

20**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***7/21/2026****BCC MEETING DATE****TO: Joy Andrews, County Administrator****DATE: May 29, 2026****FROM: Jaime Locklear, Director, Purchasing****PHONE: 904 209-0158****SUBJECT OR TITLE: GMP Amendment #1 for Early Release Package at SJSO Administration Building under RFQ 2114 with Ajax Building Company, LLC (25-MCA-AJA-21467)****AGENDA TYPE: Consent Agenda, Contract, Resolution****BACKGROUND INFORMATION:**

On June 20, 2025, the County entered into Construction Manager Agreement #24-MCA-AJA-21467 with Ajax Building Company, LLC ("Ajax") as the top ranked firm under RFQ No: 2114; Construction Manager at Risk Services for SJSO Administration Building. The initial contract was for preconstruction services. The initial contract authorized the performance of the preconstruction services, and established the Construction Manager Fee of 4.25% to be applied to all Guaranteed Maximum Price ("GMP") Proposal(s). Since the effective date of the contract, Ajax has been working with the County and the County's design firm to review and value engineer the design of the SJSO Administration Building for the purposes of accomplishing the work within the County's established budgetary limitations. This CA#1 serves to incorporate the Early Release Guaranteed Maximum Price ("GMP") negotiated between Ajax and County Staff. The scope for this Early Release Package includes mobilization, site work, concrete, structural steel and procurement of long lead electrical and HVAC equipment. The GMP for this Early Release Package is \$4,539,048, with an optional Alternate #1 for additional parking lot and storm drainage at \$322,649, if elected, for a total of \$4,861,697. Staff recommends Board approval of this CA#1 for completion of the Early Release Package for the SJSO Administration Building.

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 2025 Bond Projects - Sheriff Administration Building - Buildings (3480-3481-4171-56200).**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026-_____, authorizing the County Administrator, or designee, to execute Contract Amendment #1 with Ajax Building Company, LLC for the Early Release Package at a total GMP amount of \$4,861,697, in the same form and format as attached hereto for completion of the Work.

For Administration Use Only:**Legal: Jalisa Ferguson 7/8/2026****OMB: ARM 7/9/2026****Admin: JDD 7/10/2026**

RESOLUTION NO. 2026 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT NO: 01 – EARLY RELEASE GMP AMENDMENT FOR SJSO ADMINISTRATION BUILDING FOR A GUARANTEED MAXIMUM PRICE OF \$4,861,697, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

RECITALS

WHEREAS, on June 20, 2025, the County entered into Construction Manager Agreement #24-MCA-AJA-21467 with Ajax Building Company, LLC as the top ranked firm under RFQ #2114; Construction Manager at Risk Services for SJSO Administration Building. The initial contract was for pre-construction services to ensure a design which is constructable, feasible, and cost effective to the County's budget for the project. The initial contract authorized the performance of pre-construction services, and established the Construction Manager Fee of 4.25% 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 for the purposes of accomplishing the work within the County's established budgetary limitations; and

WHEREAS, this Contract Amendment #1 serves to incorporate the negotiated GMP for the Early Release Package for the project. The Early Package for consists of mobilization, site work, concrete, structural steel and procurement of long lead electrical and HVAC equipment, and optional Alternate #1 for additional Parking and storm drainage, which is subject to acceptance by the County; and

WHEREAS, the County finds that the negotiated GMP serves the best interest of the County to proceed and execute Contract Amendment #1 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) #01 for the Guaranteed Maximum Price of \$4,861,697.00 for the Early Release Package for SJSO Administration Building, in accordance with the Contract Documents under RFQ 2114.

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 #01.

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 _____, 2026.

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

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

By: _____
Clay Murphy, Chair

By: _____
Deputy Clerk



CONTRACT AMENDMENT NO: 01

RFQ NO: 2114; Construction Manager at Risk Services for SJSO Administration Building
Construction Manager at Risk Agreement No: 24-MCA-AJA-21467

July 1, 2026

Ajax Building Company, LLC
10365 Hood Road South, Suite 203
Jacksonville, FL 32257

Contract Amendment No: 01 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 the addition of Early Work, in the form of this Early Release Package for the SJSO Administration Building in accordance with Section 2.2.1 of the Contract. This GMP Amendment includes the GMP Proposal dated July 1, 2026 as Exhibit #01.
2. This Amendment shall serve to establish the Guaranteed Maximum Price for this portion of the Project as follows:

SJSO Administration Building Release Package Not-to-Exceed Amount	\$ 4,539,048.00
*Alternate No: 1 – Add Parking Lot and Storm Drainage (if accepted)	\$ <u>322,649.00</u>
Total GMP + *Alternate No: 1 (if accepted)	\$ 4,861,697.00

The County hereby accepts the proposed Value Engineering option identified in Exhibit No: 01 for a reduction of \$5,300.00, this reduction is captured in the GMP amount above.

The County reserves the right to accept Alternate No: 1, above by or before July 31, 2026, but shall not do so until the GMP Proposal – Balance of Construction is accepted by the County in order to ensure the Project remains within the County's budget. Inclusion of the Alternate in this Amendment is for planning purposes only, and shall not be construed as accepted or part of the Project. Only at such time as the County provides written notification to Construction Manager as to the County's acceptance of Alternate No: 1 will Construction Manager proceed with any portion of the scope included in Alternate No: 1.

3. This Amendment shall serve to revise Exhibit "B" – Key Personnel of the Contract, to reflect the Key Personnel as provided in Section IX of the GMP Proposal.
4. Section 2.19.4, under Section 2.19 Direct Purchase Program, under Article II The Work is hereby revised to the following:

The Parties acknowledge and agree that the GMP shall be permanently reduced by the net, undiscounted amount of each Purchase Order issued for a Direct Purchase, plus all sales taxes that would have applied. If the final quantities furnished under a Purchase Order are less than the quantities stated on the Purchase Order, resulting in a remaining balance after payment of final invoice for Supplier, the County shall retain the amount of the Purchase Order, any unused amounts remaining on the Purchase Order shall be retained by the County as GMP buyout savings. If materials are provided by a Supplier under a Purchase Order for a Direct Purchase which are not



needed for the Project and shall not be installed, County shall retain ownership of any such surplus materials, unless such surplus materials are bought back by Supplier and a refund provided to the County for such materials. The County shall have no obligation to refund, credit, or reallocate unspent amounts from any Purchase Order back to the Construction Manager, a Sub-contractor, or a Supplier, nor shall the Contract Price be adjusted upward to realign with a Sub-Contractor's or Supplier's original bid or proposal. In the event Construction Manager has executed agreement(s) with Sub-Contractors, which obligates Construction Manager to provide a "lump sum" payment to a Sub-Contractor which differs from the quantities of materials purchased, provided and installed on the Project, Construction Manager is solely responsible for any such obligation, and such obligation shall not transfer to the County.

5. 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:

3.1.2.1 Construction Manager shall substantially complete all Work included in this Early Release Package by or before **March 12, 2027**. The County shall issue Notice to Proceed by or before July 29, 2026, provided Construction Manager timely furnishes a Public Construction Bond and insurance coverages pertaining to this Early Release Package by or before July 27, 2026. For the purposes of the Early Release Package, Substantial Completion shall be defined as completion of structural steel.

6. Section 8.1.1.1 under Section 8.1 Contract Claims, under Article VIII Contract Disputes/Claims is hereby revised to the following:

The Senior Representative for the County shall be the Director, or designee, of the County's Facilities Management Department.

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: 01



St. John's County Sheriff's Office Administration Building
901 Law Enforcement Way St. Augustine, FL 32092

EARLY RELEASE PACKAGE - GMP

Ajax Project No. Job 50000369

Dated: 7/1/2026



Ajax Building Company, LLC
424 SW 7th Terrace
Gainesville, FL 32601

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

TABLE OF CONTENTS

- I. Executive Summary
- II. List of Documents
- III. Description of Work
 - A. Clarifications, Qualifications and Assumptions
- IV. GMP Cost Summary
 - A. GMP Cost Narrative
 - B. GMP Cost Report – Base Bid GMP (CM Summary Report)
 - C. GMP Cost Report – Base Bid GMP (CM Detail Report)
 - D. Value Engineering and Budget Options
- V. Project Schedule
 - A. Project Schedule Narrative
 - B. Project Schedule
- VI. Proposed Subcontractors
- VII. Proposed ODP
- VIII. Risk Register
- IX. Key Personnel
- X. Schedule of Values
- XI. Alternates Narrative
- XII. Allowances
- XIII. GMP Acceptance Period
- XIV. Site Utilization Plan
 - A. Site Utilization Plan Narrative
 - B. Site Utilization Plan



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION I: EXECUTIVE SUMMARY

Ajax Building Company, LLC is pleased to present this Guaranteed Maximum Price (GMP) Proposal No. 1 Early Release Package for the St. John's County Sheriff's Administration Building for consideration by the St. John's County Board of County Commissioners. This GMP Proposal No. 1 represents first of a total of two cumulative GMP Proposals that are planned for this multi-GMP project.

Included within this GMP Proposal are cost reports, schedule and other project information to be utilized by the project team as the project moves forward. This GMP Proposal, upon acceptance by the St. John's County Board of County Commissioners is intended to serve as the basis for an Amendment to the CM Contract, adding the next portion of work to the current contract.

Project Description

The ERP portion of this project consists of development of a 6.07-acre site located in the City of St. Augustine at the existing St. John's County Sheriff's campus. The sheriff's office will be a single-story building totaling 35,985 square feet. The building will be constructed with tilt up concrete wall panels and steel structure. Sitework for the project includes grading, new asphalt, storm drainage, utilities, sidewalks, and a patio connecting the new and existing buildings.

Current GMP Proposal - GMP Proposal No. 1 Early Release Package

This GMP Proposal No. 1 includes mobilization, sitework, concrete, structural steel and procurement for long lead electrical and HVAC equipment. Ajax Building Company, LLC is confident that the GMP costs included herein are representative of the proposed scope of work depicted in the GMP Documents. The work included in this GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering and Budget Options, and 3) the Allowance Schedule, contained in Sections III, IV and XII of this proposal.

This GMP Proposal No. 1 totals \$4,539,048.00. Upon acceptance, the cumulative Contract Sum will be \$4,539,048.00, inclusive of this GMP Proposal, previously accepted GMP Proposals, and Contract Amendments to date.

Note: The GMP Proposals presented by Ajax Building Company, LLC are cumulative and are not independent of one another.

In addition to the base GMP Proposal, Ajax Building Company, LLC has provided pricing for various Alternates in Section XI of this proposal for consideration by St. John's County. At this time, none of these Alternates are included within the base GMP Proposal. The following is a summary of the Alternates:

- | | | |
|--|-----|-----------|
| ▪ Alternate No. 1 – Add Parking Lot and Storm Drainage | Add | \$322,649 |
|--|-----|-----------|

Future GMP Proposals

As the project moves forward, the following future GMP Proposals are planned in order to incorporate the remaining scope of work for this multi-GMP project.

GMP Proposal No. 2: Balance of Construction



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of 6 months for the construction phase of the project. The completion of structural steel will be considered substantial completion for this ERP GMP.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal. The completion of structural steel will be the effective "substantial completion" date for the ERP work.

- Substantial Completion March 12, 2027

The following additional Milestone Dates are anticipated within the ERP project schedule in order to achieve the contractual dates listed above.

- Mobilization / Start of Construction August 19, 2026
- Building Pad Prepared October 2, 2026
- Foundations Complete November 13, 2026
- Tilt Walls Erected February 19, 2027
- Top-Out of Building Structure March 12, 2027

The following are projected Milestone Dates anticipated within the forthcoming full GMP project schedule.

- Building Dry-In May 14, 2027
- Permanent Power May 21, 2027
- Substantial Completion October 26, 2027
- Final Completion December 23, 2027
- Owner Occupancy December 27, 2027

In order for construction activities to commence on August 19, 2026 as scheduled, the following contractual activities will need to be completed as indicated.

- GMP Negotiations Complete July 10, 2026
- CM Contract Amendment Executed July 22, 2026
- All Required Permits Issued July 22, 2026
- Notice to Proceed Issued July 29, 2026

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION II: LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering and Budget Options, and 3) the Allowance Schedule, contained in Sections III, IV and XII of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications
- Addenda Issued by the Architect / Engineer
- Pre-Bid Requests for Information (Pre-Bid RFI's)
- Other Documents (As Listed)
- Bid Packages and Bid Package Addenda



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

CONTRACT DRAWINGS

Entitled Early Release Package 1 dated 03/20/2026

See following pages for list of documents.





Ajax Building Company, LLC

Printed on Thu Apr 30, 2026 at 08:56 am EDT

Job #: 50000369 St Johns County Sheriff's Administration Bldg

Saint Augustine, Florida

ERP Set (03/20/26)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G-000	Cover Sheet	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
Structural					
S-001	GENERAL NOTES	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-002	DESIGN CRITERIA AND SCHEDULES	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-003	SPECIAL INSPECTIONS	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-100	OVERALL PLANS	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-101	WALL PANEL JOINT PLAN	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-102	FOUNDATION/SLAB PLAN - EAST	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-103	FOUNDATION/SLAB PLAN - WEST	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-104	ROOF FRAMING PLAN - EAST	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-105	ROOF FRAMING PLAN - WEST	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-301	SECTIONS & DETAILS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-401	PANEL ELEVATIONS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-402	PANEL ELEVATIONS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-501	TYPICAL DETAILS	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-502	TYPICAL DETAILS	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-503	TYPICAL DETAILS	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
S-504	TYPICAL DETAILS	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
Mechanical					
M-001	MECHANICAL NOTES	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
M-601	MECHANICAL SCHEDULES	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
M-602	MECHANICAL SCHEDULES	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
Electrical					
E-001	ELECTRICAL NOTES	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
E-002	ELECTRICAL NOTES	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
E-501	ELECTRICAL ONE LINE DIAGRAM	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
E-601	ELECTRICAL PANEL SCHEDULES	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
E-602	ELECTRICAL PANEL SCHEDULES	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
Plumbing					
P-001	PLUMBING NOTES	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
Fire Protection					
FA001	FIRE ALARM NOTES	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
FS-201	FIRE SPRINKLER FLOOR PLAN	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
Civil					
C1-100	GENERAL NOTES	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-200	SURVEY	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-201	SURVEY CONTINUED	0	03/20/2026	03/20/2026	ERP Set (03/20/26)



Ajax Building Company, LLC

Printed on Thu Apr 30, 2026 at 08:56 am EDT

Job #: 50000369 St Johns County Sheriff's Administration Bldg

Saint Augustine, Florida

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C1-300	EROSION CONTROL & DEMOLITION PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-301	EROSION CONTROL & DEMOLITION PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-400	OVERALL SITE PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-401	SITE GEOMETRY PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-500	GRADING PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-501	DRAINAGE PLAN 1	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-502	DRAINAGE PLAN 2	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-503	STORM STRUCTURE TABLE	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-600	UTILITY PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-601	PHOTOMETRIC PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-700	TYPICAL SECTIONS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-701	SITE DETAILS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-702	SITE DETAILS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-703	SITE DETAILS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-704	ST. JOHNS COUNTY UTILITY NOTES	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-705	UTILITY DETAILS 1	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-706	UTILITY DETAILS 2	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-707	UTILITY DETAILS 3	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-708	UTILITY DETAILS 4	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-800	STORM WATER POLLUTION PREVENTION PLAN 1	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-801	STORM WATER POLLUTION PREVENTION PLAN 2	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-802	STORM WATER POLLUTION PREVENTION PLAN 3	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
C1-803	STORM WATER POLLUTION PREVENTION 4	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
Landscape					
L-000	LANDSCAPE COVER	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-1.01	TREE PROTECTION PLAN + INVENTORY	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-2.01	HARDSCAPE PLAN	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-2.02	HARDSCAPE PLAN ENLARGEMENT	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-2.03	HARDSCAPE PLAN ENLARGEMENT - DED ALT 01	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-2.04	HARDSCAPE NOTES + DETAILS	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.01	LANDSCAPE PLAN ADMINISTRATION BUILDING	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.02	LANDSCAPE PLAN ENLARGEMENT	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.03	LANDSCAPE PLAN ENLARGEMENT	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.04	LANDSCAPE PLAN ENLARGEMENT	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.05	LANDSCAPE PLAN ENLARGEMENT - DED ALT 01	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.06	LANDSCAPE SCHEDULE + NOTES	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.07	LANDSCAPE NOTES	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-3.08	LANDSCAPE DETAILS	1	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.00	OVERALL IRRIGATION PLAN	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.01	IRRIGATION PLAN - ADMINISTRATION BUILDING	2	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.02	IRRIGATION PLAN ENLARGEMENT	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.03	IRRIGATION PLAN ENLARGEMENT	0	03/20/2026	03/20/2026	ERP Set (03/20/26)



Ajax Building Company, LLC

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L-4.04	IRRIGATION PLAN ENLARGEMENT	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.05	IRRIGATION PLAN ENLARGEMENT	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.06	IRRIGATION PLAN ENLARGEMENT	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.10	IRRIGATION LEGENDS AND NOTES	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.11	IRRIGATION DETAILS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
L-4.12	IRRIGATION DETAILS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
Telecommunications					
T-001	TECHNOLOGY NOTES	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
T-601	TECHNOLOGY RISER	0	03/20/2026	03/20/2026	ERP Set (03/20/26)
T-701	TECHNOLOGY DETAILS	0	03/20/2026	03/20/2026	ERP Set (03/20/26)

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

PROJECT SPECIFICATIONS

Entitled Early Release Package 1 dated 03/20/2026

See following pages for list of specifications.





Ajax Building Company, LLC

Printed on Thu Apr 30, 2026 at 08:54 am EDT

Job #: 50000369 St Johns County Sheriff's Administration Bldg

Saint Augustine, Florida

ERP Set Specifications

Number	Description	Revision	Issued Date	Received Date	Set
03 - Concrete					
03 30 00	Cast-in-Place Concrete	1	03/24/26	03/24/26	ERP Set
03 47 13	Tilt-Up Concrete	1	03/24/26	03/24/26	ERP Set
05 - Metals					
05 12 00	Structural Steel Framing	1	03/24/26	03/24/26	ERP Set
05 21 00	Steel Joist Framing	1	03/24/26	03/24/26	ERP Set
05 31 00	Steel Decking	1	03/24/26	03/24/26	ERP Set

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

ADDENDA ISSUED BY THE ARCHITECT/ENGINEER

<u>Addenda #</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	No Addenda Issued			
	(END OF ADDENDA)			

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

PRE-BID REQUESTS FOR INFORMATION (PRE-BID RFI's)

<u>PB RFI No.</u>	<u>Description</u>	<u>Issued</u>	<u>Resp</u>	<u>Revised</u>
1	Tilt Panel Finishes and Reveal Locations	4/3/2026	4/15/2026	
2	Slab/Floor Finishing	4/3/2026	4/15/2026	
3	Foundation Drain Detail	4/20/2026	4/28/2026	
4	Tilt Wall Opening Channel Steel Frame	4/21/2026	4/28/2026	
5	Joist Seats	4/23/2026	4/29/2026	
	(END OF PRE-BID RFI'S)			



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

OTHER DOCUMENTS

<u>Reference</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Geotechnical Report as prepared by ECS	33	8/1/2025	
	(END OF OTHER DOCUMENTS)			



St. John's County Sheriff's Admin
ERP GMP PROPOSAL**July 1, 2026****BID PACKAGES AND BID PACKAGE ADDENDA**

<u>BP No.</u>	<u>Description</u>	<u>Date</u>
ALL	Master Bid Package	3/31/2026
3.05	Tilt Up Concrete with Cast in Place	4/3/2026
5.01	Structural and Miscellaneous Steel	4/3/2026
31.01	Sitework and Utilities	4/3/2026
ALL	Ajax Addendum 1	4/14/2026
	(END OF BID PACKAGES AND BID PACKAGE ADDENDA)	

END OF DOCUMENT LIST

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION III: CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

Basis of the ERP GMP Proposal

- This GMP Proposal has been prepared based on the following documents:
 - The Contract Drawings entitled "Early Release Package 1" dated March 20, 2026 as prepared by Passero and Associates. Refer to Document List included in Section II of this proposal.
 - The Project Specifications entitled "Early Release Package 1" dated March 20, 2026 as prepared by Passero and Associates. Refer to Document List included in Section II of this proposal.
 - Pre-Bid Requests for Information (Pre-Bid RFI's) No. 01 - 05 to the extent that the information was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addendum prior to their bid date, with answers and/or clarifications provided by the Owner, the Architect and their consultants, or the Construction Manager.
 - The Construction Manager's ERP GMP Cost Report dated July 1, 2026.
 - The Construction Manager's ERP GMP Project Schedule dated June 8, 2026.
 - The Bid Packages and Bid Package Addenda issued to bidders by the Construction Manager.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.

Scope of the GMP Proposal

- The scope of this GMP Proposal consists of the following:
 - The Construction Manager's general conditions and general requirements for a period of 6 months.
 - Base Bid GMP – Includes the following scope of work:
 - Mobilization, temporary fencing, surveying, materials testing, sitework, concrete, structural steel and various allowances for early procurement of HVAC and electrical equipment.
 - Value Engineering and Budget Options – Various value engineering and/or budget option ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration in Section IV-D of this proposal. Those items noted as "Accepted" have been incorporated into this GMP Proposal. Those items noted as "Pending" are available for consideration. Those items noted as "Rejected" have previously been considered by the project team and were rejected.
 - Alternates – The following "Alternates" have been priced and are offered for consideration as part of this proposal. Refer to Section XI of this proposal for a more detailed description and pricing for the alternates.
 - Alternate No. 1 – Add Parking Lot and Storm Drainage

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
 - This GMP Proposal includes the Construction Manager's general conditions and general requirements for a period of 6 months.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

- For the various items within this GMP listed as “lump sum”, including but not limited to, Scheduling Software, MIS Services, Project Management Controls Services and Textura Payment Management, Ajax will provide applicable methodology used to determine costs as they apply to this project. This will be provided to the owner as the required backup to allow these costs to be billed.
- We have included the necessary jobsite supervision, layout, safety supplies, equipment, temporary jobsite office facility, postage, office equipment, project internet, and jobsite communications.
- We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
- An allowance of \$21,100 is included for Building permits.
- Environmental permits are not included.
- Tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees are not included as all utilities are being tied into existing utility services.
- Costs related to a threshold inspector are not included.
- An allowance of \$35,000 is included for lab testing.
- Temporary utility services (water, sewer and electric) are not included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
- The consumption costs associated with temporary water, sewer and electric utilities will be paid for by the Construction Manager through the date of Substantial Completion at which time these utilities shall be transferred into the Owner's name and become the responsibility of the Owner.
- It is assumed that any steam, chilled water and/or natural gas utilities consumed in the performance of the work will be provided by the Owner at no cost to the Construction Manager.
- We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP. The charge for this service shall be \$741 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- We have included costs for MIS Services related to the project. This includes software updates associated with Ajax Building Company, LLC standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not include service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be \$5,738 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be \$4,539 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Costs for a third party audit at project completion are not included.
- We have included costs to host project-related video conferencing and file sharing. These services will be provided via cloud-based platforms. The charge for this service shall be \$931 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

-
- We have included costs for Oracle Textura Payment Management (TPM) System for the administration of the subcontractor payment application process. The charge for this service shall be \$3,300 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - Temporary gravel, limerock, crushed concrete or asphalt millings is included for the stabilization of the construction entrances.
 - Temporary jobsite fencing and gates are included as 6'-0" high chain link fencing. Windscreen is not included.
 - Silt fencing is included for areas where construction runoff and/or erosion may occur and as shown on Erosion Control Plans sheet C-300 and C-301.
 - We have included re-seeding areas disturbed by construction activities with Bahia seed as necessary to return those areas to their pre-construction condition. It should be understood that there will be a "growing in" period following the seeding operations.
 - An allowance in the amount of \$5,350 is included for the reproduction and distribution of Contract Documents for the purpose of construction.
 - An existing condition site survey is not included.
 - Jobsite cleanup, rubbish removal and rubbish disposal are included.
 - An as-built survey is included for the final documentation of the location and elevation of the proposed new construction.
 - Performance and Payment Bonds are included.
 - Labor burden multiplier is included as a fixed rate of 48%. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
 - We exclude any local, state, or federal prevailing wage acts or laws that mandate worker classification, prevailing wage rates, or fringe benefits, including the Davis-Bacon Act and other similar acts or laws.
 - We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be \$49,476 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - Costs for procuring Builder's Risk Insurance are included.
 - The standard deductible for this policy is \$25,000.
 - The windstorm deductible for this policy is 5% Value at Risk at Time of Loss (VARTOL) / \$250,000 minimum.
 - The flood deductible for this policy is 5% VARTOL / \$500,000 minimum.
 - The deductible for water damage (other than flood) for this policy is \$100,000
 - The earth movement deductible for this policy is \$100,000.
 - The deductible for convective storms (Tornados, Hail) is 2% VARTOL \$250,000 minimum
 - Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
 - Builder's Risk coverage is subject to the Project Limit of Liability as declared at policy inception. Sub-limits, accumulative and non-accumulative, will apply as further defined in the policy declarations.
 - "Loss of Use" coverage is not included in the policy. If a Builder's Risk claim occurs, Ajax Building Company, LLC excludes costs associated with "Loss of Use".
 - The Builder's Risk policy excludes coverage for soft costs. Soft costs are defined as additional, non-physical expenses incurred as a result of delays or disruptions caused by a covered loss. If coverage for soft costs is desired, a soft cost endorsement can be requested based on coverage limits, specified by the Owner. Additional conditions, deductibles, and premiums will apply.
 - The Builder's Risk and Property Damage Policies do not cover existing buildings in which we are not performing work. Therefore, the Owner should retain their own Property Damage coverage on all existing buildings and shall provide for a waiver of subrogation in Ajax Building Company, LLC's favor. Premiums for Builders Risk coverage are not based on an actuarial analysis and are not subject to audit.
-



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

- We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be \$1,906 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Architectural and/or Engineering Fees are not included.
- The Construction Manager's Construction Phase Fee is included at the rate of 4.25% of the GMP which shall be converted to a lump sum upon acceptance of the GMP.
- This proposal does not include any provisions for enhanced hurricane protection (EHPA).
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost.
- The GMP and Project Schedule do not account for and specifically exclude impacts of Force Majeure Events as defined in the contract
- Fee has been removed from allowance items and contingency. As allowances and contingency are used, a 4.25% fee will be included for the total added cost of work.



**St. John's County Sheriff's Admin
ERP GMP PROPOSAL****July 1, 2026****Division 03 – Concrete**

- Clarifications, qualifications and assumptions related to Division 03:
 - Concrete Work
 - Concrete work is included per Bid Package 3.01 – Concrete.
 - Standard subsoil termite treatment is included at the slab sub-grade. No special or extended warranties are included. Treatment or damage mitigation to existing construction is not included.
 - General Concrete Items
 - Sidewalks, patio and bollard fill is included.

Division 05 – Metals

- Clarifications, qualifications and assumptions related to Division 05:
 - Structural Steel, Joists and Deck
 - Structural Steel, Joists and Deck are included per Bid Package 5.01 – Structural and Miscellaneous Steel.
 - Channel embeds at tilt wall openings are excluded per RFI Precon-4.
 - VE Item 5.01-1 was accepted. All joist seats are to be included as individual in lieu of continuous.
 - Miscellaneous and Fabricated Metals
 - Ladders are included as detailed in Structural drawings.

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
 - HVAC Work
 - An allowance of \$50,000 is included to allow for procurement of HVAC submittals.

Division 26 – Electrical

- Clarifications, qualifications and assumptions related to Division 26:
 - An allowance of \$50,000 is included to allow for procurement of electrical submittals and to establish temporary power to the jobsite and office trailer.

Division 31 – Earthwork

- Clarifications, qualifications and assumptions related to Division 31:
 - Site Work / Earthwork
 - Based on the Geotechnical Report as prepared by ECS dated 8/12/2025, it is assumed that the existing soils are of an acceptable material and that compaction can be achieved under normal means and methods, and that over-excavation and/or replacement of unsuitable soils will not be required in the performance of the work.
 - Sitework is included per Bid Package 31.01 – Sitework and Utilities.
 - An allowance of \$80,000 is included for dewatering.
 - Foundation underdrain is included as noted in RFI 3. Pipe is included as 4" ADS.
 - Waterproofing requirements as shown in this detail were not finalized at the time of submission. A \$65,000 allowance is included for this waterproofing.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

Division 32 – Exterior Improvements

- Clarifications, qualifications and assumptions related to Division 32:
 - Paving
 - Paving is included per Bid Package 31.01 – Sitework and Utilities.
 - Paving is included as (2) 1" lifts.
 - Sidewalks, Hardscaping and Site Improvements
 - Sidewalks are included per Bid Package 3.01 – Concrete.
 - Landscaping
 - With the exception of re-seeding areas disturbed during the construction process, no landscaping or irrigation is included in this proposal. Future Landscaping & Irrigation Bid Packaged to be include within 100% GMP submission.

Division 33 – Utilities

- Clarifications, qualifications and assumptions related to Division 33:
 - Site Utilities
 - Site Utilities are included per Bid Package 31.01 – Sitework and Utilities.
 - Backflow preventers located within the building are not included. Fire and domestic water backflow preventers inside building to be include in Bid Packages 21.01 – Fire Suppression and 22.01 – Plumbing in forthcoming GMP.

General Notes

- General clarifications, qualifications and assumptions related to the GMP Proposal:
 - In order to maintain the project schedule, the installation and/or finishing of drywall, doors, cabinets, casework, and other similar finishes/components may be required to commence prior to the HVAC system(s) being operational, conditioned air being achieved, and/or the building envelope being fully enclosed.
 - Electronic, CAD or BIM "As-Built" are not included in this ERP proposal. Final electronic as-builts will be provided and costs of these services will be included within the 100% GMP proposal. Ajax Building Company, LLC will maintain "As-Built" drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
 - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
 - This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.
 - Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.
 - All references to the "GMP" within this document are intended to refer to the work associated with the ERP or Early Release Package work.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION IV: COST REPORT NARRATIVE

Ajax Building Company, LLC is confident that the GMP Cost Report included herein is representative of the proposed scope of work depicted in the GMP Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering and Budget Options, and 3) the Allowance Schedule, contained in Sections III, IV and XII of this proposal.

The Base Bid GMP Proposal for the St. John's Sheriff's Administration Building totals \$4,539,048.00. The Base Bid GMP Proposal includes development of a 6.07-acre site located in the City of St. Augustine at the existing St. John's County Sheriff's campus. The sheriff's office will be a single-story building totaling 35,985 square feet. The building will be constructed with tilt up concrete wall panels and steel structure. Sitework for the project includes grading, new asphalt, storm drainage, utilities, sidewalks, and a patio connecting the new and existing buildings.

In addition to the Base Bid GMP Proposal, Ajax Building Company, LLC has provided pricing for various "Value Engineering and Budget Options" and "Alternates" for consideration by the St. John's County Board of County Commissioners, included in Sections IV and XI respectively. At this time, only those Value Engineering and Budget Options noted as accepted have been incorporated into the GMP Proposal, and no Alternates have been incorporated into the GMP Proposal.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

GMP Cost Report:

BASE BID GMP
CM Summary Report





Total Building Area (SF): 0

July 1, 2026

DESCRIPTION		TOTAL
00 BASE ESTIMATE		\$3,958,586
00.1 BASE ITEMS WITHOUT FEE		\$580,462
Base Estimate Cost		\$4,539,048

ALTERNATE DESCRIPTION		TOTAL
01	Alternate 01	\$322,649
Alternates Total Cost		\$322,649

Project Total Cost		\$4,861,697
--------------------	--	-------------

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

GMP Cost Report:

BASE BID GMP
CM Detail Report





Total Building Area (SF): 0

July 1, 2026

DESCRIPTION	TOTAL
01 GENERAL REQUIREMENTS	\$623,324
01A GENERAL REQUIREMENTS (COST OF WORK)	\$115,000
03 CONCRETE	\$1,032,819
05 METALS	\$584,834
07 THERMAL AND MOISTURE PROTECTION	\$65,000
23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)	\$50,000
26 ELECTRICAL	\$50,000
31 EARTHWORK	\$1,586,071
90 SOFT COSTS	\$431,999
Base Estimate Co	\$4,539,048

ALTERNATE DESCRIPTION	TOTAL
01 Alternate 01	\$322,649
Alternates Total Cost	\$322,649

Project Total Cost	\$4,861,697
---------------------------	--------------------



Total Building Area (SF): 0

July 1, 2026

DESCRIPTION	QUANTITY	UNIT	TOTAL
01 GENERAL REQUIREMENTS			
01 31 00 Project Management and Coordination			
013113.0020 Project Executive	29.50 WEEK	\$654.02	\$19,294
013113.0090 Operations Manager	29.50 WEEK	\$1,276.14	\$37,646
013113.0130 Full Time Project Manager	29.50 WEEK	\$4,267.45	\$125,890
013113.0190 General Superintendent	29.50 WEEK	\$1,276.14	\$37,646
013113.0210 Full Time Project Superintendent	29.50 WEEK	\$4,267.45	\$125,890
013113.0220 Superintendent Pick-Up Truck	6.00 MO	\$539.71	\$3,238
013113.0230 Fuel for Superintendent Pick-Up Truck	6.00 MO	\$269.88	\$1,619
013113.0260 Full Time Project Engineer #1	29.50 WEEK	\$2,262.00	\$66,729
013113.0360 Project Accountant	29.50 WEEK	\$256.17	\$7,557
013113.0370 Jobsite Secretary	29.50 WEEK	\$1,309.59	\$38,633
013113.0380 Home Office Secretary	29.50 WEEK	\$71.81	\$2,118
013130.0090 Travel Expenses Allowance	1.00 ALLW	\$10,650.00	\$10,650
013140.0010 Purchase Drawings/Reproduction Cost	1.00 LPSM	\$5,350.00	\$5,350
TOTAL: 01 31 00 Project Management and Coordination			\$482,261
01 32 00 Construction Progress Documentation			
013216.0000 Part Time Project Scheduler	15.16 WEEK	\$388.89	\$5,896
013216.0010 Construction Schedule [P6 Software]	6.00 MO	\$123.53	\$741
013226.0010 Project Document Management Software [Procore]	1.00 LPSM	\$4,539.05	\$4,539
013226.0020 Microsoft Teams/ShareFile	6.00 MO	\$155.24	\$931
013226.0030 Data Processing/IT	1.00 LPSM	\$5,738.36	\$5,738
013226.0040 Textura Payment Management Cloud Services	1.00 LPSM	\$3,300.00	\$3,300
013226.0050 Reality Capture Platform (OpenSpace/Cupix)	1.00 LPSM	\$14,000.00	\$14,000
013233.0010 Progress Photographs	6.00 MO	\$30.70	\$184
013233.0030 Aerial Photographs	6.00 MO	\$102.94	\$618
TOTAL: 01 32 00 Construction Progress Documentation			\$35,947
01 35 00 Special Procedures			
013529.0010 Safety Director	6.00 MO	\$1,100.52	\$6,603
013529.0030 First Aid Supplies	1.00 LPSM	\$856.00	\$856
013529.0060 Safety Jobsite Signs	30.00 EACH	\$68.40	\$2,052
013529.0080 Safety Supplies	6.00 MO	\$100.86	\$605
013529.0110 Water, Ice, & Cups	6.00 MO	\$30.70	\$184
TOTAL: 01 35 00 Special Procedures			\$10,301
01 41 00 Regulatory Requirements			
014126.0010 Building Permits Allowance	1.00 ALLW	\$21,100.00	\$21,100
TOTAL: 01 41 00 Regulatory Requirements			\$21,100
01 51 00 Temporary Utilities			
015113.0030 Electric Usage Charge	6.00 MO	\$438.53	\$2,631
015133.0010 Internet Service Charges	6.00 MO	\$416.60	\$2,500
015133.0050 Jobsite Communications	6.00 MO	\$701.65	\$4,210
015136.0020 Water Usage Charge	6.00 MO	\$39.47	\$237
TOTAL: 01 51 00 Temporary Utilities			\$9,577
01 52 00 Construction Facilities			
015213.0010 Project Office Trailer	6.00 MO	\$1,403.29	\$8,420
015213.0020 Office Trailer Set-Up	1.00 EACH	\$3,716.00	\$3,716
015213.0110 Project Office Supplies	6.00 MO	\$131.56	\$789
015213.0120 Jobsite Office Equipment	6.00 MO	\$329.41	\$1,976



Total Building Area (SF): 0

July 1, 2026

DESCRIPTION	QUANTITY	UNIT	TOTAL
015213.0130 Jobsite Office Furniture	6.00 MO	\$123.53	\$741
015213.0150 Jobsite Postage	6.00 MO	\$131.56	\$789
015213.0170 Jobsite Water Cooler	6.00 MO	\$65.78	\$395
015219.0010 Chemical Toilets	6.00 MO	\$350.82	\$2,105
TOTAL: 01 52 00 Construction Facilities			\$18,932
01 54 00 Construction Aids			
015430.0020 Small Tools & Equipment	6.00 MO	\$381.29	\$2,288
TOTAL: 01 54 00 Construction Aids			\$2,288
01 56 00 Temporary Barriers and Enclosures			
015626.0010 Temporary Job Fence	2,045.00 LNFT	\$8.00	\$16,360
TOTAL: 01 56 00 Temporary Barriers and Enclosures			\$16,360
01 58 00 Project Identification			
015813.0010 Project Sign	1.00 EACH	\$1,082.75	\$1,083
015813.0020 Jobsite Signage	1.00 LPSM	\$619.00	\$619
TOTAL: 01 58 00 Project Identification			\$1,702
01 71 00 Examination and Preparation			
017123.0010 Surveys - Initial	1.00 LPSM	\$3,500.00	\$3,500
017123.0020 Layout Supplies	3.00 WEEK	\$267.50	\$803
TOTAL: 01 71 00 Examination and Preparation			\$4,303
01 74 00 Cleaning and Waste Management			
017419.0020 Dump Charges	680.00 CUYD	\$30.23	\$20,555
TOTAL: 01 74 00 Cleaning and Waste Management			\$20,555
TOTAL: 01 GENERAL REQUIREMENTS			\$623,324
01A GENERAL REQUIREMENTS (COST OF WORK)			
01 45 00 Quality Control			
014529.0000 Laboratory Testing Allowance	1.00 ALLW	\$35,000.00	\$35,000
TOTAL: 01 45 00 Quality Control			\$35,000
01 57 00 Temporary Controls			
015719.0100 Dewatering Allowance	1.00 ALLW	\$80,000.00	\$80,000
TOTAL: 01 57 00 Temporary Controls			\$80,000
TOTAL: 01A GENERAL REQUIREMENTS (COST OF WORK)			\$115,000
03 CONCRETE			
03 31 00 Structural Concrete			
033100.0000 BP 03.01 Cast-in-Place Concrete	1.00 LPSM	\$1,032,819.00	\$1,032,819
TOTAL: 03 31 00 Structural Concrete			\$1,032,819
TOTAL: 03 CONCRETE			\$1,032,819
05 METALS			
05 12 00 Structural Steel Framing			
051223.0000 BP 05.01 Structural & Miscellaneous Steel	1.00 LPSM	\$590,134.00	\$590,134
051223.0005 - VE Item 5.01-1: Individual ILO Continuous Joist Seats	1.00 LPSM	(\$5,300.00)	(\$5,300)
TOTAL: 05 12 00 Structural Steel Framing			\$584,834
TOTAL: 05 METALS			\$584,834
07 THERMAL AND MOISTURE PROTECTION			
07 12 00 Built-Up Bituminous Waterproofing			



Total Building Area (SF): 0

July 1, 2026

DESCRIPTION	QUANTITY	UNIT	TOTAL
071213.0120 Foundation Waterproofing Allowance	1.00 ALLW	\$65,000.00	\$65,000
TOTAL: 07 12 00 Built-Up Bituminous Waterproofing			\$65,000
TOTAL: 07 THERMAL AND MOISTURE PROTECTION			\$65,000
23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			
23 00 00 HVAC			
230000.0000 HVAC Early Procurement / Submittals Allowance	1.00 ALLW	\$50,000.00	\$50,000
TOTAL: 23 00 00 HVAC			\$50,000
TOTAL: 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			\$50,000
26 ELECTRICAL			
26 00 00 Electrical			
260000.0000 Electrical Early Procurement / Submittals Allowance	1.00 ALLW	\$50,000.00	\$50,000
TOTAL: 26 00 00 Electrical			\$50,000
TOTAL: 26 ELECTRICAL			\$50,000
31 EARTHWORK			
31 10 00 Site Clearing			
311000.0000 BP 31.01 Sitework & Utilities	1.00 LPSM	\$1,586,071.00	\$1,586,071
TOTAL: 31 10 00 Site Clearing			\$1,586,071
TOTAL: 31 EARTHWORK			\$1,586,071
90 SOFT COSTS			
90 11 00 Bond Requirements			
901110.0000 Performance & Payment Bond	1.00 LPSM	\$31,773.33	\$31,773
TOTAL: 90 11 00 Bond Requirements			\$31,773
90 12 00 Insurance Requirements			
901210.0000 General Liability Insurance	1.00 LPSM	\$49,475.62	\$49,476
901220.0000 Builder's Risk Insurance Allowance	1.00 ALLW	\$51,291.24	\$51,291
TOTAL: 90 12 00 Insurance Requirements			\$100,767
90 21 00 Warranty Requirements			
902110.0000 Warranty Allocation	1.00 LPSM	\$1,906.40	\$1,906
TOTAL: 90 21 00 Warranty Requirements			\$1,906
90 51 00 Escalation			
905110.0000 Escalation Allowance	1.00 NIC	\$0.00	\$0
TOTAL: 90 51 00 Escalation			\$0
90 73 00 Construction Manager Contingency			
907310.0000 Construction Manager Contingency	1.00 LPSM	\$136,171.43	\$136,171
TOTAL: 90 73 00 Construction Manager Contingency			\$136,171
90 90 00 Construction Manager Overhead and Fees			
909010.0000 Construction Manager Fee	1.00 LPSM	\$161,381.20	\$161,381
TOTAL: 90 90 00 Construction Manager Overhead and Fees			\$161,381
TOTAL: 90 SOFT COSTS			\$431,999
Base Estimate Total Cost			\$4,539,048



Total Building Area (SF): 0

July 1, 2026

01 Alternate 01
Add Parking

DESCRIPTION	QUANTITY	UNIT	TOTAL
32 EXTERIOR IMPROVEMENTS			
32 00 00 Exterior Improvements			
320000.0000 Add Parking	1.00 LPSM	\$291,038.00	\$291,038
TOTAL: 32 00 00 Exterior Improvements			\$291,038
TOTAL: 32 EXTERIOR IMPROVEMENTS			\$291,038
90 SOFT COSTS			
90 11 00 Bond Requirements			
901110.0000 Performance & Payment Bond	1.00 LPSM	\$2,258.54	\$2,259
TOTAL: 90 11 00 Bond Requirements			\$2,259
90 12 00 Insurance Requirements			
901210.0000 General Liability Insurance	1.00 LPSM	\$3,516.88	\$3,517
901220.0000 Builder's Risk Insurance Allowance	1.00 ALLW	\$3,645.94	\$3,646
TOTAL: 90 12 00 Insurance Requirements			\$7,163
90 21 00 Warranty Requirements			
902110.0000 Warranty Allocation	1.00 LPSM	\$135.51	\$136
TOTAL: 90 21 00 Warranty Requirements			\$136
90 73 00 Construction Manager Contingency			
907310.0000 Construction Manager Contingency	1.00 LPSM	\$9,679.48	\$9,679
TOTAL: 90 73 00 Construction Manager Contingency			\$9,679
90 90 00 Construction Manager Overhead and Fees			
909010.0000 Construction Manager Fee	1.00 LPSM	\$12,374.87	\$12,375
TOTAL: 90 90 00 Construction Manager Overhead and Fees			\$12,375
TOTAL: 90 SOFT COSTS			\$31,611
TOTAL: 01 Alternate 01			\$322,649

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

VALUE ENGINEERING AND BUDGET OPTIONS

The following Value Engineering and Budget Option ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration by the St. John's County Board of County Commissioners. Those items noted as "Accepted" have been incorporated into this GMP Proposal. Those items noted as "Pending" are available for consideration. Those items noted as "Rejected" have previously been considered by the project team and were rejected.

The below listed pricing is guaranteed through July 31, 2026, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation. The pricing for each item represents the adjustment required to the Base Bid GMP to incorporate the proposed change in scope. All quantities and descriptions listed in the narratives are part of the pricing provided. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

Note: The proposed change in scope and related pricing for various options may be overlapping in nature and may require revisions based on the combination of items accepted.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

VALUE ENGINEERING AND BUDGET OPTIONS

See Value Engineering and Budget Options Worksheet on the following pages.



Project Name: SJSO Admin
City, State:
Design Phase:ERP



VALUE ENGINEERING AND BUDGET OPTIONS

[illegible]

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION V: SCHEDULE NARRATIVE

Refer to the attached Master Project Schedule dated June 8, 2026 as prepared by Ajax Building Company, LLC and included in Section VI-B of this proposal for the illustration of the below listed items. The project schedule has been updated to include progress achieved through June 8, 2026.

The project schedule included within this proposal is based on the information represented in the ERP GMP Documents. The project schedule reflects an overall duration of six (6) months for the ERP phase of the project. The effective "substantial completion" of the ERP work will be the date of structural steel completion.

The following contractual dates are incorporated into the CM Contract via this ERP GMP Proposal.

- | | |
|--------------------------|----------------|
| ▪ Substantial Completion | March 12, 2027 |
|--------------------------|----------------|

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- | | |
|--|-------------------|
| ▪ Mobilization / Start of Construction | August 19, 2026 |
| ▪ Building Pad Prepared | October 2, 2026 |
| ▪ Foundations Complete | November 13, 2026 |
| ▪ Tilt Walls Erected | February 19, 2027 |
| ▪ Top-Out of Building Structure | March 12, 2027 |

The following are projected Milestone Dates anticipated within the forthcoming full GMP project schedule.

- | | |
|--------------------------|-------------------|
| ▪ Building Dry-In | May 14, 2027 |
| ▪ Permanent Power | May 21, 2027 |
| ▪ Substantial Completion | October 26, 2027 |
| ▪ Final Completion | December 23, 2027 |
| ▪ Owner Occupancy | December 27, 2027 |

In order for construction activities to commence on August 19, 2026 as scheduled, the following contractual activities will need to be completed as indicated.

- | | |
|----------------------------------|---------------|
| ▪ GMP Negotiations Complete | July 10, 2026 |
| ▪ CM Contract Amendment Executed | July 22, 2026 |
| ▪ All Required Permits Issued | July 22, 2026 |
| ▪ Notice to Proceed Issued | July 29, 2026 |

Should any of the above listed dates not be met and therefore delay the commencement and/or progress of construction, the contractual substantial and final completion dates noted above will require extension on a day for day basis.

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

The schedule is based upon the assumption that any design revisions required to address future design review comments and/or permitting review comments will be issued to the Construction Manager within one (1) week of



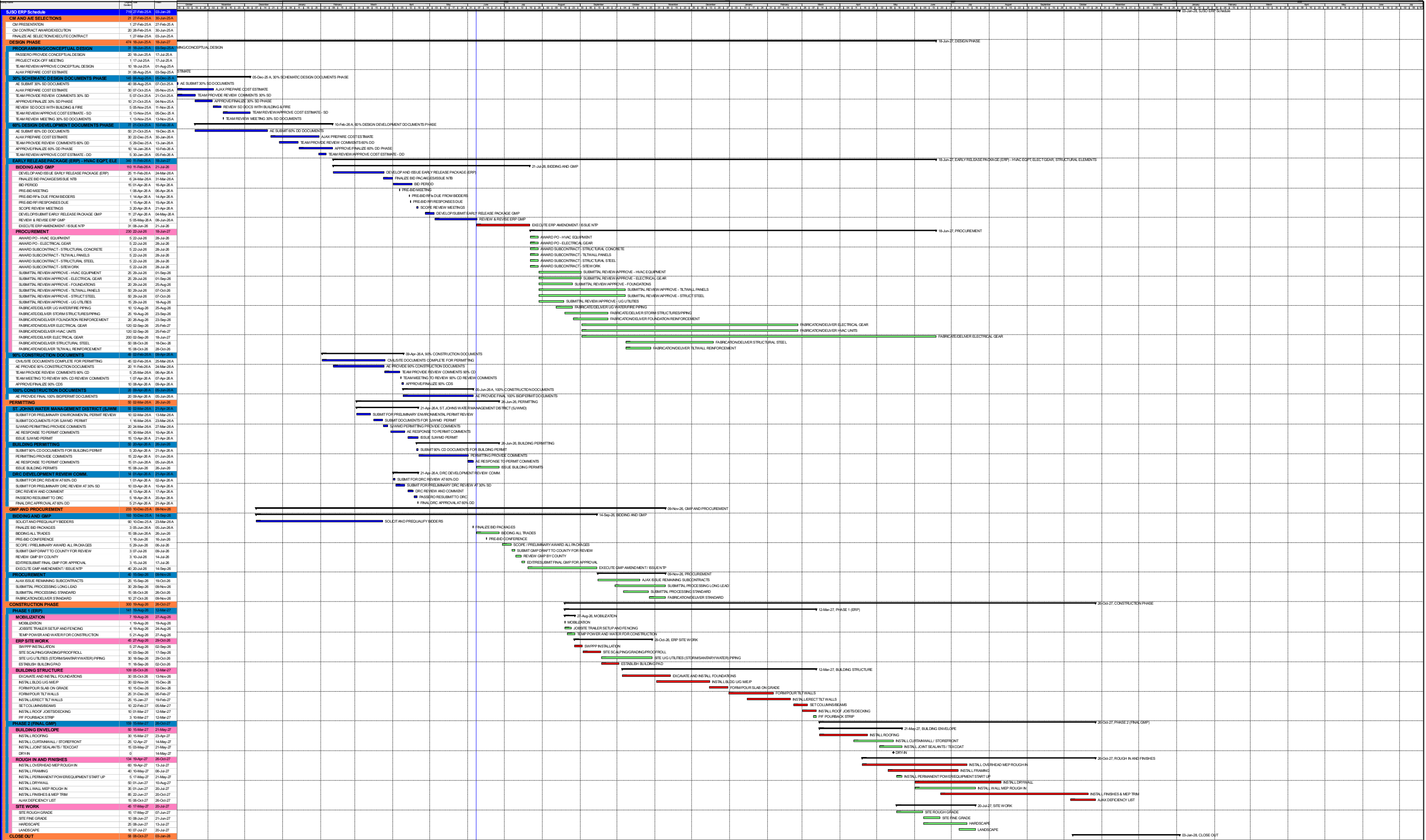
St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

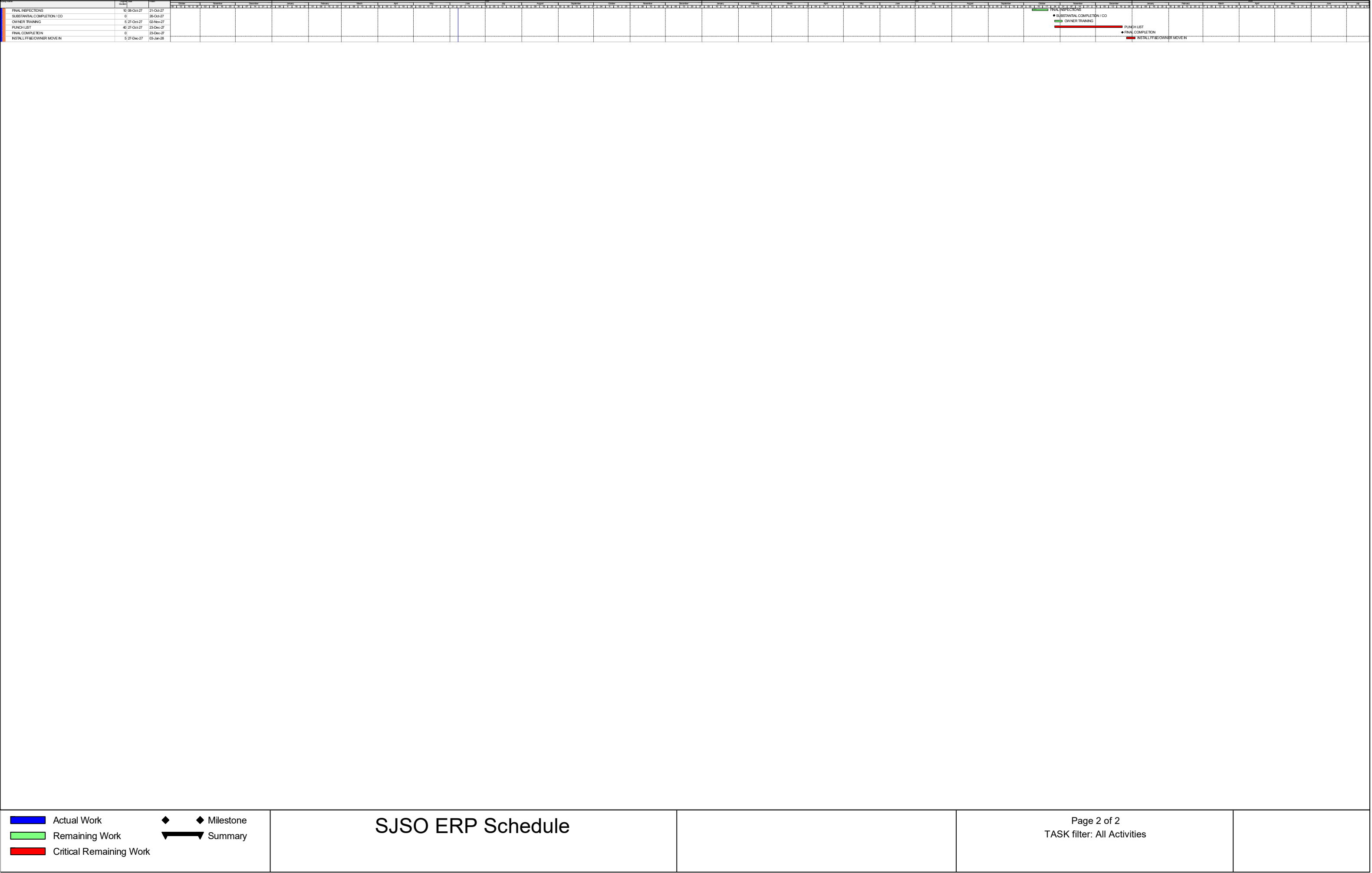
receipt of such comments with a directive to proceed. It is further assumed that such revisions (if any) will be minor in nature and will not result in a material change in the overall scope and/or direction of the project.

Ajax Building Company, LLC will continue to work closely with the Project Team throughout the Preconstruction and Construction Phases of the project to ensure that all critical dates are maintained.





SJSO ERP Schedule



Section VI
Proposed Subcontractors

Bid Package	Proposed Contractor
3.05 - Tilt Up Concrete w/ Cast In Place	BNG Construction
5.01 - Structural and Misc. Steel	Allstate Steel
31.01 - Sitework and Utilities	Tomoka Construction Services

Bid tabulation and subcontractor proposals provided via Sharefile

Section VII
Proposed Owner Direct Purchases

Material	Estimated Value (Including Sales Tax)
Concrete	\$ 350,000.00
Rebar	\$ 70,000.00
Utility Pipe and Fittings	\$ 65,000.00
Storm Pipe and Fittings	\$ 55,000.00
Joists and Deck	\$ 185,000.00
Misc. Carpentry Materials/Lumber/Fasteners	\$ 25,000.00
Total Potential ODP Value (Including Tax)	\$ 750,000.00
Total Potential Tax Savings on Above Items	\$ 48,750.00

Section VIII

Risk Register

RISK REGISTER — SJSO ADMIN BUILDING																	
Project Name:						Project Manager:					Date Issued:						
SJSO Sheriff's Admin						Nick Story					5/5/2026						
Risk ID	Risk Category	Risk Description	Potential Cause(s)	Potential Consequence(s)	Risk Owner	Phase	Likelihood (1–5)	Impact (1–5)	Risk Score (LxI)	Risk Rating	Current Controls / Mitigation	Residual Likelihood	Residual Impact	Residual Score	Residual Rating	Response Action	Review Date
1	Regulatory & Compliance	Delays in obtaining government approvals / permits	Slow review processes; incomplete documentation	Project delays; cost overruns; contract penalties	Project Manager	Pre-Construction	3	4	12	CRITICAL	Begin permit process early; meetings with authorities; maintain permit tracker	2	3	6	MEDIUM	Submit all permit applications 60 days ahead of schedule; assign dedicated compliance officer	Monthly
2	Health & Safety	Serious on-site injury or fatality	Inadequate safety protocols; contractor non-compliance; site hazards	Loss of life; work stoppages; legal liability	Safety Manager	Construction	2	5	10	HIGH	OSHA-compliant safety plan; daily toolbox talks; third-party safety audits	1	4	4	LOW	Implement site safety management system; zero-tolerance policy; weekly HSE reporting	Weekly
3	Procurement	Key subcontractor default	Contractor insolvency; labour disputes; performance failure	Delays; potential liquidated damages	Project Manager/Preconstruction Manager	Construction	1	4	4	MEDIUM	Contractor financial vetting; performance bonds; thorough prequalification process	1	3	3	LOW	Pre-qualify contractors; include step-in rights; monitor KPIs monthly	Monthly
4	Design	Design errors or omissions	Inadequate design brief; coordination failures between disciplines	Rework; cost overruns; delays; contractual disputes	Architect/Engineer	Design	2	4	8	HIGH	Thorough design reviews; BIM coordination;	1	3	3	LOW	Mandatory third-party design review at 30/60/90%; clash detection via BIM	At each milestone
5	Schedule	Delays due to adverse weather events	Hurricanes, flooding, extreme heat (Miami climate risk)	Construction delays; material damage; additional costs	Project Manager	Construction	3	3	9	MEDIUM	Weather risk analysis; weather damage insurance	2	2	4	LOW	Include 15-day weather allowance in baseline schedule; review monthly during hurricane season	Monthly (Jun–Nov)
6	Labour & Resources	Skilled labour shortage	Tight construction market; competition from other projects	Schedule delays; increased labour costs; quality issues	Project Manager	Construction	3	3	9	MEDIUM	Early labour mobilisation plan; use of subcontractor frameworks; competitive wage rates	2	2	4	LOW	Engage labour hire firms 90 days pre-construction; skills gap assessment	Quarterly
7	Quality	Non-conforming materials or workmanship	Supplier failure; inadequate QA/QC	Rework; liability; asset underperformance	Project Manager/Superintendent	Construction	3	3	9	MEDIUM	Material testing regime; Inspection & Test Plans	1	2	2	LOW	Third-party QA audits; materials traceability register; non-conformance reporting system	Monthly
8	Geotechnical	Unforeseen ground conditions	Inadequate site investigation; geological anomalies	Foundation redesign; cost overruns; delays	Geotechnical Engineer	Pre-Construction	2	4	8	MEDIUM	Comprehensive geotechnical investigation;	1	3	3	LOW	Increase borehole density in high-risk zones; maintain geotechnical contingency fund	Pre-construction
9	Inflation & Market	Material cost escalation	Supply chain disruption; global commodity price volatility	Budget overrun; contractor claims	Project Manager/Preconstruction Manager	Construction	2	3	6	HIGH	Fixed-price contracts where possible; escalation clauses; early procurement of long-lead items	2	2	4	LOW	Lock in material prices at contract award; monitor commodity indices monthly	Monthly
10	Geotechnical	High Groundwater Levels	High ground water level shown on geotechnical report	Dewatering required, delays	Project Manager/Preconstruction Manager	Construction	3	3	9	HIGH	Investigate by digging to foundation depth to determine if groundwater will be encountered. If so, allowance included for well point dewatering	2	2	4	LOW	Identify if issue and if so install dewatering immediately	Weekly

Section IX

Key Personnel

Position	Names
Project Executive	Cranston Harris (Authorized Representative)
General Superintendent	David Lee
Project Manager	Nick Story
Superintendent	Preston Sellers
Project Administrator	Katie Lewis
Regional Safety Director	Drew Arnold

Section X

Schedule of Values

A	B	C			D	E	F	G		H	I
Item No.	Description	Scheduled Value			Work Completed (D+E)		Material Presently Stored	Total Completed & Stored to Date	Per% (G/C)	Balance to Finish	Retainage
		Original	Change Orders	Current	From Previous Applications	This Period					
013113.0020	Project Executive	\$ 19,294.00	\$ -	\$ 19,294.00	\$ -	\$ -	\$ -	\$ -		\$ 19,294.00	\$ -
013113.0090	Operations Manager	\$ 37,646.00	\$ -	\$ 37,646.00	\$ -	\$ -	\$ -	\$ -		\$ 37,646.00	\$ -
013113.0130	Project Manager	\$ 125,890.00	\$ -	\$ 125,890.00	\$ -	\$ -	\$ -	\$ -		\$ 125,890.00	\$ -
013113.0190	General Superintendent	\$ 37,646.00	\$ -	\$ 37,646.00	\$ -	\$ -	\$ -	\$ -		\$ 37,646.00	\$ -
013113.0210	Superintendent	\$ 125,890.00	\$ -	\$ 125,890.00	\$ -	\$ -	\$ -	\$ -		\$ 125,890.00	\$ -
013113.0220	Superintendent Truck	\$ 3,238.00	\$ -	\$ 3,238.00	\$ -	\$ -	\$ -	\$ -		\$ 3,238.00	\$ -
013113.0230	Fuel for Superintendent Truck	\$ 1,619.00	\$ -	\$ 1,619.00	\$ -	\$ -	\$ -	\$ -		\$ 1,619.00	\$ -
013113.0260	Project Engineer	\$ 66,729.00	\$ -	\$ 66,729.00	\$ -	\$ -	\$ -	\$ -		\$ 66,729.00	\$ -
013113.0360	Project Accountant	\$ 7,558.00	\$ -	\$ 7,558.00	\$ -	\$ -	\$ -	\$ -		\$ 7,558.00	\$ -
013113.0370	Jobsite Secretary	\$ 38,633.00	\$ -	\$ 38,633.00	\$ -	\$ -	\$ -	\$ -		\$ 38,633.00	\$ -
013113.0380	Home Office Secretary	\$ 2,118.00	\$ -	\$ 2,118.00	\$ -	\$ -	\$ -	\$ -		\$ 2,118.00	\$ -
013113.0090	Travel Expenses	\$ 10,650.00	\$ -	\$ 10,650.00	\$ -	\$ -	\$ -	\$ -		\$ 10,650.00	\$ -
013140.0010	Drawings/Reproductions	\$ 5,350.00	\$ -	\$ 5,350.00	\$ -	\$ -	\$ -	\$ -		\$ 5,350.00	\$ -
013216.0000	Scheduler	\$ 5,896.00	\$ -	\$ 5,896.00	\$ -	\$ -	\$ -	\$ -		\$ 5,896.00	\$ -
013216.0010	P6 (Scheduling Software)	\$ 741.00	\$ -	\$ 741.00	\$ -	\$ -	\$ -	\$ -		\$ 741.00	\$ -
013226.0010	Procore	\$ 4,539.00	\$ -	\$ 4,539.00	\$ -	\$ -	\$ -	\$ -		\$ 4,539.00	\$ -
013226.0020	Microsoft Teams/Sharefile	\$ 931.00	\$ -	\$ 931.00	\$ -	\$ -	\$ -	\$ -		\$ 931.00	\$ -
013226.0030	Data Processing	\$ 5,738.00	\$ -	\$ 5,738.00	\$ -	\$ -	\$ -	\$ -		\$ 5,738.00	\$ -
013226.0040	Textura	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -	\$ -	\$ -	\$ -		\$ 3,300.00	\$ -
013226.0050	OpenSpace	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -		\$ 14,000.00	\$ -
013233.0010	Progress Photos	\$ 184.00	\$ -	\$ 184.00	\$ -	\$ -	\$ -	\$ -		\$ 184.00	\$ -
013233.0030	Aerial Photos	\$ 618.00	\$ -	\$ 618.00	\$ -	\$ -	\$ -	\$ -		\$ 618.00	\$ -
013529.0010	Safety Director	\$ 6,603.00	\$ -	\$ 6,603.00	\$ -	\$ -	\$ -	\$ -		\$ 6,603.00	\$ -
013523.0030	First Aid Supplies	\$ 856.00	\$ -	\$ 856.00	\$ -	\$ -	\$ -	\$ -		\$ 856.00	\$ -
013529.0060	Safety Signage	\$ 2,052.00	\$ -	\$ 2,052.00	\$ -	\$ -	\$ -	\$ -		\$ 2,052.00	\$ -
013529.0080	Safety Supplies	\$ 605.00	\$ -	\$ 605.00	\$ -	\$ -	\$ -	\$ -		\$ 605.00	\$ -
013529.0110	Water, Ice, Cups	\$ 184.00	\$ -	\$ 184.00	\$ -	\$ -	\$ -	\$ -		\$ 184.00	\$ -
014126.0010	Building Permits	\$ 21,100.00	\$ -	\$ 21,100.00	\$ -	\$ -	\$ -	\$ -		\$ 21,100.00	\$ -
015113.0030	Electric Usage	\$ 2,630.00	\$ -	\$ 2,630.00	\$ -	\$ -	\$ -	\$ -		\$ 2,630.00	\$ -
015133.0010	Internet	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -		\$ 2,500.00	\$ -
015133.0050	Jobsite Communications	\$ 4,210.00	\$ -	\$ 4,210.00	\$ -	\$ -	\$ -	\$ -		\$ 4,210.00	\$ -
015136.0020	Water Usage	\$ 237.00	\$ -	\$ 237.00	\$ -	\$ -	\$ -	\$ -		\$ 237.00	\$ -
015213.0010	Office Trailer	\$ 8,420.00	\$ -	\$ 8,420.00	\$ -	\$ -	\$ -	\$ -		\$ 8,420.00	\$ -
015213.0020	Trailer Setup	\$ 3,716.00	\$ -	\$ 3,716.00	\$ -	\$ -	\$ -	\$ -		\$ 3,716.00	\$ -
015213.0110	Office Supplies	\$ 789.00	\$ -	\$ 789.00	\$ -	\$ -	\$ -	\$ -		\$ 789.00	\$ -
015213.0120	Office Equipment	\$ 1,976.00	\$ -	\$ 1,976.00	\$ -	\$ -	\$ -	\$ -		\$ 1,976.00	\$ -
015213.0130	Office Furniture	\$ 741.00	\$ -	\$ 741.00	\$ -	\$ -	\$ -	\$ -		\$ 741.00	\$ -
015213.0150	Postage	\$ 789.00	\$ -	\$ 789.00	\$ -	\$ -	\$ -	\$ -		\$ 789.00	\$ -
015213.0170	Water Cooler	\$ 395.00	\$ -	\$ 395.00	\$ -	\$ -	\$ -	\$ -		\$ 395.00	\$ -

Section X

Schedule of Values

015219.0010	Chemical Toilets	\$ 2,105.00	\$ -	\$ 2,105.00	\$ -	\$ -	\$ -	\$ -	\$ 2,105.00	\$ -
015430.0020	Small Tools	\$ 2,288.00	\$ -	\$ 2,288.00	\$ -	\$ -	\$ -	\$ -	\$ 2,288.00	\$ -
015626.0010	Temp Fence	\$ 16,360.00	\$ -	\$ 16,360.00	\$ -	\$ -	\$ -	\$ -	\$ 16,360.00	\$ -
015813.0010	Project Sign	\$ 1,083.00	\$ -	\$ 1,083.00	\$ -	\$ -	\$ -	\$ -	\$ 1,083.00	\$ -
015813.0020	Jobsite Signage	\$ 619.00	\$ -	\$ 619.00	\$ -	\$ -	\$ -	\$ -	\$ 619.00	\$ -
017123.0010	Layout	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -
017123.0020	Layout Supplies	\$ 803.00	\$ -	\$ 803.00	\$ -	\$ -	\$ -	\$ -	\$ 803.00	\$ -
017417.0020	Dumpsters	\$ 20,555.00	\$ -	\$ 20,555.00	\$ -	\$ -	\$ -	\$ -	\$ 20,555.00	\$ -
033100.0000	BP 3.01 - Concrete	\$ 1,032,819.00	\$ -	\$ 1,032,819.00	\$ -	\$ -	\$ -	\$ -	\$ 1,032,819.00	\$ -
051223.0000	BP 5.01 - Structural Steel	\$ 584,834.00	\$ -	\$ 584,834.00	\$ -	\$ -	\$ -	\$ -	\$ 584,834.00	\$ -
311000.0000	BP 31.01 - Sitework	\$ 1,586,071.00	\$ -	\$ 1,586,071.00	\$ -	\$ -	\$ -	\$ -	\$ 1,586,071.00	\$ -
014529.0000	Lab Testing	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -
015719.0100	Dewatering Allowance	\$ 80,000.00	\$ -	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	\$ -
071213.0120	Waterproofing Allowance	\$ 65,000.00	\$ -	\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00	\$ -
230000.0000	HVAC Early Procurement	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
260000.0000	Electrical Early Procurement	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
901110.0000	P&P Bond	\$ 31,773.00	\$ -	\$ 31,773.00	\$ -	\$ -	\$ -	\$ -	\$ 31,773.00	\$ -
901210.0000	GL Insurance	\$ 49,476.00	\$ -	\$ 49,476.00	\$ -	\$ -	\$ -	\$ -	\$ 49,476.00	\$ -
901220.0000	Builders Risk	\$ 51,291.00	\$ -	\$ 51,291.00	\$ -	\$ -	\$ -	\$ -	\$ 51,291.00	\$ -
902110.0000	Warranty	\$ 1,908.00	\$ -	\$ 1,908.00	\$ -	\$ -	\$ -	\$ -	\$ 1,908.00	\$ -
907310.0000	CM Contingency	\$ 136,171.00	\$ -	\$ 136,171.00	\$ -	\$ -	\$ -	\$ -	\$ 136,171.00	\$ -
909010.0000	Fee	\$ 161,381.00	\$ -	\$ 161,381.00	\$ -	\$ -	\$ -	\$ -	\$ 161,381.00	\$ -
	Total	\$ 4,539,048.00	\$ -	\$ 4,539,048.00	\$ -	\$ -	\$ -	\$ -	\$ 4,539,048.00	\$ -

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION XI: ALTERNATES NARRATIVE

Within this section we have included pricing for various Alternates for consideration by St. John's County. At this time, none of these Alternates are included within the Base Bid GMP Proposal. The pricing for each alternate represents the adjustment required to the Base Bid GMP Proposal to incorporate the proposed change in scope. A summary listing of the proposed alternates is listed below. A more detailed description and a detailed cost report for each alternate have been provided immediately following this narrative. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

- | | | |
|--|-----|-----------|
| ▪ Alternate No. 1 – Add Parking Lot and Storm Drainage | Add | \$322,649 |
|--|-----|-----------|

The Alternate Pricing provided is guaranteed through July 31, 2026, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.

Note: The proposed change in scope and related pricing for various Alternates may be overlapping in nature and may require revisions based on the combination of Alternates accepted.

In addition to the alternate pricing provided in this section of the proposal, pricing for various Value Engineering and Budget Options under consideration have been provided in Section IV-D of this proposal.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

ALTERNATE NO. 1

Alternate Narrative:

Provide additional parking area and remove/replace existing storm drainage.

Adjustment to the Base Bid GMP: **Add** **\$322,649**

Note: A copy of the CM Detail Cost Report related to this alternate is attached and immediately follows this narrative.

Adjustment to the Contract Time: **Add/Deduct** **0 Calendar Days**





June 3, 2026

**01 Alternate 01
Add Parking**

DESCRIPTION	QUANTITY	UNIT	TOTAL
01 ALTERNATE 01			
01_BID PACKAGES			
32 EXTERIOR IMPROVEMENTS			
32 00 00 Exterior Improvements			
320000.0000 Add Parking	1.00 LPSM	\$291,038.00	\$291,038
TOTAL: 32 00 00 Exterior Improvements			\$291,038
TOTAL: 32 EXTERIOR IMPROVEMENTS			\$291,038
TOTAL: 01_BID PACKAGES			\$291,038
92_WARRANTY			
90 SOFT COSTS			
90 21 00 Warranty Requirements			
902110.0000 Warranty Allocation	1.00 LPSM	\$135.51	\$136
TOTAL: 90 21 00 Warranty Requirements			\$136
TOTAL: 90 SOFT COSTS			\$136
TOTAL: 92_WARRANTY			\$136
99_FEE			
90 SOFT COSTS			
90 90 00 Construction Manager Overhead and Fees			
909010.0000 Construction Manager Fee	1.00 LPSM	\$12,374.87	\$12,375
TOTAL: 90 90 00 Construction Manager Overhead and Fees			\$12,375
TOTAL: 90 SOFT COSTS			\$12,375
TOTAL: 99_FEE			\$12,375
TOTAL: 01 ALTERNATE 01			\$303,548
01.1 ALTERNATE ITEMS WITHOUT FEE			
91_BONDS & INSURANCES			
90 SOFT COSTS			
90 11 00 Bond Requirements			
901110.0000 Performance & Payment Bond	1.00 LPSM	\$2,258.54	\$2,259
TOTAL: 90 11 00 Bond Requirements			\$2,259
90 12 00 Insurance Requirements			
901210.0000 General Liability Insurance	1.00 LPSM	\$3,516.88	\$3,517
901220.0000 Builder's Risk Insurance Allowance	1.00 ALLW	\$3,645.94	\$3,646
TOTAL: 90 12 00 Insurance Requirements			\$7,163
TOTAL: 90 SOFT COSTS			\$9,421
TOTAL: 91_BONDS & INSURANCES			\$9,421
93_CONTINGENCIES			
90 SOFT COSTS			
90 73 00 Construction Manager Contingency			
907310.0000 Construction Manager Contingency	1.00 LPSM	\$9,679.48	\$9,679
TOTAL: 90 73 00 Construction Manager Contingency			\$9,679



June 3, 2026

01 Alternate 01
Add Parking

DESCRIPTION	QUANTITY	UNIT	TOTAL
TOTAL: 90 SOFT COSTS			\$9,679
TOTAL: 93_CONTINGENCIES			\$9,679
TOTAL: 01.1 ALTERNATE ITEMS WITHOUT FEE			\$19,101
TOTAL: 01 Alternate 01			\$322,649

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION 12: ALLOWANCE SCHEDULE

The following allowances are included in the GMP Proposal where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are for the cost of work only and do not include costs for insurance, bonds, contingency, fee, etc.

It is understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each of the below listed allowances and the actual costs and/or savings realized for each allowance.

<u>Item No.</u>	<u>Description</u>	<u>Allowance Amount</u>
	Division 01 – General Requirements	
014529.0000	Lab Testing Services	\$35,000
071213.0120	Foundation Waterproofing	\$65,000
013140.0010	Drawings/Reproductions	\$5,350
014126.0010	Building Permits	\$21,100
013130.0090	Travel Expenses	\$10,650
	Division 23 – HVAC	
230000.0000	Early Submittals	\$50,000
	Division 26 – Electrical	
260000.0000	Early Submittals/Temporary Power	\$50,000
	Division 31 – Earthwork	
015719.0100	Dewatering Allowance	\$80,000
	Bonds and Insurance	
901220.0000	Builders Risk Allowance	\$52,013
	Total Allowance	\$369,113

END OF ALLOWANCE SCHEDULE



SECTION XIII: GMP ACCEPTANCE PERIOD

Pricing within this GMP to remain valid for 60 days.

St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

SECTION XIV: SITE UTILIZATION PLAN NARRATIVE

Refer to the attached Site Utilization Plan dated November 6, 2025 as prepared by Ajax Building Company, LLC and included in Section XIV-B of this proposal for the illustration of the below listed items.

Temporary Fencing

- Material: Six foot (6') high galvanized chain link fencing will be utilized for the temporary construction fencing.
- Locations: Temporary fencing will be installed at the locations indicated on the Site Utilization Plan.
- Visual Barriers: Full-height windscreening will be installed as a visual barrier on all chain link fencing and gates. This visual barrier will be maintained for the duration of the project.

Construction Entrances and Temporary Gates

- Primary Construction Entrance: The primary construction entrance is located at the northeast corner of the site off Law Enforcement Way. A 20' wide vehicle gate will be located at this entrance.
- Secondary Construction Entrances: Secondary entrances to the project site will be located at the southeast corner of the side off law enforcement way. 20' wide vehicle gates will be located at these entrances. These entrances will serve as secondary and emergency access to the project site.
- All construction entrances intended for vehicular traffic will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC. Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.
- Ajax to provide "Warning" and "No Trespassing" signage at all entrances for non-construction personnel.
- Note: The locations for all gates are indicated on the Site Utilization Plan.

Site Security

- Gate Security: All temporary gates, vehicle and pedestrian, will be chained and locked during non-work hours throughout the duration of the project.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Tree Protection / Erosion Control / Barricades

- Tree protection: All tree protection required by the Contract Documents will be installed prior to the commencement of site work.
- Erosion Control: All silt fencing, hay bales and other erosion control measures required by the Contract Documents will be installed prior to the commencement of site work.
- Tree and Root Pruning: All tree and root pruning required will be performed in accordance with the Contract Documents.



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

Crane, Vehicle and Equipment Paths

- Crane, vehicle and equipment paths required for equipment and/or vehicle travel, bearing, access, etc. within the project site will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC.
- Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.

On-Site Material Storage

- Storage Containers: Various materials, equipment and fabricated items will be stored in Connex-type trailers, tractor trailers and storage boxes within the fenced area of the project site. All storage containers will be locked during non-work hours.
- Open Material Storage: Various materials, equipment and fabricated items that do not lend themselves to be stored in containers will be stored and/or staged on the project site. Such items will be stored on dunnage and protected from the elements as necessary to ensure that that quality and condition of the items is not jeopardized.

Temporary Facilities

- Jobsite Office Trailers: The locations for jobsite office trailers are indicated on the Site Utilization Plan. The locations indicated have been proposed in an effort to minimize interference with construction activities and to allow for minimal disturbance of the completed construction when the office trailers are removed at the completion of the project. All jobsite office trailers will be well-maintained units.
- Schedule: The project schedule indicates that the mobilization of jobsite office trailers will commence in July 2026 with the start of mobilization activities.
- Temporary Power:
 - Temporary electrical service for the jobsite office trailers will be obtained from the transformer powering the existing SJSO facilities. The temporary electrical service is being provided by FPL and will be installed by the project electrician.
 - Temporary electrical service for the construction site will be obtained from the transformer powering the existing SJSO facilities. The temporary electrical service is being provided by FPL and will be installed by the project electrician.
- Temporary Water:
 - Temporary water service for the jobsite office trailers will be obtained from an existing waterline serving the SJSO facilities. The temporary water service is being provided by SJCUD and will be installed by the project's sitework contractor.
 - Temporary water service for the construction site will be obtained from an existing waterline serving the SJSO facilities. The temporary water service is being provided by SJCUD and will be installed by the project's sitework contractor.
- Temporary Sanitary Sewer:
 - The temporary sanitary sewer service for the jobsite office trailers will be obtained by supplying a sanitary holding tank.
 - The temporary sanitary sewer service for the construction site will be obtained by supplying portable toilet facilities (port-o-lets).
 - In such cases that a holding tank or portable toilet facilities (port-o-lets) are required, those facilities will be serviced two (2) times per week or as otherwise necessary when they are in use.
- Temporary Telephone and Internet Services:



St. John's County Sheriff's Admin
ERP GMP PROPOSAL

July 1, 2026

- Temporary internet service for the jobsite office trailers will be obtained from TBD. The temporary internet service is being provided by TBD and will be installed by TBD.

Construction Traffic, Parking and Deliveries

- Ajax Building Company, LLC Office Staff: Ajax office staff will utilize the primary entrance gate and drive for access, parking and project management activities. Parking for Ajax office staff will be in the location(s) indicated on the Site Utilization Plan.
- Construction Employees and Personnel: Construction employees and personnel will utilize the primary entrance gate and drive for access and parking. Parking for construction employees and personnel will be in the location(s) indicated on the Site Utilization Plan.
- Construction Deliveries: General construction related deliveries will utilize the primary Entrance gate and drive for access to the project site.

Maintenance of Site

- Ajax Building Company, LLC will maintain all temporary fencing, visual windscreen barriers, tree protection, erosion control measures, construction storage areas, and construction parking areas to ensure safety and an acceptable appearance. It is assumed that the Owner will continue to maintain all other areas outside the construction site or not occupied by Ajax Building Company, LLC.
- Street sweeping will be performed as necessary.
- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

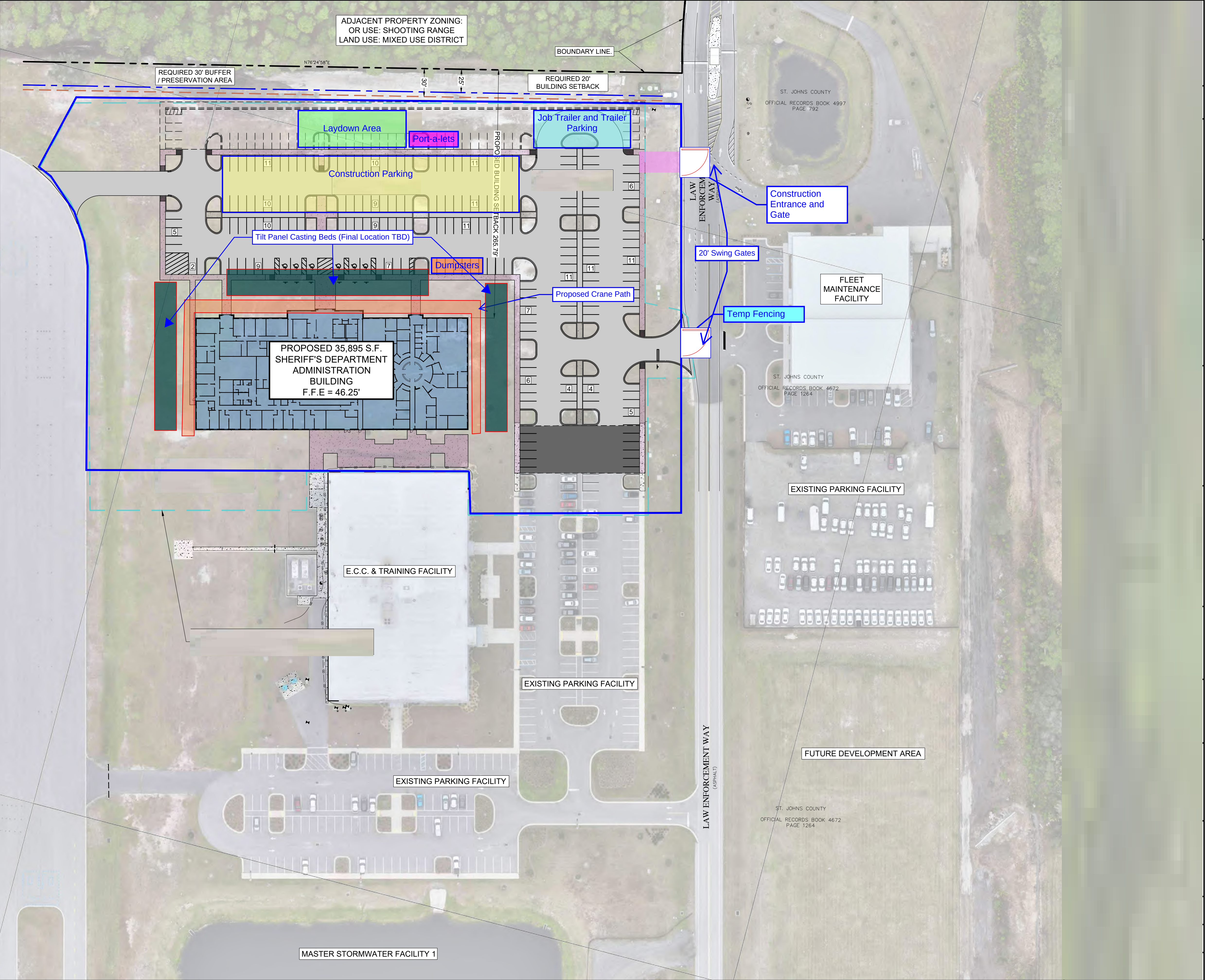
- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

<u>Contact Person</u>	<u>Job Title</u>	<u>Contact Number</u>
Cranston Harris	Project Executive	407-849-8403
Nick Story	Project Manager	904-577-6078
Preston Sellers	Project Superintendent	904-738-3748





Site Utilization Plan
Saint Johns Sheriff's Office
Admin Building
Date: 11/6/2025





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

Construction Manager Agreement No: 25-MCA-AJA-21467

Table of Contents

ARTICLE I. CONTRACT DOCUMENTS	4
1.1 The Contract Documents	4
1.2 Definitions.....	5
1.3 Construction Manager's Continuing Duty.....	7
ARTICLE II. THE WORK.....	7
2.1 Project Description.....	7
2.2 Pre-Construction Phase	8
2.3 Guaranteed Maximum Price Proposal	11
2.4 Off-Ramp	13
2.5 Construction Phase.....	13
2.6 Labor and Materials	14
2.7 Review of Technical Submittals	14
2.8 Project Sequencing/Arrangement.....	14
2.9 Payment of Costs	15
2.10 Reporting Requirements	15
2.11 Management of the Jobsite	16
2.12 Project Meetings	16
2.13 Title and Risk of Loss	17
2.14 Access to Work	17
2.15 Utilities.....	17
2.16 Existing Utility Lines.....	17
2.17 Publicity and Advertising.....	17
2.18 County Furnished Items	18
2.19 Direct Purchase Program	18
2.20 Requirements for As-Built	19
2.21 Post Construction Audit.....	19
ARTICLE III. CONTRACT TIME.....	19
3.1 Contract Time	19
3.2 Time is of the Essence	20
3.3 Liquidated Damages	21
3.4 Disclaimer of Consequential Damages	21
ARTICLE IV. CONTRACT PRICE AND PAYMENT.....	21
4.1 Contract Price.....	21

4.2	Schedule of Values.....	23
4.3	Measurement and Payment	23
4.4	Progress Payments	23
4.5	Application for Payment	24
4.6	Withheld Payment.....	25
4.7	Final Inspection (Construction Phase)	26
4.8	Final Payment	26
ARTICLE V. CONSTRUCTION MANAGER RESPONSIBILITIES		27
5.1	Performance	27
5.2	Authorized Representative	27
5.3	Environmental, Safety and Health	28
5.4	Ownership of Work Product	29
5.5	Taxes.....	29
ARTICLE VI. PROJECT MANAGER		30
6.1	Project Manager Responsibilities.....	30
6.2	Field Orders	30
ARTICLE VII. SUBCONTRACTORS.....		31
7.1	Award of Subcontracts.....	31
ARTICLE VIII. CONTRACT DISPUTES/CLAIMS		31
8.1	Contract Claims.....	31
ARTICLE IX. CHANGES IN THE WORK		32
9.1	General	32
9.2	Changes in the Contract Time.....	32
9.3	Changes in the Contract Price.....	33
9.4	Acceptance of Change Orders.....	34
9.5	Notice to Sureties.....	34
9.6	Differing Site Conditions	34
ARTICLE X. UNCOVERING WORK, STOPPING WORK,		35
AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK		35
10.1	Uncovering Work.....	35
10.2	Right to Stop Work	35
10.3	County May Accept Defective or Nonconforming Work.....	35
ARTICLE XI. CONTRACT SUSPENSION AND TERMINATION		35
11.1	Suspension	35
11.2	Termination.....	35
ARTICLE XII. WARRANTY, INDEMNITY, And Standard of Care,.....		36
12.1	Warranty	36
12.2	Extended Equipment Warranty	37
12.3	Indemnity.....	38
12.4	Indemnification and Subcontracts.....	38
12.5	Standard of Care.....	38

ARTICLE XIII. INSURANCE AND BONDS.....	39
13.1 Construction Manager’s Insurance Requirements	39
13.2 Additional Insured Endorsements and Certificate Holder	39
13.3 Workers Compensation.....	39
13.4 Commercial General Liability	39
13.5 Automobile Liability	39
13.6 Umbrella or Excess Liability	39
13.7 Additional Coverages.....	40
13.8 Other Requirements	41
13.9 Payment and Performance Bonds	41
13.10 Warranty Bond.....	41
ARTICLE XIV. MISCELLANEOUS	41
14.1 Independent Contractor	41
14.2 Examination of Construction Manager’s Records	41
14.3 Backcharges	42
14.4 Applicable Law	42
14.5 Governing Law & Venue.....	42
14.6 Assignment	42
14.7 Severability	42
14.8 Section Headings.....	42
14.9 Disclaimer of Third-Party Beneficiaries	42
14.10 Waiver; Course of Dealing	42
14.11 No Waiver of Sovereign Immunity.....	42
14.12 Execution in Counterparts.....	43
14.13 Entire Contract	43
14.14 Survival	43
14.15 Employment Eligibility and Mandatory Use of E-Verify.....	43
14.16 Equal Employment Opportunity	43
14.17 Public Records	44
14.18 Anti-Bribery	45
14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	45
14.20 Compliance with Florida Statute 287.138.....	45
14.21 Delivery of Documents	46
14.22 Contingency Fees.....	46
14.23 Conflict of Interest	46
14.24 Written Notice.....	46
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS.....	49
CONSTRUCTION MANAGER’S FINAL RELEASE AND WAIVER OF LIEN.....	50

This Construction Manager Agreement ("Contract") is made this 20th day of June, 2025 (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 **Ajax Building Company, LLC**, ("Construction Manager"), a company authorized to do business in the State of Florida, with its principal offices located at: 10365 Hood Road South, Suite 203, Jacksonville, FL 32257, Phone: (904) 509-3312, and E-mail: bill.byrne@ajaxbuilding.com, for **RFQ NO: 2114; Construction Manager at Risk Services for the St. Johns Sheriff's Administration Building** 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) Field Orders signed by the County's Project Manager;
- c) Notice to Proceed;
- d) The Construction Documents prepared by the Engineer and approved in writing by the County.;
- e) This Construction Manager Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Pre-Construction Services Proposal dated May 2, 2025
 - ii. Exhibit B – Key Personnel dated May 7, 2025
- f) Bonds and Insurance furnished by the Construction Manager; and
- g) RFQ Documents and RFQ Forms with all addenda thereto for RFQ No. 2114.

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 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 Passero Associates, LLC.

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 that outlines 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.
- 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 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.
- 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 Phase and Phase 2 – Construction Phase.

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, however the Construction Manager may rely on these documents in preparation of the GMP and the County acknowledges same in administering the contract. 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, provided the County is not in breach of the Agreement.

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 a Sheriff's Administration Building located within St. Johns County. The Construction Manager shall be responsible for the successful, timely, and economical completion of the construction of a Sheriff's Administration Building. The Project shall be divided into two (2) phases for this construction project: Pre-Construction Phase, and Construction Phase. St. Johns County Sheriff's Administration Building (Parcel ID: 0955100020) is a 67-acre site located off of 911 Law Enforcement Way, St. Augustine, FL 32092. The planned project consists of construction of a 30,000-40,000 square feet stand-alone, multi-story facility that can be expanded in the future to an additional 30,000-40,000. The budget for construction for this project is \$15.7 million.

2.2 Pre-Construction Phase

2.2.1 Generally: Construction Manager shall perform such Pre-Construction Phase to the level of completion required for Construction Manager to develop and submit GMP proposal in accordance with **Exhibit "A"** for the Sheriff's Administration Building. The Pre-Construction Phase may also include Early Work or Owner Direct Purchases when authorized by an approved GMP Amendment, signed by both Parties. The Pre-Construction Phase will consist of assisting the County and the Engineer in developing an optimum, minimum risk and buildable design for the Sheriff's Administration Building 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 Pre-Construction Phase 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 for coordination or errors or omissions in the Construction Drawings and Specifications which should have been identified by Construction Manager during the Pre-Construction Phase 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 GMP. Any outstanding ambiguous, confusing, conflicting and/or erroneous features not completely resolved by the submission deadline of the Final GMP 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.

2.2.2.6 The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by County.

2.2.2.7 The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion.

2.2.3 Value Engineering:

2.2.3.1 During Pre-Construction Phase, 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 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 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 Pre-Construction Phase required by 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 the Pre-Construction Phase 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 guidelines:

2.2.5.1 Sub-contracts or sub-awards below \$50,000 may be entered into by CMAR at their discretion without the requirements of obtaining any quotes. CMAR must maintain documentation as to their selections of any and all such sub-contracts and/or sub-awards, for provision to the County upon request.

2.2.5.2 Sub-contracts or sub-awards above \$50,000 and below \$250,000 the CMAR shall obtain a minimum of three (3) written proposals for each purchase and/or contract for each scope/division. The proposals must be summarized on a tabulation sheet, and provided alongside the received proposals, and any correspondence relating to the solicitation of the proposals to the County prior to any sub-award by CMAR. The accepted proposal shall be confirmed by written contract or purchase order, between the CMAR and the awarded sub-contractor defining the scope and quality of work to be provided.

2.2.5.3 Sub-contracts or sub-awards exceeding \$250,000 may be entered into by CMAR after soliciting competitive pricing proposals. CMAR must notify a minimum of five (5) suppliers, within the applicable trade, via email notification to submit a competitive pricing proposal within a specified date and time. CMAR must also provide notice documentation to SJC Purchasing for a period of broadcast within which CMAR is accepting proposals. If any clarifications are necessary from the CMAR, such clarifications shall be provided to ALL suppliers in order to obtain the best possible proposals for the work. The CMAR will review the proposals they receive and determine whether or not submitted proposals meet all requirements for the project. If the price proposal(s) received exceeds the proposed budget, schedule, or otherwise does not comply with project requirements, the CMAR must seek to further negotiate with the Supplier who submitted the best proposal. In the event the lowest responsive competitive pricing proposal received does not serve the best interest of the project, the CMAR is to provide justification to SJC Purchasing for review and approval. These pricing proposals must be summarized on a tabulation sheet and provided alongside a copy of the proposals received, and any correspondence relating to the solicitation of proposals to the County prior to any sub-award by CMAR. The accepted proposal shall be confirmed by written contract or purchase order, between the CMAR and the awarded sub-contractor defining the scope and quality of work to be provided.

2.2.5.4 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.

2.2.5.5 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) GMP Proposal to the Project Manager and SJC Purchasing Department no later than forty (40) calendar days after the Drawings for the Sheriff's Administration Building is at (100%) design. Upon receipt of the initial GMP Proposal, the County and Construction Manager will have sixty (60) calendar days to negotiate a final GMP Proposal, using an open-book approach, for the Sheriff's Administration Building. The GMP Proposal shall be subject to 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 may be submitted individually, based upon progress of the Design. The GMP proposal 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, 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 for such further development consistent with the Contract Documents and reasonably inferable therefrom.

2.3.3 The Construction Manager shall include with GMP proposal 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. 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, 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 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 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.

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. 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 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 is 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 the Pre-Construction Phase, 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 the Pre-Construction Phase, 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, 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 is not in the best interest of the County, the County may, in its sole discretion, elect to take the Off-Ramp, as defined herein. The Off-Ramp may be taken when the County formally rejects the GMP Proposal 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 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 Construction Phase

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

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, County's Design Firm 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 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, on a monthly basis;
- Schedule Control, on a monthly basis;
- 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 tasks 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, County Design Firm and the Construction Manager to plan effectively and to monitor and control the funds available for the Project. These reports will be produced monthly and 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 Phase Daily Record. The Construction Manager shall keep a daily record of the Construction Phase 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 ProCore is the PMIS the Construction Manager will use for this Contract. Construction Manager will ensure that ProCore 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 for the Direct Purchase Program is twenty percent (20%) of the total cost of this Contract. Construction Manager agrees to make its best professional effort to present a Direct Purchase Program to achieve the County's target. Should the County reasonably determine that the Construction Manager failed to identify a Direct Purchase Program in order to obtain any tax savings that could have been achieved through Direct Purchases, and the County's target is not met, provided the County has not impaired the Construction Manager's ability to meet the target, then the County shall be entitled to recover from the Construction Manager, the amount of 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 Requirements for As-Builts

2.20.1 Construction Manager must develop the required As-Built drawings in BIM for the Architectural, Mechanical, Electrical and Plumbing disciplines at Level of Development (LOD) 300 or better.

2.20.2 The As-Builts must be provided to the County for review and comment within ten (10) consecutive calendar days of the County's acceptance of Substantial Completion. The County shall provide any comments back to the Construction Manager within ten (10) consecutive calendar days of receipt.

2.20.3 Final As-Builts for all disciplines must be submitted to the County prior to the date by which Construction Manager is required to reach Final Completion for all Work. Deliver of Final As-Builts shall be a requirement for consideration of Final Completion, as provided herein in Section 4.7.

2.21 Post Construction Audit

2.21.1 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.

2.21.2 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.

2.21.3 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.

2.21.3.1 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 and Phase 2 by **November 30, 2027**, and the Final Completion of both Phase 1 and Phase 2 by **January 29, 2028** in accordance with the following provisions:

3.1.1 Phase 1 – Pre-Construction Phase. 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 **May 5, 2026** 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; or (b) County's election to take the Off-Ramp as specified herein.

3.1.2 Phase 2 – Construction Phase. Construction Manager shall commence the Phase 2 Work within ten (10) calendar days following receipt of the fully executed GMP Amendment. The timeframe for completion of all Work under Phase 2 shall be specified in the GMP Amendment. The GMP Amendment shall establish separate Substantial Completion and Final Completion timeframes 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) A written punch list is submitted itemizing incomplete Work and/or Work that requires correction with explanation as to reason(s) for each item's status;
- c) Preliminary as-built drawings are submitted to the Architect/Engineer of Record;
- d) Certificate of Occupancy is provided to Project Manager unless factors outside of control of the Construction Manager are cause for not obtaining the Certificate of Occupancy;

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 sixty (60) 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 **\$1,698.00** 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

Neither party shall be liable to the other party, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Contract, even if the party has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of Subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

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 Phase Work shall be a not-to-exceed amount of **one hundred fourteen thousand five hundred eighty-two dollars (\$114,582.00)**. Such 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 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 Phase 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 to 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 point two five percent (4.25%)**, 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 the Construction Phase (as part of the Final GMP Proposal) for the Pre-Construction Phase, 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 off-site stored 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 as a result of Construction Manager's failure to timely pay subcontractors, 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. County shall not knowingly authorize Work for which an appropriation has not been 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 (Construction Phase)

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 Phase: 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 Phase:

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' 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, or failure to act in accordance with this Contract, 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 than be determined by the Project Manager on the basis of the reasonable expenditures or savings of

those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, 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 five (5) days 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 and reasonable 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 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 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 is 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. *The Builder's Risk Insurance may have a deductible clause. Responsibility for paying deductible costs along with deductible limits will be established as part of the Guaranteed Maximum Price (GMP) Amendment.*

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 Subcontractors. 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

Ajax Building Company, LLC
10365 Hood Road South, Suite 203
Jacksonville, FL 32257
Attn: Bill Byrne

Email Address: jlocklear@sjcfl.us

Email Address: bill.byrne@ajaxbuilding.com

With a copy to:

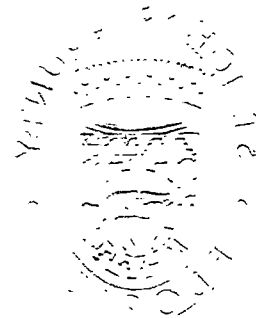
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jalisa Ferguson, Assistant County Attorney
Email Address: jferguson@sjcfl.us

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.

2022.5

2022.5

2022.5



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)

6/20/2025
(Date of Execution)

Construction Manager:

Ajax Building Company, LLC (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

William P. Byrne
(Printed Name)

Chief Executive Officer
(Title)

06.18.25
(Date of Execution)

ATTEST:

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

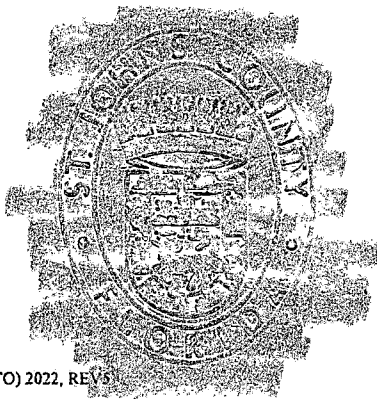
By: [Signature]
(Deputy Clerk)

6/20/2025
(Date of Execution)

Legally Sufficient:

Kealey A. West
(Office of County Attorney)

6/26/2025
(Date of Execution)



FORM 1

Contract No.	25-MCA-AJA-21467
Project Title:	Construction Manager at Risk Services for the St. Johns Sheriff's Administration Building

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.



Jacksonville Office
10365 Hood Road South, Suite 203
Jacksonville, Florida 32257
904.262.8660 Phone
904.262.8623 Fax
www.ajaxbuilding.com

FL - CGC 042112
GA - GCCO 006464
GA - GCQA 006462
SC - G122422
AL - 54552
NC - 83194
TN - 74075

May 2, 2025
Richard Poulin
Purchasing Coordinator/Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Re: St Johns County RFQ 2114 CM @Risk St. Johns Sheriff's Administration Building
Subject: Preconstruction Phase Fee Proposal (Revised)

Richard:

We are pleased to submit our design phase fee proposal and recommended overhead and profit percentage for the above referenced project (attached). The total design phase services totals **\$114,582**.

Our scope for the preconstruction services includes the items identified in the proposal request for pre-construction received from St. Johns County (attached) including the following, but not limited to, activities:

1. Coordinate Kick off meeting and attend design meetings.
2. Establish PMIS reporting system.
3. Coordinate as needed with the Design Consultants.
4. Perform Scheduling for design, permitting, long lead procurement, bidding, construction and FFE activities.
5. Identify Long Lead items and reflect in overall project schedule.
6. Provide 2 full complete estimates. 1.) 30% Documents Phase and 2.) at 60% Documents Phase. At each estimate a Value Analysis options log will be provided to the team for consideration.
7. At interim phases between deliverables cost options for building systems can be provided and alternative value analysis options also provided.
8. Constructability reviews at all phases.
9. A full clash detection review at the 60% Construction Document phase.
10. The final GMP will be developed from the final construction documents.
11. Prequalify subcontractors and vendors specifically for this project.
12. Manage the bidding process with construction trades.
13. Develop accurate and complete bid packages for the sub trade work.

We propose a Construction Manager's Fee (OH&P) of 4.25% of the Guaranteed Maximum Price.

Please review this proposal and do not hesitate to contact me with any questions. We look forward to being an integral member of this project team and providing the support necessary to make this project successful.

Ajax Building Company, LLC.

Lon D. Neuman
Operations Manager

Attachments Preconstruction Fee Proposal 3 pages
 St. Johns Proposal Request for Pre-Construction 3 pages



Ajax Building Company, LLC
Preconstruction Fee Proposal

5/8/2025

St Johns Sheriff's Administration			
PROJECT CONSTRUCTION BUDGET	\$15,700,000		
DESIGN PHASE FEE		\$114,582	
	TBD		
OVERHEAD & PROFIT in GMP		4.25% see below	
TOTAL		\$114,582	
* The Construction Phase Fee or Management Staffing will be submitted separately once schedule, complexity and project requirements are finalized. This fee will be included in final or interim GMPs as appropriate. Project OH&P is suggested as 4.25% of total GMP			

I. 30% DOCUMENTS DESIGN					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	6	8	\$110.58	1.48	\$7,855
PRECONSTRUCTION MANAGER	6	8	\$76.92	1.48	\$5,465
PROJECT MANAGER	6	8	\$72.12	1.48	\$5,123
OFFICE ADMINISTRATOR	6	2	\$20.67	1.48	\$367
CHIEF ESTIMATOR	1	8	\$72.12	1.48	\$854
ESTIMATOR	2	24	\$50.48	1.48	\$3,586
					\$23,250
		UNIT	UNIT COST		
OFFICE SUPPLIES		1	\$200.00		\$221
EXPRESSAGE		1	\$125.00		\$125
PHONE		1	\$100.00		\$100
DRAWING REPRODUCTIONS		1	\$150.00		\$150
30% DESIGN PHASE TOTAL					\$23,846
II. 60% DOCUMENT DESIGN					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	6	16	\$110.58	1.48	\$15,711
PRECONSTRUCTION MANAGER	6	8	\$76.92	1.48	\$5,465
PROJECT MANAGER	6	2	\$72.12	1.48	\$1,290
GENERAL SUPERINTENDENT	6	2	\$84.13	1.48	\$1,494
PROJECT ENGINEER	0	2	\$38.46	1.48	\$0
OFFICE ADMINISTRATOR	1	0	\$20.67	1.48	\$0
CHIEF ESTIMATOR	2	8	\$72.12	1.48	\$1,708
ESTIMATOR	2	40	\$50.48	1.48	\$5,977
					\$31,644
		UNIT	UNIT COST		
OFFICE SUPPLIES		1	\$100.00		\$100
EXPRESSAGE		1	\$100.00		\$100
PHONE		1	\$100.00		\$100
DRAWING REPRODUCTIONS		1	\$200.00		\$200
			\$0.00		
60% DOCUMENT DESGN TOTAL					\$32,144
III. WORKING DRAWINGS/ REDI CHECK/CLASH DETECTION					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	2	8	\$110.58	1.48	\$2,618
PRECONSTRUCTION MANAGER	2	4	\$76.92	1.48	\$911
PROJECT MANAGER	2	40	\$72.12	1.48	\$8,538

PROJECT ENGINEER	2	12	\$38.46	1.48	\$1,366
OFFICE ADMINISTRATOR	1	8	\$20.67	1.48	\$245
GENERAL SUPERINTENDENT	2	8	\$84.13	1.48	\$1,992
SUPERINTENDENT	2	16	\$74.52	1.48	\$3,529
CHIEF ESTIMATOR	1	8	\$72.12	0.00	\$18
ESTIMATOR	1	10	\$50.48	0.00	\$0
					\$19,218
		UNIT	UNIT COST		
MEETING ROOM FOR REDI CHECK		0	\$250.00		\$0
OFFICE SUPPLIES		1	\$100.00		\$100
EXPRESSAGE		1	\$100.00		\$100
PHONE		1	\$100.00		\$100
DRAWING REPRODUCTIONS		1	\$250.00		\$250
WORKING DRAWING TOTAL					\$19,768
IV. BIDDING/GMP PHASE					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	6	2	\$105.76	1.48	\$1,878
PRECONSTRUCTION MANAGER	6	2	\$76.92	1.48	\$1,417
PROJECT MANAGER	6	32	\$72.12	1.48	\$20,492
PROJECT ENGINEER	6	20	\$38.46	1.48	\$6,831
GEN. SUPERINTENDENT	2	8	\$84.13	1.48	\$1,992
PROJ. SUPERINTENDENT	2	8	\$74.52	1.48	\$1,765
PROJECT ADMINISTRATOR	4	4	\$21.63	1.48	\$512
CHIEF ESTIMATOR	3	8	\$72.12	1.48	\$2,562
CHIEF ESTIMATOR	1	4	\$72.12	1.48	\$427
ESTIMATOR	1	8	\$50.48	1.48	\$598
					\$38,474
		UNIT	UNIT COST		
MEETING ROOM FOR PREBIDS		0	\$250.00		\$0
OFFICE SUPPLIES		1	\$200.00		\$200
EXPRESSAGE		1	\$100.00		\$100
PHONE		1	\$50.00		\$50
DRAWING REPRODUCTIONS	TO BE INCLUDED AS REIMBURSABLE JOB COST				
BIDDING/GMP PHASE TOTAL					\$38,824
SUMMARY					
I. MASTER PLANNING/PROGRAMMING PHASE					0
I. PLANNING/PROGRAMING/CONCEPTUAL DESIGN PHASE					0
I. 30% DOCUMENTS DESIGN					23,846
II. 60% DOCUMENT DESIGN					32,144
III. WORKING DRAWINGS/ REDI CHECK/CLASH DETECTION					19,768
IV. BIDDING/GMP PHASE					38,824
TOTAL					114,582



Jacksonville Office
10365 Hood Road South, Suite 203
Jacksonville, Florida 32257
904.262.8660 Phone
904.262.8623 Fax
www.ajaxbuilding.com

FL - CGC 042112
GA - GCCO 006464
GA - GCQA 006462
SC - G122422
AL - 54552
NC - 83194
TN - 74075

May 7, 2025

Richard Poulin
Purchasing Coordinator/Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Re: St Johns County RFQ 2114 CM @Risk St. Johns Sheriff's Administration Building
Subject: Exhibit B (Key Personnel Phase 1 Preconstruction)

Richard:

Below is our projected Key Personnel for the Phase 1 Preconstruction services on the above referenced project. This list will be amended as agreed to with St. Johns County upon issuance of the Guaranteed Maximum Price (GMP) proposal.

Appie Wells Vice President of Operations
Lon Neuman Operations Manager
James Marini Preconstruction Manager
David Lee General Superintendent
Chuck Lester Senior Project Manager
Marc Reeves Director of Risk Management
Kristi Sharpe Director of Estimating
Tim Anderson Quality Management Coordinator
Lisa Whigham Project Accountant
Shelley Butler Scheduling Coordinator
Terri Boland Home Office Project Administrator

Ajax Building Company, LLC.

Lon D. Neuman
Operations Manager

