.00	0	0		0		0		0	
105	Stair towers - if required		mo		40.00	0.00	0	0		0		0		0	
106	Fire extinguishers (1 / 3,000 sf)	20	ea		40.00	0.00	0	0	125.00	2,500		0	125.00	2,500	
107					40.00	0.00	0	0	0.00	0		0		0	
108	Project Start Up				40.00	0.00	0	0	0.00	0		0		0	\$15,909
109	Start up electric consumption charges	12,215	sf		40.00	0.00	0	0	0.32	3,909		0	0.32	3,909	
110	Additional labor for 24/7 start-up		ls		40.00	0.00	0	0		0		0		0	
111	As-built drawings - per specs - multiple colored - one set	1	ls		40.00	0.00	0	0		0	1,000.00	1,000	1,000.00	1,000	
112	Operation & maintenance manuals	1	ls		40.00	0.00	0	0		0	1,000.00	1,000	1,000.00	1,000	
113	Final site survey	1	ea		40.00	0.00	0	0		0	10,000.00	10,000	10,000.00	10,000	
114															
115	TOTAL GENERAL REQUIREMENTS						1,710	68,400		403,479		182,708		\$654,586	

Section 4
Preliminary Project Schedule





ST. JOHNS COUNTY PARKS
PRELIMINARY PROJECT SCHEDULE

Project ID: PS-270-NW 9.19.25
19-Sep-25

Activity ID	Activity Name	Orig Dur	REM DUR	Start	Finish	2025												2026												2027																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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Actual Work Critical Remaining Work
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Activity ID		Activity Name	Orig Dur	REM DUR	Start	Finish	25						2026												2027												28																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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Section 5
Proposed Subcontractors & Subcontractor Bid Backup



St .Johns County
Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park – GMP 1D

Section 5
Proposed Subcontractors

Scope of Work	Proposed Subcontractor
Concrete	BNG Construction
Masonry	Pyramid Masonry
Structural Steel	Industrial Steel
Light Gauge Metal Trusses	United Structures
Dampproofing & Waterproofing	Central Florida Waterproofing
Thermal and Moisture Protection	Tailored Foam
Siding & Stucco	Bradleigh Applications
Roofing	P&A Roofing
Doors, Frames & Hardware (Materials)	Unified
Doors, Frames & Hardware (Installation)	John Robinson
Overhead Doors	American Overhead Doors
Glass & Glazing	Pitts Glass
Drywall and Acoustical Ceilings	AW Baylor
Flooring	Certified Finishes
Painting	Weston Coatings
Specialties	Architectural Building Specialties
Metal Lockers	Southern Storage
Protective Covers	USA Shade
Exterior Shutters	White Sign Co.
Operable Partitions	Deleted per V.M. #3
Playground Equipment	REP Services
Appliances	WSI (OF/CI per Owner Direction)
Site Furnishings	OF/OI
Casework	Barfield Group
Splash Pad	Oak Wells Aquatics
Fountains	Cascade Fountains (Changed per V.M. #19)
Bleachers	Southeast Seating (Changed per V.M. #8)
Plumbing	Touchton Plumbing
HVAC	AC General
Electrical	Owen Electric
Sports Lighting (Materials)	Musco
Sports Lighting (Installation)	M Gay
Sitework	VJ Usina
Athletic Fields	Florida Carter Corp.
Dugouts	Sportsfield Specialties
Athletic Courts	Nidy Sports
Fencing	All-Rite
Landscaping & Irrigation	Yellowstone

Please see Appendix A for a copy of each subcontractor quote received.

Section 6
Proposed Owner Direct Purchases



Wharton-Smith, Inc.
CONSTRUCTION GROUP

St .Johns County
Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park – GMP 1D

Section 6
Proposed Owner Direct Purchases

Proposed Subcontractor	Proposed ODP
BNG Construction	88,000
Pyramid Masonry	102,600
Industrial Steel	500
United Structures	21,550
Central Florida Waterproofing	12,240
Tailored Foam	0
Bradleigh Applications	71,000
P&A Roofing	82,500
Unified Door & Hardware	119,100
American Overhead Door	7,921
Pitts Glass	23,500
A.W. Baylor	104,230
Certified Finishes	40,000
Weston Coatings	15,000
Architectural Building Supplies	35,000
Southern Storage	2,530
USA Shade (Fabric Shade Structures)	195,869
Rep Services	130,427
Barfield Group	0
Oak Wells Aquatics	0
Cascade Fountains	0
Southeastern Seating	0
Touchton Plumbing	79,720
AC General	154,833
Owen Electric	400,000
Musco	580,000
VJ Usina	885,114
Florida Carter	440,460
Sportsfield Specialties	230,000
Nidy Sports Construction	49,000
All-Rite Fence	195,000
Yellowstone Landscaping	271,627
Total Estimated ODP	4,337,721

Section 7
Risk Register



St. Johns County										Date: 8/14/2025	
Project: Northeast Community Park											
Risk Identification			Risk Assessment		Risk Control Measures		Risk Allocation				
ID No.	Risk Issue	Risk Type	Potential Cost Impact	Probability (0-100%)	Risk Mitigation Strategy	Control Measures in GMP Scope	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
1	Weather Delays	Adverse Weather	\$50,000	75%	Provide for reasonable float in schedule, create emergency response plan.	Provide allowance or contingency as necessary	\$37,500	\$0	\$37,500	\$0	
2	Building Permit Review Delays	Permitting	\$30,000	100%	Track closely and coordinate with the SJC Management and Building Department.	Provide allowance or contingency as necessary	\$30,000	\$0	\$30,000	\$0	
3	USACE Permit Issuace Delays	Permitting	\$30,000	95%	Track closely and coordinate with the SJC Management and Building Department.	Provide allowance or contingency as necessary	\$28,500	\$0	\$28,500	\$0	
4	Design Changes by Owner/Designer - Scope Creep	Design	\$150,000	75%	Early identification, timely decisions, constant communication and coordination with SJC, Architect and Engineers.	Provide allowance or contingency as necessary	\$112,500	\$0	\$112,500	\$0	
5	Unanticipated Design Requirements After GMP	Design	\$50,000	75%	Ensure code requirements are met for AHJ and ADA by design team. Constant communication and coordination with SJC, Architect and Engineers.	Provide allowance or contingency as necessary	\$37,500	\$0	\$37,500	\$0	
6	Unforeseen Utility Conflicts / Issues	Unknown Site Conditions	\$20,000	35%	Perform Subsurface Utility Exploration (SUE) where possible. GPR	Provide allowance or contingency as necessary	\$7,000	\$0	\$7,000	\$0	
7	Coordination of unidentified owner furnished equipment, furniture, and / or fixtures	Other Project Stakeholders	\$20,000	50%	Early coordination with SJC Purchasing & IT department, maintenance team, and end users.	Provide allowance or contingency as necessary	\$10,000	\$0	\$10,000	\$0	
8	Unseasonable High Water Table	Unknown Site Conditions	\$50,000	50%	Additional water pumping and equipment as necessary for dewatering conditions.	Provide allowance or contingency as necessary	\$25,000	\$0	\$25,000	\$0	
9	Unforeseen Procurement Impacts/Escalation/Material Tariffs	Procurement	\$100,000	50%	Identify and monitor issues relating to material impacts and or tariff situations. Expedite the schedule, start of construction for each site, and issuance of subcontracts such that materials and potential ODP's are secured quickly with bulk buying power .	Provide allowance or contingency as necessary	\$50,000	\$0	\$50,000	\$0	
10	Potential import fill trucking limitations	Construction Schedule	\$25,000	50%	Identification of school requirements and impacts to existing operations	Provide allowance or contingency as necessary	\$12,500	\$0	\$12,500	\$0	
Div 01 - General Requirements	Independent Testing Allowance	Allowance	\$10,000	100%	Allowance for cost associated with materials testing	Provide allowance or contingency as necessary	\$10,000	\$0	\$10,000	\$0	
Div 01 - General Requirements	Electrical Power - FPL	Allowance	\$40,000	100%	Allowance for cost associated with Temp to Permanent Power and initial start up per FPL requirements.	Provide allowance or contingency as necessary	\$40,000	\$0	\$40,000	\$0	
Div 31 - Earthwork	Unforeseen Subsurface Conditions & Existing Soil Conditions / Percolation	Undefined Scope	\$100,000	20%	Contingency - Possible remediation to yet unknown fill soil consistency. Will require monitoring / feedback from field installers and earthwork subcontractor.	Provide allowance or contingency as necessary	\$20,000	\$0	\$20,000	\$0	
			\$675,000				\$420,500	\$0	\$420,500	\$0	

Section 8
Exhibit "B" Construction Manager's Key Personnel



RFQ NO: 1530; Construction Manager at Risk Services for Multiple Parks

**Northwest Community Park – GMP 1D
Exhibit B – Key Personnel**

Job Classifications	Wharton-Smith, Inc. Personnel
Project Executive	Stephanie Farmer
General Superintendent	Tim Moore
Senior Safety Manager	Doel Antommarchi
Project Manager	Barbara Duval
Asst. Project Manager	Max Stephens
Superintendent	John Peterson
Superintendent	Benjamin Bower
Operation Coordinator	Denise Hatton

Section 9
Estimate Summary – Schedule of Values



Northwest Community Park GMP 1D
St. John's County
ESTIMATING WORKSHEET SUMMARY



96-24-008.2

10/27/2025

LINE	Spec	DESCRIPTION		TOTAL	COMMENTS
1		Direct Costs			
2	030000	Cast in place concrete		740,511	Value Management deduct included on Summary Line 37
3	040000	Masonry		452,014	
4	050000	Structural Steel		283,917	
5	053000	Light Gauge Metal Trusses		350,877	
6	060000	Structural Wood (N/A)		0	
7	071000	Dampproofing, Waterproofing & Sealants		203,783	
8	072100	Thermal and Moisture Protection		45,309	
9	074000	Siding/Stucco		279,097	
10	075000	Roofing		672,438	Value Management deduct included on Summary Line 37
11	081000	Doors, Frames & Hardware		144,737	
12	083323	Overhead Doors		14,464	
13	085000	Windows		213,759	Value Management deduct included on Summary Line 37
14	092000	Drywall & Acoustical Ceilings		457,981	
15	096000	Flooring		96,977	
16	099000	Painting		125,009	
17	102000	Specialties		133,484	
18	105100	Metal Lockers		3,431	
19	107300	Protective Covers		253,660	
20	10900	Operable Partitions		32,350	Value Management deduct included on Summary Line 37
21	110000	Playground Equipment		423,199	Value Management deduct included on Summary Line 37
22	114100	Appliances (OF/CI per 10/01/2025 per Owner comment)		867	Installation only per 10/01/2025 Owner comment
23	116800	Athletic Equipment (See Div. 32)		0	See Div. 32 Athletic and Recreational Surfacing
24	120000	Site Furnishings (OF/OI)		0	By Owner per Procurement Matrix
25	123000	Casework		211,066	
26	131100	Splash Pads		670,273	
27	131200	Fountains		46,851	Value Management deduct included on Summary Line 37
28	133416	Bleachers		88,150	Value Management deduct included on Summary Line 37
29	220000	Plumbing		438,588	
30	230000	HVAC		645,192	
31	260000	Electrical		3,407,291	Value Management deduct included on Summary Line 37
32	310000A	Earthwork (Import fill - NIC)		0	Procured under separate contract
33	310000B	Sitework, Utilities & Paving		6,450,127	Value Management deduct included on Summary Line 37
34	321800	Athletic and Recreational Surfacing		1,997,668	Value Management deduct included on Summary Line 37
35	323113	Fencing		611,388	
36	329300	Landscaping & Irrigation		471,517	Value Management add included on Summary Line 37
37		Value Management Savings		(929,237)	See attached Value Management Details
38		TOTAL DIRECT COSTS		19,036,736	
39		Indirect Costs			
40		General Conditions		1,842,513	
41		General Requirements		654,586	
42		A/E Design & C/A Fees		by Owner	
43		BIM Services		0	per Owner Request
44		IT Software	0.21%	49,993	
45		General Liability Insurance	1.11%	264,250	
46		Builder's Risk Insurance	1.22%	289,723	Standalone Custom BR Policy
47		Permits			by Owner
48		P&P Bond	0.55%	131,882	
49		SUBTOTAL		22,269,683	
50		Construction Contingency	2.00%	445,394	per Owner Request
51		Owner Contingency	0.00%	0	
52		Subtotal		22,715,076	
53					
54		Fee	4.90%	1,091,214	
55		Guaranteed Maximum Price (1D) Prior to V.E. Deducts		25,140,433	
56		Guaranteed Maximum Price (1D) Including Owner Directed changes and VE Deducts		23,806,291	
57		Entrance Road (Including indirect costs; Included in GMP)		2,094,920	
58		ODP Total		4,337,721	

Section 10
Alternates



Wharton-Smith, Inc.
CONSTRUCTION GROUP

St .Johns County
Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park – GMP 1D

Section 10
Alternates

None

Section 11
Unit Prices and Allowances



St .Johns County
Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park – GMP 1D

Section 11
Unit Prices and Allowances

Unit Prices

Item	Description	Amount
Unit Price #1	Unsuitable soil removal/replacement with imported fill (per CY)	\$30.36
Unit Price #2	Wharton-Smith Self-performing labor rates: Foreman Crew member	\$70.00/HR \$50.00/HR

Allowances
Included in GMP

Item	Description	Amount
Allowance #1	Operable partition supports (Deleted per V.M. #3)	\$12,000
Allowance #2	Wood door touchup at end of project	\$2,500
Allowance #3	Flagpole	\$8,500
Allowance #4	Access Control/Video Surveillance (Deleted per Owner direction)	\$75,000

Section 12
GMP Acceptance Period



Wharton-Smith, Inc.
CONSTRUCTION GROUP

St .Johns County
Construction Manager at Risk Agreement Between St. Johns County and Construction Manager
Construction Manager Agreement No.: 24-MCA-WHA-19753 - Multiple Parks
Northwest Community Park – GMP 1D

Section 12
GMP Acceptance Period

GMP 1d for the Northwest Community Park is valid for 60 days after the bid date upon Owner acceptance of the GMP.



**CONSTRUCTION MANAGER AT RISK
AGREEMENT BETWEEN
ST. JOHNS COUNTY AND CONSTRUCTION MANAGER**

Construction Manager Agreement No: 24-MCA-WHA-19753

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This Construction Manager Agreement ("Contract") is made this 9th day of May, 2024 (the "Effective Date") by and between **St. Johns County** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **Wharton-Smith, Inc.** ("Construction Manager"), a company authorized to do business in the State of Florida, with its principal offices located at: 750 Monroe Road, Sanford, FL 32771, Phone: (407) 416-3136, and E-mail: sfarmer@whartonsmith.com, for **RFQ NO: 1530; Construction Manager at Risk Services for Multiple Parks** hereinafter referred to as the "Project". When referenced together, the County and Construction Manager 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 shall govern the completion of the Work, and shall consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Notice to Proceed;
- c) The Construction Documents prepared by the Engineer and approved in writing by the County.;
- d) This Construction Manager Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Phase 1 Pre-Construction Services Proposal dated April 22, 2024
 - ii. Exhibit B – Key Personnel
- e) Field Orders signed by the County's Project Manager;
- f) Bonds and Insurance furnished by the Construction Manager; and
- g) RFQ Documents and RFQ Forms with all addenda thereto for RFQ No. 1530.

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 Construction Manager's submitted Proposal or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts or discrepancies among the Contract Documents, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the body of this Contract shall govern over Exhibits, 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 Construction Manager'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 Construction Manager.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Construction Manager 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 Construction Manager. Construction Manager 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 Construction Manager. Construction Manager shall not be held liable for reuse of Construction Manager's Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

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

1.1.6 Any and all Contract Documents shall remain the property of the County. Construction Manager 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. Construction Manager 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 Construction Manager and/or Construction Manager's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over 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 Allowance Item: An amount proposed by Construction Manager for inclusion into the Contract Price for prescribed items not specified in detail. The amount of any proposed Allowance Item shall be the maximum amount paid for the specified item, unless otherwise amended in accordance with the Contract Documents.

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

1.2.4 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.

1.2.5 Change Order: A document providing the written modification to a previously issued Contract, adjusting Contract Price, Scope of Work, or Contract Time.

1.2.6 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.

1.2.7 Construction Manager: A Supplier as defined under Florida Statute § 255.103, to whom a Construction Manager Contract is issued and who is responsible for representing the County's interests in all phases of the Project, and for the performance of the contract requirements.

1.2.8 Contract Price: The sum set forth in Article IV of this Contract and the GMP Amendment(s) shall constitute the Contract Price, as may be amended by Change Order or Amendment. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Construction Manager or any Subcontractor with respect to sales of goods purchased for the performance of the Work.

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

1.2.10 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.

1.2.11 Early Work: Work, such as site development and related activities, procurement of long lead materials/equipment, and any other advanced Work the Parties agree should be performed in advance of Phase 2, in order to avoid any material impacts to the critical path of the Project schedule. Early Work shall be agreed upon by the Parties, and incorporated into this Contract by GMP Amendment.

1.2.12 Engineer: The Engineer contracted by the County is Osborn Engineering, Inc, dba OSSPORTS.

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

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

1.2.15 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Construction Manager and the County, including acts of war, terrorist attacks, embargo, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, government requirement, civil or military authority, and other acts of God. However, market conditions, labor conditions, construction industry price trends, and similar matters such as financial distress or Construction Manager's inability to make a profit or avoid financial loss, which normally impact on the bidding process shall not be considered Force Majeure.

1.2.16 Guaranteed Maximum Price ("GMP"): The maximum amount, including, but not limited to, the Construction Manager Fee, Direct Labor Cost, and the Cost of the Work, that will be paid to the Construction Manager to fully complete construction of the Project or the portion of the Project to which the specific GMP pertains, as set forth on the executed GMP Amendment.

1.2.17 GMP Amendment. The document(s) that outline(s) the GMP for the Project or the portion of the Project to which the specific GMP pertains, as set forth therein. Upon execution, the GMP Amendment shall become part of the Contract Documents. It is anticipated that the Project will be completed in one or more portions comprising one or more of the /five parks included in the Work, and that multiple GMP Amendments will be executed under this Contract. Each GMP Amendment shall set forth the specific park(s) to which it pertains and set the GMP for that specific portion of the Work.

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

1.2.19 Notice to Proceed: Written notice(s) given by the County to Construction Manager authorizing the commencement of the Work and fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates. There may be one or more Notice(s) to Proceed issued, applicable to different stages and/or portions of the Work.

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

1.2.21 Project: The total undertaking to be accomplished for County by Consultants, Contractors, Construction Managers, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under this Contract is a part.

1.2.22 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.

1.2.23 Risk Register: A document that lists all potential risks to the Project, identified in order of severity of impact, including category and description of each risk, a calculation of likelihood, analysis of the risk, proposed mitigation of each potential risk, and ownership of the risk, which shall be utilized to assist with early identification and address of potential risks to the Project.

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

1.2.25 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Construction Manager or a Subcontractor, and material suppliers to illustrate some portion of the Work.

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

1.2.27 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.

1.2.28 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Construction Manager under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and

furnishing, installing, and incorporating all materials, equipment, deliverables, and other incidentals into such construction, all as required by the Contract Documents. The Work may constitute the whole or part of the Project including Phase 1 – Pre-Construction Services and Phase 2 – Construction Services.

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

1.3 Construction Manager's Continuing Duty

1.3.1 Construction Manager shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Submittals and shall provide written notice, within five (5) business days, to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Construction Manager 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 Construction Manager's compliance with the Contract. The County has provided to Construction Manager, documents for the Project, as exhibits to the RFQ Document. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONSTRUCTION MANAGER CONCERNING SUCH DOCUMENTS. By the execution hereof, Construction Manager acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be sufficient for proceeding with the Work under the Project, and that Construction Manager 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.

1.3.2 Construction Manager is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of Construction Manager and the County. Should Construction Manager have any questions concerning interpretation or clarification of the Contract Documents, Construction Manager shall submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Construction Manager within five (5) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The Project Manager will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Construction Manager files a written protest to the County's rendered determination within fourteen (14) calendar days of receipt thereof to the County's Purchasing Director. Construction Manager's protest shall state clearly and in detail the basis thereof. Failure by the Construction Manager to protest the Project Manager's rendered determination within fourteen (14) calendar days shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise. The Purchasing Director will consider Construction Manager's protest and render its decision thereon, in writing, within ten (10) calendar days. If Construction Manager does not agree with the Purchasing Director's decision, Construction Manager shall deliver written notice to that effect to the County within five (5) business days of receipt of the County's decision.

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

ARTICLE II. THE WORK

2.1 Project Description

2.1.1 The County requires Construction Manager at Risk ("Construction Manager") services for the new construction of four (4) regional parks and the expansion of one (1) existing park located within St. Johns County. The Construction Manager shall be responsible for the successful, timely, and economical completion of the construction and expansion of the parks. The Project shall be divided into two (2) phases for each park: Phase 1 for Pre-Construction Services, and Phase 2 for Construction Services. Below is a general description of the five (5) parks:

2.1.1.1 Northeast Community Park (Parcel ID: 0680500005): A 50-acre site located off Diego Plains Road, north of Nocatee Parkway. The planned project consists of Soft Ball Fields, Stadium Bleachers, Multipurpose Concession/Restroom/Storage Building, Batter's Cages, Walking Path, Soccer Field with Lighting, Pickleball Courts, Sand Volleyball Courts, Shade Structures, Picnic Pavilion Area, Community Building, Splash Pad, Pump

Track, Restroom Buildings, Mountain Bike Area, and Boardwalk. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.

- 2.1.1.2 Davis Park (Parcel ID: 0696300110): An existing 138-acre park site located at 210 Davis Park Road in Ponte Vedra. The planned project consists of converting the existing softball fields into baseball fields after the softball fields are complete at the Northeast Community Park. Other improvements to this park site may include; concessions, maintenance buildings, parking, convert existing field(s) to artificial turf, improve existing fields and other park improvements.
- 2.1.1.3 Central St. Johns Sportsplex (Parcel ID: 0103400000): A 40-acre site located at County Road 16A and Timberwolf Trail. The planned project consists of Multipurpose Synthetic Turf Fields, Natural Grass Playing Fields, Multipurpose Stadium with track, Stadium Bleachers, Concession, Restrooms, Maintenance Buildings and overlook. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.
- 2.1.1.4 Central Community Park (Parcel ID: 0103300040): A 10-acre site located at Timberwolf Trail adjacent to the new K-8 School NN. The planned project consists of Community Center with outdoor stage and court area, Multipurpose Field, Playground, Pickleball Courts, Basketball Courts, Shade Structure and Walking Path. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.
- 2.1.1.5 Northwest Community Park (Parcel ID: 0013300030): A 63-acre site located off of Greenbriar Rd west of Longleaf Pine Parkway. The planned project consists of Little League Baseball/Softball Field, Stadium Bleachers, Multipurpose Concession/Restroom/Storage Building, Batter's Cages, Playground, Pickleball Courts, Sand Volleyball Courts, Shade Structures, Community Center, Pavilion and Walking Trail. Also included are related drives, parking lot, site utilities, FF&E services and other park like amenities.

2.2 Phase 1 – Pre-Construction Services

2.2.1 Generally: Construction Manager shall perform such Pre-Construction Services to the level of completion required for Construction Manager to develop and submit GMP proposal(s) in accordance with **Exhibit "A"** for all five (5) parks, as set forth in Section 2.3 below. Phase 1 may also include Early Work when authorized by an approved GMP Amendment, signed by both Parties. Phase 1 will consist of assisting the County and the Engineer in developing an optimum, minimum risk and buildable design for the five (5) park projects in accordance with County Standards. The Construction Manager shall review the Engineer's design and contract documents to determine their adequacy and completeness for both bidding and construction of the Project. The review shall encompass information from the plans, technical specifications, appropriate special provisions and appendices and information gained by site inspections. The Construction Manager shall identify risks including conflicts, errors, omissions, and any construction requirements that could impact cost, schedule, or quality of the work. The Construction Manager shall make recommendations to improve the quality of all documents, provide written comments on the contract documents, and participate in review meetings as requested. Constructability comments resulting from this review will be provided to the County, who will be responsible for ensuring their resolution by the Engineer. The Construction Manager will offer recommendations and present a report on the overall constructability of the design. This report will highlight areas where construction documents may be ambiguous, incomplete, excessively restrictive, defective, or incorrect. Additionally, it will address design specifications not in compliance with codes and standards, as well as propose alternatives such as the use of alternative materials or methods of construction to achieve construction efficiencies. This is the final task that leads to the development of the GMP.

2.2.1.1 The Construction Manager shall be responsible for providing an evaluation of the County's Project, schedule and construction budget requirements, each in terms of the other. It is the responsibility of the Construction Manager to actively participate in the design process working with the County and Engineer in maintaining the Project construction budget and scope.

2.2.1.2 The Construction Manager shall employ the Key Personnel identified in **Exhibit "B"** who shall not be replaced and who shall remain on the Project until Completion of Phase 1 Services unless otherwise approved in writing by County.

2.2.2 Consultation and Review of Design Documents:

2.2.2.1 The Construction Manager shall schedule and conduct meetings with the County and County's Engineer to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the County and the Engineer on proposed site use and improvements, selection of materials, building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the County and

Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.2.2.2 Construction Manager shall review Engineer's designs during their development as to constructability, including without limitation bringing to the County's and Engineer's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the County and the Engineer. At a minimum, each such written report shall contain: (1) A description of the constructability issue with background information; (2) A summary of the Construction Manager's in-depth study/research; and, (3) Written recommendations for addressing the issue. Construction Manager shall provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, and ordinances, availability of materials and labor, time requirements for procurement, logistical considerations, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the County's design objectives.

2.2.2.3 The Construction Manager shall provide a thorough interdisciplinary coordination review of the Construction Drawings and Specifications submitted for review to the agency having jurisdiction for plan review and building permits, before final contracting with any Subcontractor. Review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated. Construction Manager shall not be entitled to any adjustment to the GMP(s) for coordination or errors or omissions in the Construction Drawings and Specifications which should have been identified by Construction Manager during Phase 1 in its capacity as an experienced and qualified Construction Manager.

2.2.2.4 The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed corrected, and any associated costs shall be included in the Final GMPs. Any outstanding ambiguous, confusing, conflicting and/or erroneous features not completely resolved by the submission deadline of the Final GMPs will be listed as assumptions for the County to review. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with Applicable Laws, but the Construction Manager shall promptly report to the Engineer and County any nonconformity discovered by or made known to the Construction Manager as a request for information.

2.2.2.5 It is incumbent upon the Construction Manager to advise the County and Engineer of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.2.3 Value Engineering:

2.2.3.1 During Phase 1, and at any other time requested by County or as otherwise appropriate, Construction Manager shall evaluate the design and obtain an understanding of the intent of the County and Engineer, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the County and Engineer. All recommendations shall be in writing and must be fully reviewed with and approved by the County and Engineer prior to implementation.

2.2.3.2 Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist the County and Engineer in achieving an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule and Phase 1 schedule.

2.2.4 Cost Estimates:

2.2.4.1 It is anticipated that the Project will be at sixty percent (60%) design at the time of execution of this Contract. Based on this design prepared by the Engineer, the Construction Manager shall prepare an initial Cost Estimate for the Project, using area, volume or similar conceptual estimating techniques for the County's review and approval. If the Engineer or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost estimates of those alternative materials and systems. The Cost Estimate must include estimated amounts for Direct Labor Cost, Cost of the Work, and Construction Manager Fee.

2.2.4.2 The Construction Manager shall prepare and update, as additionally requested by the County, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the County and Construction Manager agree on a park-specific GMP for the Construction Work. Such estimates shall be provided for the County's review and approval. The Construction Manager shall inform the County and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action. 2.2.4.3 Along with each Cost Estimate, Construction Manager shall also deliver an updated Project Schedule and report setting forth a summary of all of the Construction Manager's Phase 1 Services required by this 2.2 and 2.3 including, but not limited to identification of constructability issues, value engineering alternatives, recommendations for materials or equipment, identification of any errors, omissions or concerns regarding design documents.

2.2.4.4 All detail supporting the cost estimates shall be provided to County and Engineer, including, but not limited to Subcontractor and Supplier pricing, proposals and quotations. All documents, writings, materials, estimates, pricing, proposals, schedules, reports, and other materials prepared by Construction Manager during Preconstruction Services shall be the property of County and shall be delivered to County upon request.

2.2.5 Procurement of Subcontractors and Supplies: The Construction Manager shall develop Suppliers' interest in the Project. The Construction Manager shall prepare, for the County's acceptance, a procurement schedule for goods, materials, equipment and services that must be purchased for the Project in order to appropriately time the receipt and performance of such items in accordance with the Project schedule. The Construction Manager shall prepare competitive solicitations for all procurements of long lead materials and services, for sub-contracts and for site utilities. Such procurements shall be prepared in accordance with the following guideline:

2.2.5.1 Sub-contracts or sub-awards below \$250,000 must be procured with a solicitation to a minimum of three (3) Suppliers or Contractors. Construction Manager is responsible for documenting and communicating any clarifications, answers to questions, revisions or other information to the potential Suppliers or Contractors in order to ensure the best responses to each solicitation. The solicitations may be decided based upon lowest price or best value, in order to serve the best interest of the Project and the County. The responses to each solicitation must be tabulated and provided, with all backup and relevant correspondence, to the County for acceptance prior to award. Each sub-award must be confirmed by written contract or purchase order, between the Construction Manager and the Supplier defining the scope and quality of work to be provided.

2.2.5.2 Construction Manager shall be responsible for grouping and/or ungrouping goods and services for the purposes of procurement, in order to maximize the competitiveness of the solicitations issued. Construction Manager must obtain approval from the Project Manager and SJC Purchasing Department on the solicitation document(s) prior to procurement activities to ensure that the solicitations are acceptable to the County.

2.2.5.3 Sub-contracts or sub-awards exceeding \$250,000 must be procured with a solicitation to a minimum of five (5) Suppliers or Contractors. The solicitations must be sent via email notification to any and all potential Suppliers or Contractors, and must be provided to SJC Purchasing Department for additional broadcast. Construction Manager is responsible for documenting and communicating any clarifications, answers to questions, revisions or other information to the potential Suppliers or Contractors, simultaneously to preserve a fair solicitation process, in order to ensure the best responses to each solicitation. The solicitations may be decided based upon lowest price or best value, in order to serve the best interest of the Project and the County. Each sub-award must be confirmed by written contract or purchase order, between the Construction Manager and the Supplier defining the scope and quality of work to be provided.

2.2.5.4 Construction Manager will review the proposals they receive and determine whether or not submitted proposals meet all requirements for the project. Construction Manager is responsible for providing written justification, which must be submitted to the Project Manager and SJC Purchasing Department for approval, documenting the method of procurement and selection of a sub-contract or sub-award and how it benefits the Project and the County. If the proposal(s) received exceeds the proposed budget, schedule, or otherwise do not comply with project requirements, the Construction Manager is responsible for any necessary negotiations, or resolicitation of responses in order to accommodate the Project budget. In the event the best or lowest response to a solicitation is not within budget, and Construction Manager determines that it is in the best interest of the County to move forward with the sub-award, Construction Manager must provide written documentation attesting to such determination and must request Project Manager's approval to utilize Construction Contingency for the overrun, if necessary. The responses to each solicitation must be tabulated and provided, with all backup and relevant correspondence, to the County for acceptance prior to award. The sub-award must be confirmed by

written contract or purchase order, between the Construction Manager and the Supplier defining the scope, price, and quality of work to be provided.

2.3 Guaranteed Maximum Price Proposal

2.3.1 Construction Manager shall develop and submit one (1) or more initial GMP Proposal(s) to the Project Manager and SJC Purchasing Department no later than thirty (30) calendar days after the Drawings for each individual park are at (90%) design. The design documents for each park will be staggered, and the Construction Manager will initiate work toward an initial GMP Proposal(s) upon receiving the (90%) design for the specific park(s). Upon receipt of the initial GMP Proposal(s) for the specific park(s), the Construction Manager will have sixty (60) calendar days to finalize the GMP Proposal(s), using an open-book approach, for each park with or without (100%) design. The GMP Proposal(s) shall be subject to negotiation and acceptance by the County. The County is under no obligation to accept or approve any submitted GMP Proposal, and in its sole discretion, may withhold approval of any GMP Proposal as submitted or negotiated. The GMP Proposal(s) may be submitted individually, by park, or in group(s), based upon progress of the Design. If a GMP Proposal includes a group of parks, it must be itemized by park within the submitted GMP Proposal. The GMP proposal(s) shall include the sum of Construction Manager's estimate of the Direct Labor Cost and Cost of the Work, including a Construction Contingency, and the Construction Manager's Fee.

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

2.3.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager shall provide in the GMP proposal(s) for such further development consistent with the Contract Documents and reasonably inferable therefrom.

2.3.3 The Construction Manager shall include with GMP proposal(s) a written statement of its basis, which shall include the following:

- i. A list of the Drawings and Specifications, including all Addenda thereto; and
- ii. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP Proposal (including bonding and insurance cost); and
- iii. A statement of the estimated Direct Labor Cost and Cost of the Work organized by trade categories or systems, allowances, Construction Contingency, and the Construction Manager's Fee; and
- iv. The anticipated date of Substantial Completion upon which the proposed GMP is based which includes a Critical Path Schedule (CPM); and
- v. A list of proposed Subcontractors and corresponding procurement information; and
- vi. A list of proposed Owner Direct Purchases; and
- vii. A Risk Register; and
- viii. Submit Revised Exhibit "B", Construction Manager's Key Personnel designated for Phase 2 of the Project, including Construction Manager's Authorized Representative, if different than Phase 1; and
- ix. A schedule of values as described in Section 4.2; and
- x. A schedule of applicable alternate prices with an explanation as to the need and/or application of such alternate pricing and the potential benefit to the County; and
- xi. A schedule of unit prices and allowance items, provided however, that only such allowances as are agreed to by the County shall be included; and
- xii. The timeframe by which the GMP Proposal shall remain valid for consideration by the County.

2.3.5 The Construction Manager shall meet with the County and Engineer to review the GMP proposal(s). In the event that any inconsistencies or inaccuracies in the information presented in the GMP proposal, the County shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal(s), its basis, or both.

2.3.6 In the event that a GMP proposal exceeds the Project construction budget, the County reserves the right to direct the Construction Manager, and the Construction Manager shall be required to work in conjunction with the Engineer to redesign the Project as necessary to maintain the Project Program and meet the Project construction budget. After

consultation with the County, the Construction Manager shall coordinate and cooperate with the County and Engineer to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost.

2.3.7 If the Construction Manager's GMP Proposal is acceptable to the County, a GMP Amendment shall be drafted and submitted for approval by the St. Johns County Board of County Commissioners. The GMP Amendment(s) shall set forth the agreed upon GMP with the information and assumptions upon which it is based, the Contract Time, and must include a detailed Project schedule for the Work and submittal schedule required by the Contract Documents. Subject to additions or deductions by approved Change Order as provided in this Contract, Construction Manager shall certify in the GMP Amendment that the agreed GMP (i) contains sufficient amounts to perform all Work necessary for the Final Completion of the Project; and (ii) contains sufficient amounts to provide and construct any items or facilities that are not contained in the GMP Basis Documents but which are necessary for fully functional and operational Facilities that meet the requirements and criteria established for the Project. Construction Manager acknowledges and agrees that any and all Allowable and Reimbursable Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the County and shall not be a basis of any Change Order.

2.3.8 If approved by St. Johns County Board of County Commissioners, the County and Construction Manager shall execute the GMP Amendment(s) amending this Agreement. A Public Construction Bond on the County's standard forms shall be provided by the Construction Manager within five (5) business days of full execution of the GMP Amendment(s).

2.3.9 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of Phase 2, unless reimbursement for such costs is authorized via Amendment or Change Order as provided in this Contract.

2.3.10 The County shall authorize the Engineer to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the GMP Amendment(s). The County shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the County and Engineer of any inconsistencies between GMP Amendment(s) and the revised Drawings and Specifications.

2.3.11 The Construction Manager shall include in the GMP all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the GMP Amendment(s) are executed.

2.3.12 There shall be no authorization for commencement Phase 2 until such time as a GMP Amendment is executed. If a GMP Amendment is not executed for any reason, Construction Manager shall be entitled to payment for Work performed in Phase 1, but in no event shall be entitled to any additional compensation or damages including but not limited to lost profits or fee on Work not performed, additional GMP Proposal preparation costs not identified in Phase 1, consequential or other damages.

2.3.13 The GMP shall be based upon actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. The GMP will include an allowance within each Work package as determined by the Construction Manager and approved by the County when a maximum price for the Work package has not been determined at the time of the GMP. This allowance will be used as the maximum value for the specific line item and all remaining funds within the Work package will revert to the County after the price is determined through competitive bidding or final pricing by the Construction Manager. If an allowance is not included within the Work package, the agreed upon price is the maximum for that item.

2.3.14 Construction Manager's Fee. The Construction Manager's Fee shall be an amount equal to a negotiated percent of the sum of the Direct Labor Cost and Cost of the Work provided in the GMP Proposal(s) and included in the GMP Amendment. The Construction Manager's Fee established in the GMP Amendment shall be applied to approved Change Orders issued by the County. In the event however, that the cumulative adjustments to the Contract Price exceed fifteen percent (15%) of the original GMP, the Construction Manager's Fee shall be subject to renegotiation.

2.3.15 Construction Contingency. The GMP shall include a Construction Contingency which sum shall be established by the Construction Manager and the County and included in the GMP Amendment. Construction Contingency shall be used by Construction Manager to pay for miscellaneous Work items which are required to complete the Project including trade scope gaps, emergencies, incomplete design, overtime costs to maintain/accelerate the Project schedule due to unavoidable

delays (excludes acceleration requested by the County under an approved Change Order), unanticipated costs associated with unforeseen conditions that arise during construction, and other costs that were not known or reasonably foreseeable as of the effective date of this Contract (and not otherwise recoverable by bond or applicable insurance).

2.3.15.1 No increase in the Construction Contingency will be allowed once the GMP is established.

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

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

2.4 Off-Ramp

2.4.1 In the event the County determines that Construction Manager's submitted GMP Proposal(s) are not in the best interest of the County, the County may, in its sole discretion, elect to take the Off-Ramp, as defined herein. The Off-Ramp may be taken when the County formally rejects the GMP Proposal(s) submitted by Construction Manager, and terminates this Contract. A termination of this Contract under the Off-Ramp shall be for convenience, unless the Construction Manager otherwise defaults under the provisions of this Contract. In such event, Construction Manager acknowledges and agrees that the County's rejection of the submitted GMP Proposal(s) shall not entitle the Construction Manager to make any claim for damages, loss or profits or compensation of any kind, and all such claims are hereby waived and released by Construction Manager. County reserves the right to take the Off-Ramp for the full Project, or for any portion(s) of the Project, which are included in a GMP Proposal, which is rejected by the County.

2.5 Phase 2 Construction Services

2.5.1 Generally: Phase 2 shall consist of the completion of the procurement of all materials and equipment for the Project, completion of all construction services for the Project, and the provision of warranty services, all as further described in the Contract Documents. The Contract Price for Phase 2 will be set forth in the executed GMP Amendment(s). Once the Parties have agreed upon the Contract Price and the County has issued a GMP Amendment(s) and Notice to Proceed for Phase 2, Construction Manager shall commence with Phase 2.

2.5.2 Self-Performance: The Construction Manager shall not self-perform more than twenty-five percent (**25%**) of the Work, which must correspond to twenty-five percent (25%) of the overall value of the Contract Price for the Project. All work performed by Sub-Contractors shall be competitively procured by the Construction Manager as stated in Section 2.2.5. Self-performance will be compensated at the Direct Labor Cost and the Cost of the Work as stated in Paragraphs 4.1.4 and 4.1.5 and the Construction Manager fee as stated in Paragraph 4.1.6. Separate and/or additional markup is not allowed.

2.5.3 Sub-contractor Interfacing: The Construction Manager shall be the single point of interface with all sub-contractors for County and all of its agents and representatives including the Engineer. Construction Manager shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the County and Engineer of their validity and reasonableness, acting in County's best interest prior to requesting approval of each change order from County.

2.5.4 QA/QC Plan: Within ten (10) days of execution of this Contract, Construction Manager shall develop and establish, for the County's benefit, review and approval, a Quality Assurance/Quality Control Plan (QA/QC Plan) in order to ensure that the standards of construction called for in the Contract Documents are met. The QA/QC Plan shall address the processes, procedures and responsibilities for the identification, tracking and resolution of all non-conforming work. Construction Manager shall utilize the QA/QC Plan to monitor the Work and shall deliver to the County updates based upon the approved

QA/QC Plan. Construction Manager shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. Construction Manager shall coordinate and monitor all testing provided by others as required by all Contract Documents. Construction Manager shall keep an accurate record of all tests, inspections conducted, findings and test reports.

2.5.5 Superintendence and Supervision: The Construction Manager shall supervise and direct the Work using its best skill and attention. The Construction Manager shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract. All Work shall be performed by craftsmen skilled in the trades and application of materials involved. Construction Manager shall employ and maintain on the Project only competent personnel including during the progress of the Work a full-time competent English-speaking superintendent and any necessary assistants, all satisfactory to the County. The Construction Manager will submit a revised **Exhibit "B"** identifying Key Personnel who shall not be replaced and shall remain on the Project until Final Completion unless otherwise approved in writing by the County.

2.6 Labor and Materials

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

2.6.2 Construction Manager 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 Construction Manager under this Contract. In the event a person is removed from the Work, Construction Manager shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Construction Manager's sole expense.

2.6.3 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. Construction Manager will not perform Work on a Saturday, Sunday, or any legal holiday. Construction Manager 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.

2.6.4 In addition, when the Work requires by Florida Statute, Construction Manager 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.

2.7 Review of Technical Submittals

2.7.1 Construction Manager shall review the design, drawings, diagrams, specifications and other technical requirements ("Technical Submittals") in accordance with the Contract Documents and shall, within fourteen (14) calendar days, or other timeframe as mutually agreed, submit feedback from such reviews to the County. The County will review the Construction Manager feedback and indicate whether the Work may proceed, the Work may proceed subject to resolution of indicated comments, or the Work may not proceed.

2.7.2 The Construction Manager shall not be entitled to any extension of time or cost adjustment for any delay caused by the Construction Manager's failure to review Technical Submittals within the time frame set out above or within the time periods identified and agreed pursuant to Construction Manager's schedule. Construction Manager shall provide written notice to the County whenever the Work is likely to be delayed.

2.7.3 The County's review of Construction Manager's feedback on the Technical Submittal does not constitute acceptance or approval and does not relieve Construction Manager from full performance and compliance with all requirements of this Contract.

2.8 Project Sequencing/Arrangement

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

2.9 Payment of Costs

Except as otherwise expressly provided, Construction Manager 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 XIII, payments due to Subcontractor 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.

2.10 Reporting Requirements

2.10.1 The Construction Manager must establish a Project Management Information System ("PMIS") to collect, combine, and distribute information, which shall be accessible by the Project Manager, and other County Staff at all times throughout the duration of the Project. The reports and documents provided shall represent an accurate assessment of each current status of the Project and of the Work remaining to be accomplished. PMIS shall provide a sound basis for identifying variances and problems and for making management decisions. Construction Manager must update information in the PMIS on a weekly basis. The PMIS shall be described in terms of the following major subsystems:

- Narrative Reporting;
- Schedule Control;
- Project Accounting.

2.10.1.1 Narrative Reporting Subsystem: The Construction Manager shall prepare written Narrative reports to include the following:

- Monthly Executive Summary 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;
- Monthly Cost Narrative describing the current construction cost estimate status of the Project;
- Monthly Scheduling Narrative.

2.10.1.2 Schedules Control Subsystem: The Construction Manager shall submit a master Project schedule covering the planning and design approvals, construction and County occupancy of the Project. The master Project schedule shall be produced and updated no less than monthly throughout the Project. The schedule will follow the Critical Path Method (CPM) for identifying critical and non-critical task with the goal of preventing schedule problems and process bottlenecks.

2.10.1.3 Project Accounting Subsystem: The operation of this subsystem shall enable the County, and the Construction Manager to plan effectively and to monitor and control the funds available for the Project. These reports shall include:

- Costs Status Report presenting County's Construction Budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given portion of the Project. It shall show approved Change Orders for each Project which when added to the base commitment will become the total commitment. Pending Change Orders will also be shown to produce the total estimated probable cost to complete the Work.
- Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.10.2 Construction Services Daily Record. The Construction Manager shall keep a daily record of the Construction Services 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 are to be compiled and submitted monthly.

2.10.3 Upon completion of the Contract, the Construction Manager shall provide the County with an export of all relevant data stored within the PMIS utilized for the duration of the project. This provision encompasses but is not limited to

schedules, progress reports, budgetary information, procurement documents, supplier quotes, warranties, correspondence, and any other pertinent documentation related to the project's management. The data shall be exported in a readable and accessible format agreed upon by both Parties, which shall include, but not be limited to, the following formats:

- **Microsoft Suite Compatible Formats:** The Construction Manager shall export the data in formats compatible with Microsoft Suite applications, including but not limited to Microsoft Word (.docx), Microsoft Excel (.xlsx), and Microsoft PowerPoint (.pptx), to ensure seamless integration and usability within the Microsoft ecosystem.
- **CSV (Comma-Separated Values):** The Construction Manager shall provide the data in CSV format, allowing for easy manipulation and analysis in spreadsheet software such as Microsoft Excel or Google Sheets.
- **PDF (Portable Document Format):** The Construction Manager shall also provide the data in PDF format, ensuring the preservation of formatting and ease of viewing for documentation such as reports and schedules.
- **XML (Extensible Markup Language):** In addition, the Construction Manager shall export the data in XML format, facilitating interoperability and customization for further processing or integration with other systems.
- **JSON (JavaScript Object Notation):** The Construction Manager shall also provide the data in JSON format, which offers a lightweight and easily readable format suitable for various programming languages and data interchange.
- **JPEG (Joint Photographic Experts Group):** The Construction Manager shall include JPEG format for any graphical or image-based data, ensuring the preservation of visual information such as diagrams, charts, and photographs

The Construction Manager shall ensure that the exported data is complete, accurate, and consistent with the information stored within the PMIS throughout the Project's duration. The County reserves the right to request additional formats or modifications to the exported data, provided such requests are reasonable and feasible within the scope of the Project. Upon receipt of the exported data, the County shall have the unrestricted right to review, analyze, and utilize the information for any lawful purpose related to the Project, including but not limited to auditing, reporting, and future planning.

2.10.4 RedTeam is the PMIS the Construction Manager will use for this Contract. Construction Manager will ensure that RedTeam meets or exceeds the reporting requirements identified within this Section 2.10. In the event the Construction Manager seeks to change the PMIS utilized, the Construction Manager will notify the County at least sixty (60) days ahead of any such change, and provide any such information and/or documentation necessary to demonstrate that the intended PMIS system meets or exceeds the requirements set forth herein.

2.11 Management of the Jobsite

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

2.11.2 Construction Manager shall be responsible for providing security acceptable to the County, to protect the Jobsite and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.11.3 All damage or loss to any the County's property or the property of any third party, caused in whole or in part by the Construction Manager, any subcontractor, any sub-subcontractor or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Construction Manager at his sole cost and expense.

2.12 Project Meetings

2.12.1 Kick-off Meeting: Prior to the commencement of Phase 1, the Construction Manager shall attend a kick-off meeting with the County and Engineer to discuss Project status, expectations for collaboration and coordination, communication plan, issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals, review and approval turn-around times contained in the Project schedule, and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.12.2 Progress Review Meetings: During the Phase 1 and Phase 2, the Construction Manager shall attend regularly scheduled Progress Review Meetings convened by the County and Engineer with respect to the Project. Construction Manager shall have its subcontractors and suppliers attend all such meetings, upon onboarding, as may be directed by the County. The purpose of the Progress Review Meetings is to keep the County fully informed of all aspects of the Work, and

for reviewing the execution of plans, technical or financial concerns, progress status and scheduling of the Work, remedial actions, quality concerns, safety concerns, interfaces, and County and Construction Manager plans for resolving issues.

2.12.3 Pre-Construction: Prior to the commencement of Phase 2, the Construction Manager shall attend a pre-construction meeting with the County and Engineer to discuss the Project schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Construction Work. The Construction Manager shall conduct Pre-Construction meetings with subcontractors, vendors, and suppliers, addressing questions raised by them. Invitations will be extended to the County and the Engineer for each meeting. The quantity and scale of these meetings will be jointly determined by the Construction Manager in collaboration with the Engineer and the County. Following each meeting, the Construction Manager shall and is required to submit meeting minutes within 48 hours, outlining the discussions and any agreements reached.

2.13 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. Construction Manager 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 Construction Manager from the responsibility for any loss or damage to items.

2.14 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. Construction Manager shall take whatever steps necessary to provide such access.

2.15 Utilities

Construction Manager shall, at actual cost with no markup, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to perform the Work as required by the Contract Documents. If the scope of Work requires, Construction Manager 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.

2.16 Existing Utility Lines

2.16.1 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, Construction Manager 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.

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

2.17 Publicity and Advertising

2.17.1 Construction Manager 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.

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

2.18 County Furnished Items

2.18.1 The County shall furnish to Construction Manager, 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 Construction Manager 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.

2.18.2 Construction Manager shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Permits and fees to be paid at actual cost with no markup. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like relating to acquiring property required for construction.

2.18.3 The County shall furnish Construction Manager electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Construction Manager.

2.19 Direct Purchase Program

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

2.19.1.1 Construction Manager acknowledges that the County's target savings to be achieved by Direct Purchases is twenty-five percent (25%) of the total cost of this Contract. Construction Manager agrees to make its best professional effort to achieve the County's target savings through Direct Purchases. Should the County determine that the Construction Manager failed to obtain any tax savings that could have been achieved through Direct Purchases, and the County's target savings is not met, provided the County has not impaired the Construction Manager's ability to meet the target savings, then the County shall be entitled to recover from the Construction Manager, the amount of such missed tax savings.

2.19.1.2 For each direct purchase, the Construction Manager shall: (a) obtain a proposal from the intended Supplier, which must be submitted with the County's Terms and Conditions included, and provide a separate line item for sales tax; and (b) submit the proposal, scope of purchase, and any requirements which must be contemplated in the purchase to the SJC Purchasing Department. The Construction Manager shall be responsible for verifying the acceptance of deliveries, which includes the review of submittals, titles, and invoices prior to their submission to the County.

2.19.1.3 For each direct purchase, the County shall: (a) issue its purchase order directly to the Supplier for the supply of certain materials or equipment; (b) provide the Supplier with a copy of the County's Florida Consumer's Certificate of Exemption; (c) upon review and acceptance by the Construction Manager, make payment directly to the Supplier based on the Supplier's invoice which must be issued directly to the County; (d) take title to the tangible personal property from the Supplier at the time of purchase or delivery by the Supplier; (e) assume the risk of damage or loss at the time of purchase; and (f) issue a separate Certificate of Entitlement pursuant to the DOR Rule to each Supplier and to Construction Manager to confirm that the tangible personal property purchased from that Supplier will go into or become part of a public work. The County's purchase order shall be attached to each such Certificate of Entitlement. The Construction Manager shall provide County with a written list of all potential Direct Purchase Materials and any other information required by the County with respect to each direct purchase. The Construction Manager shall also provide the County with monthly reports pertaining to the "Direct Purchase Materials." Notwithstanding the fact that the Supplier's invoice must be issued directly to the County as provided above, the Construction Manager shall be responsible for obtaining a copy of all Direct Purchase Materials' invoices from the Supplier and shall be accountable for verifying and ensuring that the Direct Purchase Materials' received by the County through each direct purchase are in good condition and are consistent with the materials that were ordered from the Supplier and described in each invoice.

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

2.20 Post Construction Audit

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

2.20.2 If the confirmed audit findings determine the accounting is within 0.5% of the GMP, the County shall reimburse the cost of the audit to the Construction Manager.

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

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

ARTICLE III. CONTRACT TIME

3.1 Contract Time

The Contract Time shall be established for each of the Phases of Work as provided herein. The Work under this Contract shall be separated into two Phases, with the Substantial Completion of both Phase 1 – Preconstruction Services and Phase 2 – Construction Services for all five (5) parks required by **September 30, 2026**, and the Final Completion of both Phase 1 and Phase 2 by **December 31, 2026** in accordance with the following provisions:

3.1.1 Phase 1 – Pre-Construction Services. Construction Manager shall commence with Phase 1 Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall complete all Phase 1 Work by **January 31, 2025** and may be extended pursuant to Article IX of this Contract. Work under Phase 1 for each park shall be deemed complete upon either: (a) execution of GMP Amendment(s) for the specific park specified in the GMP Amendment; or (b) County's election to take the Off-Ramp for one or more of the parks specified herein.

3.1.2 Phase 2 – Construction Services. Construction Manager shall commence the Phase 2 Work within ten (10) calendar days following receipt of the fully executed GMP Amendment(s). The timeframe for completion of all Work under Phase 2 shall be specified in the GMP Amendment(s). The GMP Amendment(s) shall establish separate Substantial Completion and Final Completion timeframes for each park which must fall within the overall completion time described within Section 3.1 above.

3.1.3 Construction Manager's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Phase 1 and 2 Work. By way of illustration and not exclusion, Construction Manager's schedule shall include but not be limited to: (1) contain sufficient activities to assure adequate planning for all phases, (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 Paragraphs 3.1.1 and 3.1.2 above, Construction Manager shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Construction Manager to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.1.4 When Construction Manager considers the Construction (or portion thereof) is substantially complete, Construction Manager 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 Construction Manager's notice and attached list of incomplete items. For Construction Work under Phase 2, the Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Construction Manager's list is not complete.

3.1.4.1 The following items must be completed prior to Construction Manager's request for a Substantial Completion inspection of Construction Work under Phase 2:

- a) All general construction completed;
- b) Preliminary as-built drawings submitted;
- c) All applicable permits required for use provided;

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

3.1.4.3 Once Substantial Completion is achieved and within the time allowed by F.S. 218.735, 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 Construction Manager 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 Construction Manager to complete the Work pursuant to this Contract.

3.1.5 The following items must be completed prior to Construction Manager's request for a Final Completion inspection of Construction Work under Phase 2:

- a) Project Jobsite cleared of Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies;
- b) Project record Drawings and Specifications submitted in accordance with the Contract Documents;
- c) All operations and maintenance manuals, training literature, and software for all equipment provided;
- d) Manufacturers' certifications and warranties provided; and
- e) All required spare parts and special tools provided.

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

3.2 Time is of the Essence

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

3.3 Liquidated Damages

3.3.1 Execution of this Contract by Construction Manager shall constitute Construction Manager's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Phase 1 and Phase 2 required is delayed beyond the time limit for achieving Substantial Completion and/or Final Completion as specified in Paragraphs 3.1.1 and 3.1.2 above. Construction Manager and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.3.2 If Construction Manager fails to achieve Substantial Completion or Final Completion of the Work by its applicable date(s), then the County shall be entitled to withhold from any amounts otherwise due Construction Manager or to be paid as a debt due the sum of **\$1,500.00** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Construction Manager 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 Construction Manager's obligation to complete the Work.

3.3.3 Should Construction Manager 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 Construction Manager's progress payments.

3.4 Disclaimer of Consequential Damages

The County shall not be liable to Construction Manager, 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 Construction Manager in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of Subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV. CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 The Contract Price for Phase 1 shall be computed separately and independently from the Contract Price for Phase 2.

4.1.2 Compensation for Phase 1 Pre-Construction Services Work shall be a Lump Sum amount of **four hundred five thousand two hundred fifty dollars and zero cents (\$405,250.00)**. Such Lump Sum amount shall constitute full payment for satisfactory performance of all Phase 1 Work including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Sub-contractors (includes Early Works), and any other expense or cost of whatever nature incurred by the Construction Manager as may be required and/or necessary to complete the Phase 1 Work and as agreed to in writing by both parties to this Contract and as proposed in **Exhibit "A"**. Construction Manager shall be entitled to monthly progress payments in proportion to the percentage of the completed Phase 1 Work. Payments made to Construction Manager pursuant to this Contract for Phase 1 Work shall be the sole and complete compensation to which Construction Manager is entitled.

4.1.3 Compensation for Phase 2 Construction Work shall be in accordance with the GMP Amendment(s) that shall consist of the sum of Direct Labor Cost and Cost of the Work, Construction Manager's Fee, Construction Contingency, and County Contingency. The Guaranteed Maximum Price as defined herein is the maximum price the County will pay Construction Manager as payment for all of Phase 2 Construction Services and is guaranteed by the Construction Manager to be the maximum price it will charge to fully and satisfactorily complete Phase 2 Construction Work.

4.1.4 Direct Labor Cost. The term "Direct Labor Cost" shall include the following:

- a) Wages and employee benefits as may be payable, paid for labor, and Project site supervisory and office employees, in the direct employ of the Construction Manager and used for performing the Contract work.

4.1.5 Cost of the Work. The term "Cost of the Work", which shall include the following:

- a) Travel and lodging expenses of The Construction Manager's officers or employees incurred in the discharge of duties connected with the Project in accordance with Section 112.061, Florida Statutes. The County shall not be liable for any such expenses that have not been approved in writing in advance by the County. All requests for payment of such expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. The Construction Manager acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the expenses for which reimbursement is sought. Reimbursable Subcontractor expenses must also comply with the requirements of this section. Relocation costs of Construction Manager's employees in connection with this Project shall not be reimbursable.
- b) The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The County, at its sole discretion, may make payment for materials, supplies or equipment stored offsite.
- c) Payments made by the Construction Manager to its Sub-Contractors for work performed for the Project under trade contracts.
- d) The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the

Construction Manager. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Trade Contractors as part of their trade work which shall be incorporated in the trade contracts cost.

- e) Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the Construction Manager or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project.
- f) Actual cost, without mark-up, of the premium for all insurance and bonds which the Construction Manager is required to provide pursuant to this Contract.
- g) Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the Construction Manager is liable.
- h) Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than Construction Manager's own negligence.
- i) Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the County.
- j) The cost of corrective work (within the GMP limit).
- k) Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items.
- l) Cost of debris and trash removal including daily cleanup.
- m) Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.
- n) Cost related to emergencies affecting the safety of persons and loss of property.
- o) Legal costs properly resulting from prosecution of the Work for the County, provided that they are not the result of Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes with the County shall not be included in the Cost of the Work.
- p) Cost of items related to the Project Safety Program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and likely items.
- q) Cost of watchmen or similar security services.
- r) Cost of survey, measurement and layout work required for the proper execution of the Work.
- s) Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by Construction Manager in connection with the Work.
- t) Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;
- u) Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work.
- v) Costs incurred during the warranty period after completion of the Project (within the GMP limit).

4.1.6 Construction Manager Fee: The County and the Construction Manager hereby agree that the Construction Manager fee shall not exceed **Four and Nine-Tenths Percent (4.9%)**, which shall be calculated based on the 'Direct Labor Cost' and 'Cost of the Work' as outlined in Paragraphs 4.1.4 and 4.1.5. The Construction Manager's fee shall include the following

- a. Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices, except employees listed in Paragraph 4.1.4 hereof.
- b. General administrative and operating expenses of the Construction Manager's principal and branch offices other than the Project site office.
- c. Overhead and any other costs incurred by the Construction Manager in the performance of the Contract.
- d. Any and all Cost not identified in Paragraphs 4.1.4 and 4.1.5 needed to complete the Work.

4.1.7 Non-Reimbursable Costs. The following shall be excluded from the GMP Proposal(s):

- a. Costs, if any, which would cause the GMP, as may be amended from time to time in accordance with this Contract, to be exceeded, unless agreed to in writing by both parties in accordance with this Contract.
- b. Any other labor related costs not defined under Paragraphs 4.1.4, 4.1.5, and 4.1.6 that is not approved by the County at the time of the GMP.

- c. Expenses for travel, including Construction Manager-supplied vehicles, for personal use, incurred by Construction Manager's employees while traveling for purposes other than the direct execution of the Work.
- d. Costs due to the fault or negligence of the Construction Manager, its sub-contractors, and/or anyone directly or indirectly employed by Construction Manager or its sub-contractors, or for whose acts Construction Manager or its sub-contractors may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and repairing damage to property not forming part of the Work.

4.1.8 Final GMP. At the completion of the Project, the Final GMP shall not include unused Contingency or the cost of items purchased through a Direct Purchase Program.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Phase 2 Construction Services (as part of the Final GMP Proposal(s) for Phase 2 Construction Services), the Construction Manager shall submit to the County and to the Project Manager a Schedule(s) of Values allocating the Contract Price to the various portions of the Work. Construction Manager's Schedule(s) of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Construction Manager shall not imbalance the Schedule(s) of Values nor artificially inflate any element thereof. The violation of this provision by Construction Manager shall constitute a material breach of this Contract.

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

4.3 Measurement and Payment

4.3.1 Construction Manager 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 Construction Manager for the purpose of determining quantities shall be furnished to the Project Manager with each Application for Payment. Construction Manager shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

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

4.4 Progress Payments

4.4.1 Prior to Construction Manager's submittal of the initial Application for Payment, Construction Manager must have delivered the following documents:

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

The County will not make any payment to Construction Manager until Construction Manager has complied with these requirements for each Phase of the Project.

4.4.2 On or before the tenth (10th) day of each calendar month, Construction Manager shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as provided herein, or 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 Construction Manager. 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 Construction Manager 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 The County may withhold from each progress payment made to Construction Manager 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 Construction Manager, 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 Construction Manager.

4.4.4 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Construction Manager and the County's Project staff, Construction Manager may demand in writing a meeting with and review by the County's Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Construction Manager's written demand. The Purchasing Director 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.

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

4.5 Application for Payment

4.5.1 Construction Manager shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager and include progress as-builts for the Work. Construction Manager shall not combine Phase 1 Services and Phase 2 Services Applications for Payment on the same form. Applications for Payment shall be on a form provided by the County, unless otherwise approved by the County, in writing. In the event the County approves an alternate Application for Payment, Construction Manager shall include, at a minimum, the following on each Application for Payment:

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

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

4.5.3 The County may require any other information from Construction Manager that the County deems necessary to verify Construction Manager's Application for Payment.

4.5.4 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Construction Manager 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.

4.5.5 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 Construction Manager, and shall not include any overhead or profit to Construction Manager.

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

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

4.5.8 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 Construction Manager of any of the terms of this Contract.

4.5.9 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 Construction Manager 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 Construction Manager, if:

- a) Any Claims are made against Construction Manager 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 Construction Manager's Indemnification obligations under Section 12.2 below;
- c) Construction Manager fails to pay Subcontractors or others in full and on-time;
- d) Construction Manager fails to submit schedules, reports, or other information required under the Contract;
- e) Construction Manager fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Construction Manager 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) Construction Manager is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Construction Manager or property of the County connected with performance under this Contract are not promptly removed by Construction Manager within 30 days of 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 Construction Manager. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any Claim or lien against Construction Manager is discharged by the County after final payment is made, Construction Manager and its Surety or Sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Inspection (Phase 2 Construction Services)

When all Work is finally complete and is ready for a final inspection, Construction Manager shall provide written notice to the County and the Project Manager. The Project Manager, with Construction Manager'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, Construction Manager will be notified in writing of deficiencies. After correcting all deficiencies Construction Manager 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 Work provided Construction Manager has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

4.8 Final Payment

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

4.8.2 Phase 2 Construction Services:

4.8.2.1 Upon Construction Manager's receipt of the Final Certificate for Payment, Construction Manager may submit a final Application for Payment provided the following has been completed or submitted with such final payment application:

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

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

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

ARTICLE V. CONSTRUCTION MANAGER RESPONSIBILITIES

5.1 Performance

5.1.1 Construction Manager 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 Construction Manager's ability to satisfy its contractual obligations hereunder.

5.1.2 Construction Manager 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 Construction Manager performs any portion of the Work where Construction Manager 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, Construction Manager shall bear responsibility for such performance and shall bear the cost of correction.

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

5.1.4 Construction Manager shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Construction Manager 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, Construction Manager shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Construction Manager 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 Construction Manager's or a Subcontractor's performance of the Work.

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

5.1.6 Review the Construction Schedule with the various Subcontractors and review, or expand, the level of detail to incorporate specific Subcontractor's input consistent with the overall completion requirements. Regularly monitor and update the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

5.1.7 Determine the adequacy of the Subcontractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the County and the Engineer, take necessary corrective actions when requirements of a subcontract are not being met.

5.1.8 Construction Manager 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, Construction Manager shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Construction Manager ("Authorized Representative"). Absent such written designation, Construction Manager's Jobsite superintendent shall be deemed Construction Manager'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 Construction Manager. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 herein.

5.2.2 At all times while performing the Work and Warranty Work, Construction Manager 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. Construction Manager 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. Construction Manager 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 Subcontractor of every tier and enforce the use of such training and safety construction equipment/tools.

The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work including, but not limited to the erection of barricades to minimize the risk of injury to persons or property and persons. The Construction Manager shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto, such as buildings, landscaping, sidewalks, trees, shrubs, lawns, walks, pavements,

roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction, Specifically and without limitation, Construction Manager shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or to protect them from damage, injury or loss. Construction Manager shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and businesses.

5.3.2 Compliance. Construction Manager 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, Construction Manager shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Construction Manager's Subcontractor 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 Construction Manager 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, Construction Manager 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 Construction Managers and Subcontractor safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Construction Manager's Superintendent.

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

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

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations

5.3.8.1 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.

5.3.8.2 Accordingly, Construction Manager 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 Construction Manager 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

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

5.4 Ownership of Work Product

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

5.4.2 The Construction Manager may not reuse Work Product developed by Construction Manager for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Construction Manager agrees to such reuse in accordance with this provision. Any plans which the Construction Manager provides under this Contract shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

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

5.5 Taxes

5.5.1 Construction Manager 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. Construction Manager shall make any and all payroll deductions required by law. Construction Manager 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. Construction Manager may not use County's tax-exempt status unless specifically authorized in writing in advance.

5.5.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Construction Manager is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Construction Manager shall provide County a copy of Construction Managers current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Construction Manager fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Construction Manager, remit such sums to the IRS, and pay Construction Manager only the remainder. County makes no representation regarding the tax treatment of amounts due to Construction Manager, and Construction Manager 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.

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 Construction Manager 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 Construction Manager. 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 Construction Manager.

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Construction Manager'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 Construction Manager believes that acts or omissions of the County constitute a change to the Work, Construction Manager shall submit a written notice in accordance with the requirements of Section 9.1.2.

6.1.8 The Project Manager shall, upon written request from Construction Manager, 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 Construction Manager. Construction Manager shall carry out such Field Orders in a timeframe agreed upon by the Project Manager and Construction Manager.

ARTICLE VII. SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Construction Manager 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 Construction Manager. Construction Manager shall furnish the Project Manager, in writing, the names of persons or entities proposed by Construction Manager to act as a Subcontractor on the Project. The Project Manager shall, within three (3) business days reply to Construction Manager, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Construction Manager 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 Construction Manager shall give personal attention to fulfillment of the Contract and shall keep the Work under Construction Manager's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Construction Manager 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 Subcontractor or between Construction Manager and Subcontractor(s) concerning responsibility for performing any part of the Work.

7.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: Subcontractor's overhead and profit on changes in the Work shall be limited to 15% of the Subcontractor's Cost of the Work for the change.

7.1.4 Procurement of Subcontracts will be done in accordance to section 2.2.5 of this Contract.

ARTICLE VIII. CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Construction Manager arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Construction Manager 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 Construction Manager shall be the supervisor of the Project Manager, or a principal of the Construction Manager.

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 Construction Manager shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Construction Manager shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Purchasing Director 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 Construction Manager 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 Construction Manager and any legal counsel; and
- b) The Construction Manager'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 Construction Manager 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 Construction Manager deems applicable to the Claim.

8.1.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director 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 Purchasing Director 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 Purchasing Director shall be sent to the Construction Manager 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 Purchasing Director may be appealed by the Construction Manager to the County Administrator. Construction Manager must submit their appeal to the County Administrator, including any and

all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director' decision. Failure by the Construction Manager 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 Construction Manager 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. Construction Manager agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Construction Manager believes that acts or omissions of the County constitute a change to the Work, Construction Manager shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Construction Manager's written notice must be furnished within five (5) business days of the commencement of the event giving rise to the claim or Construction Manager'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 Construction Manager's knowledge of the claim, Construction Manager 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, Construction Manager shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Construction Manager 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 Construction Manager if a claim for an extension is submitted in accordance with Section 9.1.2 above.

9.2.2 If Construction Manager 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 Construction Manager's reasonable control and not attributable to Construction Manager or Construction Manager'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 Construction Manager'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 Construction Manager 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 9.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Construction Manager'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 Construction Manager 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 Construction Manager to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.2.5 Force Majeure.

9.2.5.1 The Construction Manager shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by Force Majeure or other similar causes beyond the Construction Manager's control so long as the Construction Manager's delay is not caused by the Construction Manager's own fault or negligence. Notwithstanding the foregoing, the Construction Manager cannot claim Force Majeure for any emergency, exigency, or "act of God" that is in any manner related to the scope of Work or services, or any other performance by the Construction Manager, that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable at the time this Contract was executed.

9.2.5.2 In order to claim delay pursuant to this "Force Majeure" provision, the Construction Manager shall notify the County in writing within ten (10) business days after the beginning of any such cause that would delay its performance under this Contract.

9.2.5.3 If the Construction Manager's performance is delayed pursuant to this "Force Majeure" provision for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Construction Manager for any work performed and validated (if required for payment hereunder) prior to the date of the County's termination of the Contract.

9.2.5.4 If the Construction Manager's performance is delayed pursuant to this section, the County may, upon written request of the Construction Manager, agree to equitably adjust the provisions of this Contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

9.3 Changes in the Contract Price

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

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

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Construction Manager 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 Construction Manager.

9.3.3 If no mutual agreement occurs between the County and Construction Manager, then the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Construction Manager 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 Construction Manager that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Construction Manager'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 Construction Manager 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 Construction Manager representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Construction Manager for claims of third parties, including Subcontractors, unless and until liability of Construction Manager has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Construction Manager'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

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

9.6 Differing Site Conditions

9.6.1 If during the course of the Work, Construction Manager 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 Construction Manager, without disturbing the conditions and before performing any Work affected by such conditions, shall, within seventy-two (72) 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 Construction Manager's written notice, investigate the site conditions identified by Construction Manager. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Construction Manager'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 Construction Manager cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Construction Manager for an equitable adjustment to this Contract under this provision shall be allowed unless Construction Manager 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.**

9.6.2 The failure by Construction Manager to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Construction Manager 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, Construction Manager 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 Construction Manager in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Construction Manager 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, Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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, Construction Manager 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 Construction Manager 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 Construction Manager's ability to meet the authorized Contract Time, Construction Manager will be granted an extension of time as reasonably agreed by both parties. Construction Manager 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 Construction Manager is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Construction Manager may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

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

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience, or due to a lack of a lawful appropriation of funds, upon thirty (30) calendar days written notice to the Construction Manager. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Construction Manager 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 Construction Manager may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Construction Manager, or Construction Manager's Subcontractors. Construction Manager 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 Construction Manager 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 Construction Manager's default, the County shall issue a Notice of Default to the Construction Manager, articulating the items which the County finds to be in default of the requirements of this Agreement. Construction Manager 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 Construction Manager 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, Construction Manager 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 Construction Manager shall immediately stop all Work and shall immediately cause any and all of its Subcontractor and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Construction Manager 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 Construction Manager to assign Construction Manager's right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Construction Manager shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Construction Manager hereby grants the County a free and unimpeded right of access to Construction Manager'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, Construction Manager shall be deemed in default if Construction Manager (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 Construction Manager, 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 Construction Manager and may finish the Work by whatever methods it may deem expedient. In such case, Construction Manager 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, Construction Manager 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 Construction Manager's default, it is determined by a Court of competent jurisdiction that Construction Manager was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII. WARRANTY, INDEMNITY, AND STANDARD OF CARE,

12.1 Warranty

12.1.1 Construction Manager 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 Construction Manager 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 Substantial Completion. Construction Manager 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. Construction Manager shall act sooner as requested by the County in response to an emergency. In addition, Construction Manager shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other Construction Managers) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Construction Manager'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 Construction Manager shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Construction Manager.

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 Construction Manager 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 Construction Manager agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Construction Manager 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 Construction Manager's sole expense. Construction Manager 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 Construction Manager from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Substantial 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 Construction Manager agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Extended Equipment Warranty

During Phase 1, Construction Manager shall provide the County an option for extended warranties (in addition to a standard manufacturer's warranty) on certain materials, equipment, and/or systems ("Equipment") as requested by the County for Construction Manager-furnished equipment. At the time of providing the option, Construction Manager also shall provide information as to the duration of such warranties, the price for such extended warranties (which shall be developed using the same pricing methodology as the pricing for the Equipment to which such extended warranties apply) and any special terms applicable to such extended warranties (each, an "Extended Equipment Warranty"). Construction Manager shall also include a provision whereby such Extended Equipment Warranty shall be assigned to the County at the end of the first year of the warranty phase. The County shall have the right to exercise its option for any such Extended Equipment Warranty within the time period specified for the exercise of the option by the Equipment vendor. The cost of the Extended Equipment Warranty shall be included in the GMP Proposal(s). Extended warranties for Direct Purchases shall be included in the purchase orders described in Paragraph 2.18.1 above.

12.3 Indemnity

12.3.1 Construction Manager 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 Construction Manager and persons employed or utilized by Construction Manager in the performance of this Contract.

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

12.3.3 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 Construction Manager" shall be construed to include, but not be limited to, Construction Manager, its staff, employees, Subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Construction Manager.

12.3.4 In Claims against any person or entity indemnified hereunder by an employee of Construction Manager, 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 Construction Manager or any Subcontractor or Subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.3.5 Construction Manager'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.

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

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

12.3.8 Construction Manager 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.

12.3.9 The indemnification provisions of this Section 12.2 shall survive expiration or earlier termination of this Contract.

12.4 Indemnification and Subcontracts

Any and all Subcontracts of any tier entered into by the Construction Manager for Pre-Construction or Construction services shall require Subcontractors to release the County and hold it harmless to the same extent required in Section 12.2 "Indemnity". The release obligations set forth in the Subcontracts shall name the County as an express third-party beneficiary with rights of enforcement of such obligation and shall entitle the County to succeed to Construction Manager's rights under such Subcontract. The County shall not, however, be construed as a party to any Subcontract related to the Project nor shall the County in any way be responsible for any or all Claims of any nature whatsoever arising or which may arise from any such Subcontracts.

12.5 Standard of Care

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

ARTICLE XIII. INSURANCE AND BONDS

13.1 Construction Manager'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. Construction Manager shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Construction Manager has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Construction Manager 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 Construction Manager including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Construction Manager may have to the County or others. Nothing in this Contract limits Construction Manager to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall 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

Construction Manager 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

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

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

13.6 Umbrella or Excess Liability

The Construction Manager shall maintain during the life of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$3,000,000

13.7 Additional Coverages

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

13.7.1 ☒ Professional Liability.

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

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

13.7.2 ☒ Builders Risk.

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

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

13.7.2.3 The Builder's Risk insurance shall:

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

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

13.8 Other Requirements

13.8.1 The required insurance limits identified in Sections 13.4, 13.5, 13.6, and 13.7 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Construction Manager shall require each lower-tier Subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Construction Manager of its responsibility herein. Upon written request, Construction Manager shall provide County with copies of lower-tier Subcontractor certificates of insurance.

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

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

13.9 Payment and Performance Bonds

Construction Manager shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, 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 Construction Manager until Construction Manager has provided the County a certified copy of the recorded bond.

13.10 Warranty Bond

As a condition to the release of the Payment and Performance Bond(s) provided by Construction Manager, Construction Manager must furnish a Warranty Bond in the amount of ten percent (10%) of the Contract Price, guaranteeing the faithful performance of its obligations under the Contract Documents after Final Completion, including payment of claims by Sub-Contractors. Such Warranty Bond shall be subject to the approval of the County and shall remain in effect until the expiration of Construction Manager's warranty obligations hereunder, not to exceed one (1) year from the scheduled date of Final Completion, or until County elects to, in writing, release such Warranty Bond, whichever occurs first.

ARTICLE XIV. MISCELLANEOUS

14.1 Independent Contractor

Construction Manager represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Construction Manager 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 Subcontractor and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Construction Manager shall create any contractual relationship between any such Subcontractor or supplier and the County. Construction Manager 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 Construction Manager'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 Construction Manager involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Construction Manager has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Construction Manager shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Construction Manager, 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 Construction Manager 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 Construction Manager for any and all costs thereby incurred by the County.

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

14.4 Applicable Law

Construction Manager 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

Construction Manager 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 Construction Manager under the Contract, without the prior written consent of the County. In the event of any assignment, Construction Manager remains secondarily liable for the actual work carried out under the original contract prior to the assignment's execution, unless the County expressly waives such secondary liability. The County may assign the Contract with prior

written notice to Construction Manager 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 Construction Manager.

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 Construction Manager 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 Construction Manager, 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 Construction Manager.

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 Construction Manager'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., Construction Manager and its Subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Construction Manager shall require each of its Subcontractor to provide Construction Manager with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Construction Manager shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Construction Manager, 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 Construction Manager otherwise complied, shall promptly notify Construction Manager and Construction Manager shall immediately terminate the contract with the Subcontractor.
- d. Construction Manager acknowledges that, in the event that the County terminates this Contract for Construction Manager's breach of these provisions regarding employment eligibility, then Construction Manager may not be awarded a public contract for at least one (1) year after such termination. Construction Manager further acknowledges that Construction Manager 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.

14.16 Equal Employment Opportunity

During the performance of this Contract, Construction Manager agrees as follows:

14.16.1 Construction Manager 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. Construction Manager 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. Construction Manager 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 Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of Construction Manager, 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 Construction Manager 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 Construction Manager's legal duty to furnish information.

14.6.4 Construction Manager 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 Construction Manager'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.

Construction Manager 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.

14.6.5 Construction Manager 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.

14.16.6 In the event of Construction Manager'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 Construction Manager 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.

14.16.7 Construction Manager will include the provisions of paragraphs 14.16.1 through 14.16.2 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. Construction Manager 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 Construction Manager becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, Construction Manager 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 Construction Manager shall comply and shall require all of its Subcontractor 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 Construction Manager 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 Construction Manager or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Construction Manager, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Construction Manager 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, Construction Manager 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 Construction Manager to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONSTRUCTION MANAGER 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

Construction Manager and its Sub-contractors 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. Construction Manager 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. Construction Manager 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 Construction Manager 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. Construction Manager 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, Construction Manager 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 Construction Manager 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 Construction Manager 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 Compliance with Florida Statute 287.138

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Construction Manager access to personal identifiable information if: 1) the Construction Manager is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Construction Manager is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Construction Manager may access, receive, transmit, or maintain personal identifiable information under this Agreement, Construction Manager must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Construction Manager shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.21 Delivery of Documents

Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 14.22 below, the Construction Manager agrees all Submittals, Work Product and other documents required by the Contract Documents shall be submitted to the County electronically in any standard interchange software and file naming/format which the County may reasonably request to facilitate the administration and enforcement of this Contract. The cost for preparation and submittal of the foregoing documents is included in the Contract Price.

14.22 Contingency Fees

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

14.23 Conflict of Interest

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

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

The County agrees to notify the Construction Manager of its opinion by certified mail within 30 days of receipt of notification by the Construction Manager. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Construction Manager, the County shall so state in the notification and the Construction Manager shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Construction Manager under the terms of this Contract.

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

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear, Purchasing Director
Email Address: jlocklear@sjcfl.us

Wharton-Smith, Inc.
750 Monroe Road,
Sanford, FL 32771
Attn: Stephanie Farmer
Email Address: sfarmer@whartonsmith.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jalisa Ferguson, Assistant County Attorney
Email Address: jferguson@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 Construction Manager 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. Construction Manager's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Construction Manager.

County:

St. Johns County (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Jaime Locklear
(Printed Name)

Purchasing Director
(Title)

5/9/24
(Date of Execution)

ATTEST:

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

By: Crystal Smith
(Deputy Clerk)

Crystal Smith
(Date of Execution)

Legally Sufficient:

[Signature]
(Office of County Attorney)

5/9/24
(Date of Execution)

Construction Manager:

Wharton-Smith, Inc.
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Darin A. Crafton
(Printed Name)

Chief Operating Officer - Commercial Division
(Title)

05/09/2024
(Date of Execution)



ST JOHNS COUNTY

MAY 09 2024

PURCHASING



FORM 1

Contract No.	
Project Title:	

The undersigned Construction Manager hereby swears under penalty of perjury that:

1. Construction Manager has paid all Subcontractor 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 Subcontractor 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

Construction Manager's Authorized Representative executing this Certification of Payments to Subcontractor 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__

Construction Manager _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

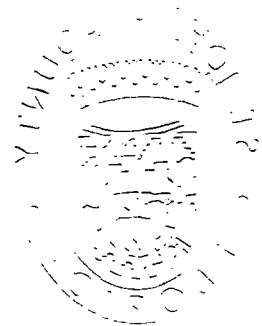
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)
My commission expires:



FORM 2

CONSTRUCTION MANAGER'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Construction Manager Name:
Project:	Construction Manager Address:
Project Address:	Construction Manager 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**"):

Signed this ___ day of _____, 20__

Construction Manager/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.



April 22, 2024
Mr. Bryan Matus
Senior Procurement Coordinator
Purchasing Department
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

RE: St. Johns County Multiple Parks Project

Dear Mr. Matus,

Attached you will find the Preconstruction Services proposal as discussed in March 08, 2024 1530 Preconstruction Proposal meeting for the following projects:

- St. Johns County Multiple Parks Project – SJC Central Sportsplex Park
- St. Johns County Multiple Parks Project – SJC Central Community Park
- St. Johns County Multiple Parks Project – Northeast Community Park
- St. Johns County Multiple Parks Project – Northwest Community Park
- St. Johns County Multiple Parks Project – Davis Park Renovations

The total Preconstruction Services Fee shall be in the amount of \$405,250.00. The following enclosures are provided for these Projects:

1. Attachment 1 - Preconstruction Scope of Services Narrative – Revised to include requested ODP Material Suggestions 04/22/24
2. Attachment 2 - Preconstruction Services Budget Summary

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Stephanie Farmer
WHARTON-SMITH, INC.

Wharton-Smith, Inc.

Sign: _____ Name/Position: _____ Date: _____

St. Johns County

Sign: _____ Name/Position: _____ Date: _____



ATTACHMENT 1

Preconstruction Scope of Services Narratives



St Johns County - Multiple Parks Project Preconstruction Services Scope

The following narrative is to provide insight into the revised cost breakdown of preconstruction phase services based on the 1530 Preconstruction Phase Proposal meeting at Public Works, 03/08/2024.

This overall contract/program will be broken down into separate projects, constructed on individual sites, all located within St. Johns County. Costs included for each project depend on the complexity of the preconstruction and design phase, as well as their current, individual design status. Wharton-Smith, Inc (WSI) understands that St. Johns County (Owner) would like our preconstruction staff to be intricately involved and vested during the design phases of each project, providing value and input throughout the entire process, beyond just reviewing milestone design iterations.

The following breakdown lists the assumptions and expectations assumed when producing the preconstruction proposal.

St. Johns County Multiple Parks – Overall Contract

Reporting

- Project Management Information System (PMIS) – WSI preconstruction staff will establish a PMIS, acceptable to the Owner, to be utilized for document control, collection, and distribution of information during the construction phase of each individual project. WSI current PMIS application is RedTeam.
- Narrative Reporting – WSI preconstruction staff will establish a baseline and expectation for monthly executive summary, cost narrative, status reports and project schedule narratives provided during the construction phase of each individual project.
- Procurement of Subcontractor Interest and Supplies – WSI preconstruction staff will provide subcontractor outreach and development of interest by hosting local subcontractor appreciation events for both the overall community, as well as individually through our specialty and MWBE partners throughout the Central and NE Florida communities. WSI will engage our company wide partners and vendor relationships to ensure close monitoring of both market availability and potential volatility. This is inclusive of market specific and specialty vendors already engaged and/or existing relationships matured throughout several recently bid projects of similar design and scope.

St. Johns County Individual Park Project

- The following tasks, other than initial kickoff meeting, are assumed to be conducted individually on a project-by-project basis.

Task 1 Meetings

- 1.1 Project Kickoff Meeting – WSI preconstruction staff will prepare and attend a kickoff meeting, up to 8 hours. The kickoff meeting is assumed to be for overall contract design not individually based.



- 1.2 Attend Design Milestone Meetings – WSI preconstruction staff will attend focused, design related meetings with the Design Team and the Owner. These meetings include design review progress, redline page turning sessions, value engineering options and constructability reviews, and other specific design related meetings.
- 1.3 Attend Interim Design Progress Meetings – WSI preconstruction staff will attend additional periodic design coordination meetings with the Design Team and the Owner. This may be handled in a conference call, or may be in person, depending on the status of the projects.
- 1.4 Value Engineering Review Meeting – WSI will present value engineering ideas through the lifecycle of the project and most of those ideas will be discussed in the design review workshops outlined in task 1.3. However, sometime after the initial design submittal, a meeting with the Design Team and Owner should be held to focus on major VE initiatives that can be evaluated and incorporated into the Engineer's design submittal.
- 1.5 Site Visits & Investigation – WSI will perform one site visit to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. These visits will also be used to obtain information for overall site utilization plan which includes both temporary and permanent facilities (trailers, water service, sewer service, temp. power).
- 1.6 Permitting Coordination – WSI will work with the Owner and Engineer to obtain the required construction permits.

Task 2 Preliminary Cost Estimates

- 2.1 60% Cost Estimate – WSI preconstruction staff will perform detailed takeoffs based on the 60% documents for construction trades. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any available subcontractor cost estimates.
- 2.2 90% Cost Estimate – These costs are for the same items outlined in Task 2.1 but now accurate costing of each trade as the Construction Documents are essentially complete at the 90% submittal level, minus minor corrections and/or adjustments.

Task 3 Design Review and Value Engineering

- 3.1 60% Design Review – WSI will utilize Drone Deploy to analyze site elevations/conditions, as well as perform detailed design and constructability, review to identify conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines, materials and specialty systems. Value engineering options will also be provided for the 60% design documents which should include specifications and more detailed construction drawings.
- 3.2 90% Design Review – This task is similar to Tasks 3.1 but now include detailed, robust review of the various disciplines, final specialty designs, civil, electrical and structural drawings.

Task 4 CPM Master Schedule

- 4.1 Schedule Development and Phasing – WSI will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software at the 60 percent design level. The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by area and/or structure. A detailed schedule



sequence will be provided for each field/area and structure (where applicable). All portions of the project will be interrelated by schedule logic so that a true “critical path” is easily identifiable.

- 4.2 Update Schedule at 90 Percent Design – The baseline CPM schedule developed in Task 4.1 is continually updated as more information is made available through design progression and construction sequence determination.
- 4.3 Update Schedule at GMP (Determines GCs) – The schedule developed in Task 4.2 is modified based on the final design. Final construction sequencing is determined. This schedule will serve as the basis for General Conditions (GCs) costs in the GMP, as well as the contract time required for the duration of construction.

Task 5 Bidding, Procurement, and GMP

- 5.1 Owner Direct Purchase Plan – In conjunction with the Design Team and Owner, WSI will identify and assist the Owner in direct purchase of major equipment and materials for savings on sales tax.
- 5.2 Long Lead Equipment Bid Package – WSI will identify, and break-out long lead equipment bid packages, potentially unstable or time sensitive material procurement and/or early start portions of scope, if applicable. This includes the possible identification of existing, suitable fill material to potentially be secured, as early as practical, to minimize the overall construction schedule and cost impact to the projects.
- 5.3 GMP Bid Packages (4 Separate Bid Pkgs) – WSI will identify and assemble appropriate bid packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. Bid packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. WSI staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work, if applicable. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates. This estimate will be submitted as the GMP Proposal for the work.
- 5.4 Pre-Bid Site Visits – WSI will host, coordinate, and manage a pre-bid site visits for all potential bidders for the subcontract and purchase order (if applicable) bid packages. WSI will take notes and answer questions. Clarifications/addenda will be coordinated with the Design Team and issued to bidding parties as needed.
- 5.5 Receive Bids (4 Separate Bid Days) – WSI will receive bids throughout the course of an entire day. The bid times can, if applicable, be staggered to ensure our ability to answer questions and/or provide direction up to the last minute.
- 5.6 Review Bids and Recommend Award – Each of the subcontractor bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated, if presented through the bid process and applicable. WSI will provide a bid tabulation worksheet and make a recommendation for package award, based on the best interest of the Owner. Final decision is made by the Owner.
- 5.7 Final GMP Assembly – The documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes schedules, bid documents, subcontractor and supplier bids, WSI self-perform cost estimates (if applicable), other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.



Task 6 Miscellaneous

- 6.1 Site Specific Safety Plan – Not included as part of the scope of services for this project.
- 6.2 Site Specific Quality Plan – Not included as part of the scope of services for this project.
- 6.3 Environmental Plan (SWPPP) – Not included as part of the scope of services for this project.
- 6.4 Site Utilization Plan – WSI shall develop a Site Access and Logistics Plan that will be implemented to coordinate and manage the site constraints and challenges, including but not limited to, traffic and pedestrian control, access to Site, material and supplies delivery, laydown areas, safety and security considerations, etc. WSI shall work with the Owner to develop this Plan and the Owner shall have right to review and comment on this Plan as it is being developed and finalized.



ATTACHMENT 2
Preconstruction Scope of Services
Summary

OWNER: St. Johns County
PROJECT: Multiple Parks Project
BUDGET: \$101,126,535 (based on 1530 RFQ)
CURRENT DESIGN STATUS: Schematic 30% Design

				Executive Management		Area Superintendent		Senior Precon Manager		Director of Estimating		Project Director/Overall Projects Manager		Estimators		Administrative Assistant		Quality Manager		WHARTON-SMITH PERSONNEL				
Item	TASK	QTY	UNIT/ PROJECT	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR's	LABOR COSTS	MISC. COSTS (PRO-RATED)	SUBTOTAL	\$ TOTALS
TASK 1	MEETINGS & SITE INVESTIGATION																							
1.1	PROJECT KICKOFF MEETING	1		8.0	984		-	8.0	984		-	8.0	984		-		-		-	24.0	2,951	11	2,962	2,962
1.2	ATTEND REVIEW DESIGN MILESTONE MEETINGS	4	EA	16.0	1,968		-	16.0	1,968		-	16.0	1,968		-		-		-	48.0	5,903	22	5,925	5,925
1.3	ATTEND INTERIM DESIGN PROGRESS MEETINGS	9	EA	27.0	3,320		-	27.0	3,320		-	27.0	3,320		-		-		-	81.0	9,961	36	9,998	9,998
1.4	VALUE ENGINEERING REVIEW MEETINGS	2	EA	16.0	1,968		-	16.0	1,968		-	16.0	1,968		-		-		-	48.0	5,903	22	5,925	5,925
1.5	SITE VISITS & INVESTIGATION	1	EA		-	12.0	1,476	12.0	1,476		-	12.0	1,476		-		-		-	36.0	4,427	16	4,443	4,443
1.6	PERMITTING COORDINATION	3	EA		-		-	12.0	1,476		-	12.0	1,476		-		-		-	24.0	2,951	11	2,962	2,962
	SUBTOTALS			67.0	8,240	12.0	1,476	91.0	11,191	0.0	-	91.0	11,191	0.0	-	0.0	-	0.0	-	261.0	32,097	117	32,215	32,215
TASK 2	PRELIMINARY COST ESTIMATES																							
2.1	60% COST ESTIMATE	1	EA	4.0	492		-	16.0	1,652	40.0	5,043	8.0	826	240.0	22,388	4.0	255		-	312.0	30,657	140	30,797	30,797
2.2	90% COST ESTIMATE	1	EA	4.0	492		-	8.0	826	24.0	3,026	8.0	826	120.0	11,194	4.0	255		-	168.0	16,619	76	16,695	16,695
	SUBTOTALS			8.0	984	0.0	-	24.0	2,478	64.0	8,069	16.0	1,652	360.0	33,582	8.0	510	0.0	-	480.0	47,275	216	47,491	47,491
TASK 3	DESIGN REVIEW AND VALUE ENGINEERING																							
3.1	60% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	8.0	1,046	72.0	9,413	48.0	6,275	8.0	1,046	96.0	12,550		-	8.0	1,046	40.0	5,229	280.0	36,605	126	36,731	36,731
3.2	90% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	8.0	1,046	48.0	6,275	24.0	3,138	8.0	1,046	48.0	6,275		-	8.0	1,046	40.0	5,229	184.0	24,055	83	24,138	24,138
	SUBTOTALS			16.0	2,092	120.0	15,688	72.0	9,413	16.0	2,092	144.0	18,826	0.0	-	16.0	2,092	80.0	10,459	464.0	60,660	209	60,869	60,869
TASK 4	CPM MASTER SCHEDULE																							
4.1	SCHEDULE DEVELOPMENT AND PHASING @ 60% DESIGN	1	EA		-	32.0	4,183	8.0	1,046		-	32.0	4,183		-	8.0	1,046		-	80.0	10,459	36	10,495	10,495
4.2	UPDATE SCHEDULE AT 90% DESIGN	1	EA		-	8.0	1,046	8.0	1,046		-	8.0	1,046		-	8.0	1,046		-	32.0	4,183	14	4,198	4,198
4.3	UPDATE SCHEDULE AT GMP (DETERMINES GC'S)	1	EA		-	8.0	1,046	8.0	1,046		-	8.0	1,046		-	8.0	1,046		-	32.0	4,183	14	4,198	4,198
	SUBTOTALS			0.0	-	48.0	6,275	24.0	3,138	0.0	-	48.0	6,275	0.0	-	24.0	3,138	0.0	-	144.0	18,826	65	18,890	18,890
TASK 5	BIDDING, PROCUREMENT, AND GMP																							
5.1	OWNER DIRECT PURCHASE PLAN	1	LS	4.0	523		-	8.0	1,046		-	32.0	4,183		-	8.0	1,046		-	52.0	6,798	23	6,822	6,822
5.2	LONG LEAD EQUIPMENT/EARLY BID PACKAGES	1	LS	4.0	523		-	8.0	1,046	8.0	1,046	64.0	8,367	60.0	7,844	8.0	1,046		-	152.0	19,871	68	19,940	19,940
5.3	GMP BID PACKAGES (4 BID PKGS)	1	LS	16.0	2,092		-	65.0	8,498	32.0	4,183	140.0	18,303	1080.0	141,192	24.0	3,138		-	1357.0	177,405	611	178,015	178,015
5.4	PRE-BID SITE VISITS	1	LS	0.0	-	16.0	2,092	16.0	2,092		-	16.0	2,092		-		-		-	48.0	6,275	22	6,297	6,297
5.5	RECEIVE BIDS (4 BID DAYS)	1	EA	8.0	1,046		-	16.0	2,092	2.0	261	32.0	4,183	32.0	4,183	8.0	1,046		-	98.0	12,812	44	12,856	12,856
5.6	REVIEW BIDS AND RECOMMEND AWARD	1	LS	8.0	1,046		-	32.0	4,183	2.0	261	32.0	4,183		-		-		-	74.0	9,674	33	9,708	9,708
5.7	ASSEMBLE AND APPROVE FINAL GMP	1	EA	4.0	523		-	16.0	2,092		-	32.0	4,183		-	8.0	1,046		-	60.0	7,844	27	7,871	7,871
	SUBTOTALS			44.0	5,752	16.0	2,092	161.0	21,048	44.0	5,752	348.0	45,495	1172.0	153,219	56.0	7,321	0.0	-	1841.0	240,679	828	241,508	241,508
TASK 6	MISCELLANEOUS																							
6.1	SITE SPECIFIC SAFETY PLAN	0	EA		-		-		-		-		-		-		-		-	0.0	-	-	-	-
6.2	SITE SPECIFIC QUALITY PLAN	0	EA		-		-		-		-		-		-		-		-	0.0	-	-	-	-
6.3	ENVIRONMENTAL PLAN (SWPPP)	0	EA		-		-		-		-		-		-		-		-	0.0	-	-	-	-
6.4	SITE UTILIZATION PLAN	1	EA	4.0	492	16.0	1,860		-		-	16.0	1,652		-	4.0	255		-	40.0	4,258	18	4,276	4,276
	SUBTOTALS			4.0	492	16.0	1,860	0.0	-	0.0	-	16.0	1,652	0.0	-	4.0	255	0.0	-	40.0	4,258	18	4,276	4,276
	TOTAL PRECONSTRUCTION SERVICES			139.0		212.0		372.0		124.0		663.0		1532.0		108.0		80.0		3230.0	403,796	1,454	405,250	405,250

MISC. MATERIAL/EQUIPMENT COSTS	COST
BID PACKAGE PLANS/SPECIFICATIONS REPRODUCTION	200.00
OFFICE SUPPLIES	500.00
TRAVEL EXPENSES	750.00
COMPUTER EQUIPMENT	
COST PER HOUR	0.45

	COMP.	BURDEN	PERSONAL EQUIPMENT						
Position	Weekly Payroll Rate	Burden Rate	Company Vehicle / Allowance	Vehicle Maintenance	Company Vehicle Insurance	Fuel	Computer	Cell Phone	Total Rate
		44.90%	flat	flat	flat	flat	flat	flat	
Project Director / Overall Projects Manager	\$78.00	\$35.02	\$4.56	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$122.98
Executive Management	\$83.00	\$37.27	\$4.60	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$130.73
Senior Precon Manager	\$64.00	\$28.74	\$4.59	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$103.26
Senior Project Manager	\$64.00	\$28.74	\$4.49	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$103.26
Project Manager	\$54.00	\$24.25	\$4.49	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$88.75
Area Superintendent	\$73.00	\$32.78	\$4.93	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$116.22
Director of Estimating	\$80.00	\$35.92	\$4.51	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$126.08
Estimators	\$59.50	\$26.72	\$2.88			\$2.88	\$0.58	\$0.75	\$93.28
Administrative Assistant	\$43.00	\$19.31					\$0.58	\$0.75	\$63.69
Quality Manager	\$73.00	\$32.78	\$4.56	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$116.22
Safety Manager	\$57.75	\$25.93	\$4.56	\$0.72	\$0.83	\$2.88	\$0.58	\$0.75	\$94.07
Project Accountant	\$48.00	\$21.55					\$0.58	\$0.75	\$70.45

RFQ NO: 1530; Construction Manager at Risk Services for Multiple Parks

Exhibit B – Key Personnel

Job Classifications	Wharton-Smith, Inc. Personnel
Executive Management	Tom Widener
Area Superintendent	Tim Moore
Senior Precon Manager	Daniel Kemack
Director of Estimating	Andy Duthie
Project Director/Overall Projects Manager	Stephanie Farmer
Estimators	Senior Precon Manager will be working with Juanmiguel Gorut, Andy Duthie, and other various members of the preconstruction team throughout Phase I
Administrative Assistant	Carly Burleson
Quality Manager	John Janes



TOM WIDENER, EXECUTIVE MANAGEMENT

Tom Widener brings many years of expertise and leadership to Wharton-Smith's Orlando-based commercial operations. As Executive Management, Tom is responsible for operations oversight, business development, community relations, and quality of services.

PROJECT EXPERIENCE

Orange County Government, FL, Johnathan Scott Pine Community Park—\$8,542,898 (*Windermere, FL*)

Orange County Public Schools (OCPS), Windermere High School—\$69,427,344 (*Windermere, FL*)

Orange County Public Schools (OCPS), Horizon West Middle School—\$30,632,760 (*Windermere, FL*)

Orange County Public Schools (OCPS), Horizon High School—\$94,007,699 (*Winter Garden, FL*)

Lake County Schools, Lake Pointe K-8 Academy—\$32,387,006 (*Clermont, FL*)

Orange County Public Schools (OCPS), Kelly Park School—\$28,521,196 (*Orange County, FL*)

Orange County Public Schools (OCPS), Oak Ridge High School Replacement—\$53,998,587 (*Orlando, FL*)

The Villages, The Villages Charter High School South Campus—>\$150,000,000 (Confidential) (*The Villages FL*)

Rollins College, Rollins Sandspur Field Renovation—\$2,461,211 (*Winter Park, FL*)

EDUCATION

BA, Business Marketing -
University of Central Florida

YEARS OF EXPERIENCE

27 years at Wharton-Smith

32 years in the Industry



TIM MOORE, AREA SUPERINTENDENT

PROJECT EXPERIENCE

Orange County Government, FL, Johnathan Scott Pine Community Park—\$8,542,898 (*Windermere, FL*)

Seminole County Public Schools (SCPS), Pine Crest Elementary School of Innovation—\$19,028,520 (*Sanford, FL*)

Gainesville Regional Utilities (GRU), Sweetwater Branch/Paynes Prairie Sheetflow Restoration—\$23,394,849 (*Gainesville, FL*)

Seminole State College of Florida, Building F Remodel—\$3,473,982 (*Sanford, FL*)

Orange County Government, FL, Holden Heights Community Center—\$3,905,806 (*Orlando, FL*)

Orange County Public Schools (OCPS), Oak Ridge High School Replacement—\$53,998,587 (*Orlando, FL*)

City of Casselberry, FL, Casselberry Public Works—\$15,370,599 (*Casselberry, FL*)

City of Casselberry, FL, Lake Concord Art House Expansion—\$3,200,000 (*Casselberry, FL*)

City of Casselberry, FL, Secret Lake Park—\$3,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wirz Park—\$8,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wheels Park Phase I—\$5,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wheels Park Phase II—\$7,000,000 (*Casselberry, FL*)

EDUCATION

AS, Business Management
-Valencia College

General Contracting - Mitchell
Community College

Four-Year Apprenticeship
Program - Local Carpenters
Union

YEARS OF EXPERIENCE

15 years at Wharton-Smith

38 years in the Industry

CERTIFICATIONS

OSHA 10-Hour

CPR & First Aid Certified

FDEP Qualified Stormwater
Inspector

Confined Space

Fall Protection

Scaffolding

Trenching & Excavation

Qualified Rigger

HAZCOM



EDUCATION

BS, Civil Engineering -
University of Central Florida

YEARS OF EXPERIENCE

5 years at Wharton-Smith
9 years in the Industry

DANIEL KEMACK, SR. PRECONSTRUCTION SERVICES MANAGER

PROJECT EXPERIENCE

City of Mount Dora, FL, Fire Station #35—\$4,539,340 (*Lake County, FL*)

City of Sanford, FL, Mayfair Country Club Clubhouse—\$4,850,000
(*Sanford, FL*)

City of DeLand FL, Utilities Administration Building—\$16,634,710
(*DeLand, FL*)

City of Casselberry, FL, Casselberry Public Works—\$15,370,599
(*Casselberry, FL*)

City of Casselberry, FL, Lake Concord Art House
Expansion—\$3,200,000 (*Casselberry, FL*)

City of Casselberry, FL, Secret Lake Park—\$3,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wirz Park—\$8,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wheels Park Phase I—\$5,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wheels Park Phase II—\$7,000,000 (*Casselberry, FL*)



ANDY DUTHIE, DIRECTOR OF PRECONSTRUCTION SERVICES

PROJECT EXPERIENCE

Seminole County Public Schools (SCPS), Pine Crest Elementary School of Innovation—\$19,028,520 (*Sanford, FL*)

Seminole County, FL, Justice Center Annex and Parking Garage—\$65,625,000 (*Sanford, FL*)

Orange County Public Schools (OCPS), Horizon High School—\$94,007,699 (*Winter Garden, FL*)

City of Tavares, FL, City of Tavares Public Safety Complex—\$13,686,606 (*Tavares, FL*)

Orange County Government, FL, Orange County Convention Center Food Service Renovation—\$10,980,770 (*Orlando, FL*)

City of Ocoee, FL, Ocoee City Hall—\$14,850,954 (*Ocoee, FL*)

City of Casselberry, FL, Casselberry Public Works—\$15,370,599 (*Casselberry, FL*)

City of DeLand FL, Melching Field Stadium Improvements—\$2,376,680 (*Deland, FL*)

Stetson University, Stetson's Edmunds Center Renovation and Addition—\$10,556,945 (*Deland, FL*)

Seminole Tribe of Florida (STOF), Ahfachkee Lower School and Gymnasium—\$35,499,000 (*Clewiston, FL*)

Lake County, FL, Aurelia M. Cole Academy—\$51,043,463 (*Clermont, FL*)

Orange County Public Schools (OCPS), Kelly Park School—\$28,521,196 (*Orange County, FL*)

, The Villages Charter High School South Campus—\$160,000,000 (Confidential) (*The Villages FL*)

School District of Palm Beach County (SDPBC), Odyssey Middle School to South Tech Academy—\$14,764,622 (*Boynton Beach, FL*)

Orange County Public Schools (OCPS), Windermere High School—\$69,427,344 (*Windermere, FL*)

Seminole County Public Schools (SCPS), Millennium Middle School—\$44,375,633 (*Sanford, FL*)

Osceola County, FL, Austin Tindall Regional Park Expansion—\$9,677,878 (*Kissimmee, FL*)

City of Casselberry, FL, Secret Lake Park—\$3,000,000 (*Casselberry, FL*)

City of Palm Coast, FL, Fire Stations Package—\$10,000,000 (*Palm Coast FL*)

EDUCATION

BS, Construction Engineering Management - Fanshawe College

YEARS OF EXPERIENCE

7 years at Wharton-Smith
37 years in the Industry

ANDY DUTHIE,

DIRECTOR OF PRECONSTRUCTION SERVICES

City of Casselberry, FL, Wirz Park—\$8,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wheels Park Phase I—\$5,000,000 (*Casselberry, FL*)

City of Casselberry, FL, Wheels Park Phase II—\$7,000,000 (*Casselberry, FL*)

PREVIOUS PROJECT EXPERIENCE

Orange County Public Schools, Shingle Creek Elementary School—\$10,500,000 (*Orlando, FL*)

Orange County Public Schools, John Young Elementary School—\$10,500,000 (*Orlando, FL*)

Pinellas County Public Schools, Pinellas Park High School—\$23,000,000 (*St. Petersburg, FL*)

Pinellas County Public Schools, Curtis Fundamental Elementary School—\$12,000,000 (*St. Petersburg, FL*)

Pasco County Schools, Anclote Elementary School—\$8,000,000 (*New Port Richey, FL*)

Pasco County Schools, Quail Hollow Elementary School—\$9,000,000 (*Wesley Chapel, FL*)

Pasco County Schools, Crews Lake Middle School—\$21,000,000 (*Spring Hill, FL*)

Pasco County Schools, Land O' Lakes High School—\$23,000,000 (*Land O' Lakes, FL*)

Lee County Schools, East Lee County High School—\$42,000,000 (*Lehigh Acres, FL*)

Hillsborough County Public Schools, Hill Middle School—\$5,000,000 (*Tampa, FL*)

Embry Riddle University, Aerodynamics Laboratory Building—\$12,000,000 (*Daytona Beach, FL*)

University of South Florida, Aging and Brain Building Program Management—\$8,000,000 (*Tampa, FL*)

Embry Riddle University, Student Union Building Program Management—\$64,000,000 (*Daytona Beach, FL*)

Positano LLC, Positano Condominium Development—\$35,000,000 (*Long Boat Key, FL*)

Private Client, BelMare Condominium Development—\$80,000,000 (*Palmetto, FL*)

City of Tampa, Tampa Bay History Center—\$20,000,000 (*Tampa, FL*)

Hillsborough County, Environmental Lab Building—\$5,500,000 (*Tampa, FL*)

Hillsborough County, Hillsborough County Jail—\$16,000,000 (*Tampa, FL*) (*undefined*)

DACCO, Drug Abuse Comprehensive Coordinating Office—\$14,000,000 (*Tampa, FL*)

Hillsborough County, Veteran's Park Memorial—\$800,000 (*Tampa, FL*)

Lakeland Airport, Air Traffic Control Tower—\$6,000,000 (*Lakeland, FL*)

Lakeland Airport, Lakeland Airport Terminal Expansion—\$2,000,000 (*Lakeland, FL*)

Greater Orlando Aviation Authority, Orlando International Airport Baggage Handling Upgrade—\$35,000,000 (*Orlando, FL*)

Greater Orlando Aviation Authority, Orlando International Airport Generator Building—\$10,000,000 (*Orlando, FL*)



STEPHANIE FARMER, PROJECT DIRECTOR

As Project Director, Stephanie provides direct management oversight for the project team. She provides continuity from preconstruction through the entire construction phase and ensures the appropriate resources are available for the project. Stephanie takes an active role in key milestone events in the preconstruction phase to include the partnering session, GMP development, value engineering, constructability and schedule review. She oversees construction and leverages her experience and expertise to ensure the project remains on schedule and on budget.

EDUCATION

BS, Civil Engineering -
University of Central Florida

YEARS OF EXPERIENCE

8 years at Wharton-Smith
25 years in the Industry

CERTIFICATIONS

Certified Compliance
Inspector of Stormwater
Confined Space
Trenching & Excavation
Scaffolding

PROJECT EXPERIENCE

Volusia County Public Schools (VCPS), Galaxy Middle School
Renovations—\$12,035,305 (*Deltona, FL*)

Volusia County Public Schools (VCPS), George W. Marks Elementary
School—\$20,117,023 (*Deland, FL*)

Seminole County, FL, Justice Center Annex and Parking
Garage—\$65,625,000 (*Sanford, FL*)

Volusia County FL, Court-Central Warehouse—\$2,736,445 (*Daytona, FL*)

PREVIOUS PROJECT EXPERIENCE

Orange County Public Schools, Ocoee High School—\$80,000,000
(*Ocoee, FL*)

Orange County Public Schools, Freedom High School—\$90,000,000
(*Orlando, FL*)

Orange County Public Schools, Timber Creek High
School—\$90,000,000 (*Orlando, FL*)

The School District of Osceola County, Celebration K-8
Expansion—\$15,000,000 (*Celebration, FL*)

University of Central Florida, UCF Ballroom and Student Services
Expansion—\$20,000,000 (*Orlando, FL*)



JOHN JANES, IN HOUSE TURF/DRAINAGE SUBJECT MATTER EXPERT

John is a turf and drainage subject matter expert with decades of experience. In addition to his years of sports field experience, including the Boombah and Soldier's Creek Sports Complexes, he recently completed the Vehicle Maintenance Facility for Brightline Trains that was built in a Florida hammock and required extensive dewatering efforts and constant monitoring of turbidity levels and clarity of the water discharged. John will use this recent experience, together with his 38 years of construction experience, to ensure the protection of your wetlands and sensitive environments encompassing your park projects.

YEARS OF EXPERIENCE

9 years at Wharton-Smith
39 years in the Industry

CERTIFICATIONS

OSHA 30-Hour
OSHA 40-Hour
HAZWOPER

PROJECT EXPERIENCE

Seminole County, FL, Soldier's Creek Sports Complex—\$7,474,916
(Longwood, FL)

United States Specialty Sports Association (USSSA), Space Coast Stadium Renovations—\$12,603,453 (Melbourne, FL)

Brightline Trains, Brightline Trains Orlando Vehicle Maintenance Facility—\$63,098,147 (Orlando, FL)

Osceola County, FL, Austin Tindall Regional Park Expansion—\$9,677,878 (Kissimmee, FL)

Seminole County, FL, Boombah Sports Complex—\$24,186,024 (Sanford, FL)

City of DeLand FL, Melching Field Stadium Improvements—\$2,376,680 (Deland, FL)

Stetson University, Stetson's Edmunds Center Renovation and Addition—\$10,556,945 (Deland, FL)

School District of Osceola County (SDOC), Knightsbridge K8—\$42,000,000 (Kissimmee, FL)

City of Tavares, FL, City of Tavares Public Safety Complex—\$13,686,606.21 (Tavares, FL)

PREVIOUS PROJECT EXPERIENCE

Orange County, Lynx Parramore Bus Rapid Transit (BRT)—\$12,000,000

City of Orlando, Dr. Phillips Center for the Performing Arts—\$169,928,251 (Orlando, FL)

Universal Studios, Cabana Bay Beach Resort—\$150,000,000 (Orlando, FL)

JOHN JANES,

IN HOUSE TURF/DRAINAGE SUBJECT MATTER EXPERT

Federal Aviation Administration, FAA Trans-Atlantic Radar Facility—\$33,500,000 (*Hilliard, FL*)

Department of Transportation, Narcoossee Road Widening—\$48,549,965 (*St. Cloud, FL*)

City of Houston/Federal, INS Detention Facility—\$16,000,000 (*Houston, TX*)

Orange County Public Schools, Memorial Middle School Replacement—\$30,279,063 (*Orlando, FL*)

Orange County Public Schools, Stonewall Jackson Middle School Additions and Renovations—\$14,811,690 (*Orlando, FL*)

Osceola County, Bank of America Multi-site Construction—\$210,000,000 (*Various Locations- Osceola County, FL*)

Central Florida YMCA, Central Florida YMCA Family Centers at Disney World—\$8,281,121 (*Lake Buena Vista, FL*)

Osceola County, Osceola County Agricultural Center—\$65,590,136 (*Kissimmee, FL*)

Osceola County, Osceola County Stadium Spring Training Home of The Astros—\$18,400,000 (*Kissimmee, FL*)

Osceola County, Osceola County Courthouse and Administration Building—\$71,946,037 (*Kissimmee, FL*)

Henri Landwirth- Give Kids the World, Give Kids the World—\$2,700,000 (*Kissimmee, FL*)

The School District of Osceola County, Osceola County Schools Continuing Contract—\$6,500,000 (*Multiple Cities- Osceola County, FL*)

Walt Disney World, Disney's Coronado Springs Resort—\$148,498,496 (*Lake Buena Vista, FL*)

Walt Disney World, Disney's Vero Beach Resort—\$32,896,115 (*Vero Beach, FL*)

Walt Disney World, Disney's All Star Resort Phase I & II- Music and Sports—\$103,679,454 (*Lake Buena Vista, FL*)

Dominion Energy, Bear Garden Power Plant—\$220,000,000 (*New Canton, VA*)

Sunoco Inc., Sunoco Cogeneration Facility—\$110,000,000 (*Richmond, VA*)

Firestone Corp, Hercules-Firestone Cogeneration Facility—\$120,000,000 (*Hopewell, VA*)

Virginia Department of Transportation (VDOT), Elizabeth River Downtown Tunnel—\$380,000,000