



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, August 4, 2025

6:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Approve the Eighth Revised Interlocal Agreement Among the City of Jacksonville, Florida; et al. for Conduct of the Sea & Sky Air Show

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. 1. Award/Reject RFP Number 05-2425 to Heart Utilities of Jacksonville, Inc. for the Installation of Underground Infrastructure; and
2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this award
- B. 1. Approve/Disapprove the purchase of a Document Management and Reporting System Upgrade from Upland Software, Inc., and declare Upland Software, Inc., a Sole Source Provider for future purchases;
2. Delegate the City Manager as the authorized representative to sign Upland Software, Inc., Quote No. Q-317487 and Statement of Work.
- C. 1. Approve/Disapprove the Meter Building Conversion Project Utilizing the Competitively Awarded Master Agreement for Construction Management Between Auld & White Constructors and St. Johns County School Board at a Guaranteed Maximum Price of \$2,348,388; and
2. Approve/Disapprove a Budget of \$807,020 for the Remaining Meter Building Conversion Project Work which includes Integrated Life Safety and Security, Furniture and Fixtures, and a 15% Contingency; and

3. Authorize the Mayor and City Manager to execute any agreements that may be required within the scope of the Construction Manager at Risk Delivery Method

RESOLUTIONS

ORDINANCES

- A. Adopt/Deny Ordinance No. 2025-8226 on the second reading for a Small Scale Future Land Use Map Amendment to change the Future Land Use Map designation of 0.91 acres from Recreation Open Space to Low Density Residential

ADJOURNMENT

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are hearing or voice impaired, please call Florida Relay at 711 for assistance.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	August 4, 2025
SUBJECT:	Eighth Revised Interlocal Agreement Among the City of Jacksonville, Florida; et al. for Conduct of the Sea & Sky Air Show

BACKGROUND

For each year the City hosts the Sea and Sky Air Show, the City of Jacksonville requests the Cities of Atlantic Beach, Neptune Beach, and Jacksonville Beach, as well as the U.S. Navy to enter into an Interlocal Agreement (ILA) for conduct of the show. The ILA has been revised several times over the years to reflect changes necessary to conduct the show, such as event sites, applicable dates, and road closures, among other things. The Air Show is scheduled to be held in Jacksonville Beach October 25-26, 2025.

The City Attorney has reviewed and requested minor revisions which have been incorporated into the Eighth Revised ILA and recommends the City Council approve the same.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve the Eighth Revised Interlocal Agreement Among the City of Jacksonville, Florida; et al. for Conduct of the Sea & Sky Air Show

ATTACHMENTS

1. Eighth Revised ILA

Prepared by and Return to:
Harry M. Wilson, IV, Esquire
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

EIGHTH REVISED INTERLOCAL AGREEMENT AMONG THE CITY OF JACKSONVILLE, FLORIDA; THE CITY OF ATLANTIC BEACH, FLORIDA; THE CITY OF JACKSONVILLE BEACH, FLORIDA; THE CITY OF NEPTUNE BEACH, FLORIDA; AND THE COMMANDER, U.S. NAVAL STATION MAYPORT, U. S. NAVY FOR CONDUCT OF THE SEA AND SKY AIR SHOW.

THIS EIGHTH REVISED INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of the _____ day of _____, 2025 by and among the below-listed parties and supersedes the original Interlocal Agreement by and among the parties made and entered into March 12, 2001, as revised for the first time on October 9, 2003, as revised for the second time on August 4, 2005, as revised for the third time on November 2, 2007, revised for the fourth time on October 28, 2009, as revised for the fifth time on October 15, 2015, as revised for the sixth time on October 24, 2019, and as revised for the seventh time in 2023, and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (the “Effective Date”). The parties to this Agreement are:

THE CITY OF JACKSONVILLE, FLORIDA, a consolidated municipal/county government, making the General Services District within the territorial boundaries of Duval County, Florida (hereinafter referred to as “JACKSONVILLE”), pursuant to authority in Section 111.105, *Ordinance Code*; and

THE CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as “ATLANTIC BEACH”); and

THE CITY OF JACKSONVILLE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as “JACKSONVILLE BEACH”); and

THE CITY OF NEPTUNE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as “NEPTUNE BEACH”); and

THE COMMANDER, U.S. NAVAL STATION MAYPORT, UNITED STATES NAVY (hereinafter referred to as “CNSM”).

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IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. SUMMARY. This Agreement defines the covenants and responsibilities governing the Sea and Sky Air Show, to be held on October 25-26, 2025 (hereinafter sometimes referred to as the “Event”, as the context allows). It is an extended celebration of city events, United States Armed Services activities and family entertainment programs to be held periodically in the Jacksonville area. The primary goals of the Event are to foster positive community relations and to support military recruiting efforts. The Event is intended to be an annual regional attraction with air show sites alternating between Naval Air Station Jacksonville and the Jacksonville Beach Oceanfront (this Agreement shall pertain exclusively to Events held at the Jacksonville Beach Oceanfront).

2. PURPOSE. This Agreement formally creates a relationship among the parties for the following purposes:

2.1. To provide JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and neighboring beach cities/communities along with the high concentration of Naval commands and their service members a celebration that showcases the military’s presence in the region.

2.2. To foster positive community relationships by (a) creating an opportunity for long term, mutual cooperation and commitment among city governments and Naval commands to conduct a bi-annual event of regional attraction at an opportune time of year for the cities and their business communities; and (b) supporting Armed Service recruiting by offering an exciting family entertainment program which may include an air show and a demonstration of military capabilities.

3. RESPONSIBILITIES. The parties shall have the following responsibilities, which may be supplemented or more specifically defined as necessary, from time to time, for the conduct of the Event:

3.1. JACKSONVILLE:

3.1.1. *Special Events Production and Coordination.* The Office of Sports and Entertainment (hereinafter referred to as the “OSE”) represents JACKSONVILLE’s interests and shall provide special events production expertise and coordination for the Events held at the Jacksonville Beach Oceanfront. The OSE will share in the responsibility of arranging and conducting the Sea and Sky Air Show with ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and CNSM.

3.1.2. *Event Promotion.* JACKSONVILLE shall have the overall responsibility for promoting the Event as a regional attraction.

3.1.3. *Monetary Contribution.* Subject to an appropriation of funds therefore by the Jacksonville City Council, JACKSONVILLE will provide and fund various services necessary to produce the Event. Such services shall include police, private security, fire and rescue support services, advertising and marketing, Jacksonville Transportation Authority shuttles, air show consultant, air show acts, sound and entertainment, VIP area, liability insurance and event maintenance (collectively and individually referred to as the “JACKSONVILLE Services”). JACKSONVILLE may provide services in addition to the above JACKSONVILLE Services, to the extent that such additional services become necessary to produce the Event; *provided however*, such additional services shall not be provided or required hereunder unless and until such time as this Agreement is amended, in writing, for the inclusion of such additional services.

3.2. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH:

3.2.1. *Monetary Contribution.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH are not required to contribute any sponsorship funds for the 2025 Sea and Sky Air Show.

3.2.2. *Support Services.* Within their respective city limits, and/or as the need may require, ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall provide and fund parks and public works staffing, police, fire and rescue support services for the Sea and Sky Air Show, including, without limitation, police services, crowd and traffic control, parking and refuse collection at the request of JACKSONVILLE. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH recognize and acknowledge that crowd sizes and logistics, as well as financial considerations, may require joint sharing of these responsibilities and expenses as matters develop, and agree to cooperate, in good faith, to reach equitable sharing arrangements as such prove to be necessary. JACKSONVILLE shall provide and fund staffing police, fire and rescue support services only to the extent that the circumstances surrounding the

Sea and Sky Air Show require supplementing such services, as determined by JACKSONVILLE, in its sole and exclusive discretion.

3.2.3. *Sea and Sky Air Show Facility.* JACKSONVILLE BEACH shall provide property for the Sea and Sky Air Show as set forth in Exhibit A attached hereto and incorporated herein by this reference. The aforementioned property shall be sufficiently available for the placement of tents, display booths, and other festival requirements as necessary and approved by the JACKSONVILLE BEACH City Manager and shall be consistent with JACKSONVILLE BEACH's Code of Ordinances and items as set forth in Exhibit A.

3.2.4. *Responsibility for Sea and Sky Air Show.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH City Managers or their designated representatives shall share responsibility for arranging and conducting the Sea and Sky Air Show with JACKSONVILLE's OSE and CNSM; *provided however*, said OSE shall have the final or ultimate decision making authority, subject only to Section 3.2.3. above.

3.2.5. *Event Promotion.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall have secondary responsibility and secondary approval authority for promoting the Event as a regional attraction.

3.3. NAVY/CNSM:

3.3.1. *Air Show Responsibility.* The Commanding Officer of Naval Station Mayport (hereinafter referred to as "NSM") has primary responsibility for activities conducted for the Air Show at NSM and is charged with support of the Sea and Sky Air Show by staging performing aircraft and by cooperating with JACKSONVILLE to arrange and conduct the military demonstration at the Sea and Sky Air Show.

3.3.2. *Prohibition Against Use of Funds.* In compliance with federal regulations, fiduciary support raised on base via Naval Station Morale, Welfare and Recreation Non-appropriated Fund Activities may not be used to support external activities.

4. JACKSONVILLE SEA AND SKY AIR SHOW OCEANFRONT AIR SHOW COMMITTEE.

4.1. There shall be created a Sea and Sky Air Show Committee (hereinafter referred to as the "Committee") with membership of the parties and shall operate as follows:

4.1.1. *Membership.* JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and the Commanding Officer of Naval Station Mayport each shall have membership on the Committee. This Committee shall advise JACKSONVILLE on the production of the Sea and Sky Air Show. This includes, but is not limited to, hiring of sponsorship/advertising companies and/or air show consultants; *provided however*, the Commanding Officer of Naval Station Mayport shall have no responsibility or involvement whatsoever with sponsorship matters.

4.1.2. *Final Authority.* The parties agree that decisions of the OSE, as to accounting, expenditures, marketing, staging, logistics, placement, consultants, contractors, vendors, scheduling, coordination and all other matters related to and/or contemplated herein, shall be final, except for: (a) any decision that may adversely impact the ability of ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH to provide normal city services, including, but not limited to Police, Fire and Rescue, as determined by the City Managers of those cities; and (b) activities occurring on Navy property or involving Navy equipment or personnel; only as to activities on Navy Property or involving Navy personnel or equipment, shall the decisions of CNSM, as delegated above in Section 4.1.1, be final.

4.2. *Funding and Fund Carryovers.* JACKSONVILLE (excluding the Commanding Officer of Naval Station Mayport, as provided above) shall have the exclusive right to conduct sponsorship campaigns and enter into sponsorships in connection with the Sea and Sky Air Show. In addition to such funding and sponsorship campaigns, the parties (except for CNSM) may elect but are not obligated to provide additional financial support for the Sea and Sky Air Show. In the event a party contributes funds to the City under this Agreement, and there is a surplus of funds available on final funding, from the Sea and Sky Air Show, such surplus shall be held by JACKSONVILLE, for available use in the next scheduled Sea and Sky Air Show, unless such event will not take place the following term or JACKSONVILLE determines specific other uses for such surplus funds.

5. TERM OF AGREEMENT. This Agreement shall have an approximately five (5) month term, commencing from the Effective Date to December 31, 2025, unless subsequently amended. This Agreement may be renewed by written agreement by all parties.

6. EFFECTIVE DATE. This Agreement shall become effective on the date it is recorded in the Official Records of Duval County, Florida, as required by Section 163.01(11), Florida Statutes. Such recording shall be perfected by the Office of General Counsel for JACKSONVILLE.

7. TERMINATION. Any party may withdraw from this Agreement, without cause, by giving ninety (90) days advance written notice to the other parties, by certified mail return receipt requested or by other delivery with written receipt. Such advance written notice shall be sent to the party representative or successor as shown on the signature pages, to the addresses stated thereon. If the remaining parties so desire, they may continue this Agreement, as to its terms and conditions, by formal, mutual execution of a letter agreement memorializing the same.

8. MAXIMUM INDEBTEDNESS. No funds are encumbered in connection with this Agreement. All parties hereto shall be responsible for all costs and expenses incurred in connection with the performance of their respective obligations under this Agreement.

9. SEVERABILITY. If any part of this Agreement is found by a court of competent Jurisdiction to be unlawful or otherwise unenforceable, such part shall be deemed to be severed from this Agreement and the remaining parts shall continue to have full force and effect.

10. SECTION HEADINGS. All section headings used in this Agreement have been inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

11. CONSTRUCTION. The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “*Fortius Contra Proferentum*” shall not be applied to the interpretation of this Agreement.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto for their responsibilities with respect to the Event. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. COUNTERPARTS. This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page is intentionally left blank. Signature page follows immediately.]

EXHIBIT A

Event Site:

City Limits of Jacksonville Beach; Specifically, but not limited to upon mutual agreement in writing, use areas are:

- The Jacksonville Beach Pier Parking Lot.
- The parking area located between the Jacksonville Beach Pier and 1st Street N and the Jacksonville Beach Pier Parking Lot
- Latham Plaza.
- Seawalk Pavilion Lawn and Stage.
- The parking Lot between 3rd and 4th Avenue N and 1st Street N by the Ritz.
- (20) spaces in the parking lot between 3rd and 4th Avenue N and 2nd Street N. (CRA Lot)
- The Municipal Parking Lot between Beach Blvd. and 1st Avenue N and 1st Street N and 2nd Street N.
 - JACKSONVILLE BEACH employees must find alternate parking.
- 1st Street N between the northern most entrance to the “Four Points by Sheraton Jacksonville Beachfront” and 1st Avenue N.
- The Beachside Parking Lot between 1st and 2nd Avenue N and 1st and 2nd Street N behind Oaxaca will be used to offset business employee parking, this will be managed by JACKSONVILLE BEACH.

Setup:

City of Jacksonville shall have exclusive use of the above Event Site use areas beginning Friday, October 11, 2025, at 6:00 a.m. for event setup. JACKSONVILLE will inform JACKSONVILLE BEACH of a detailed setup schedule no later than September 29, 2025, and some event site use areas may not be needed beginning as early.

Teardown:

City of Jacksonville shall be complete with event teardown within the above Event Site use areas no later than Wednesday October 29, 2025, at 10:00 a.m. All areas shall be left clean and free of any event related debris or materials by the conclusion of teardown.

Food: All Food vendors may be inspected by the Florida Division of Hotels and Restaurants and Jacksonville Beach Fire Marshal’s Office prior to opening to ensure they are in compliance. A schematic of food vendor set up to be provided two weeks prior to the event with the understanding that last-minute changes may occur. Food vendors must be set up and ready one hour prior to the event start.

Additional Barricades:

JACKSONVILLE and JACKSONVILLE BEACH, along with CNSM will provide additional barricades.

Garbage:

JACKSONVILLE will provide personnel and garbage trucks, garbage cans and bags to dispose of all garbage within the Event Site use areas from setup through teardown.

Alcohol:

JACKSONVILLE will provide JACKSONVILLE BEACH with a copy of the alcohol beverage license and locations of all sales. All areas selling/serving alcoholic beverages must be fenced off with signage stating NO ALCOHOL BEYOND THIS POINT per JACKSONVILLE BEACH Special Event Policy. Last call must be 30 minutes prior to the end of the event and sales cease 15 minutes prior to the end.

Road Closures:

JACKSONVILLE and JACKSONVILLE BEACH will mutually agree on all road closures. 1st Street N between the northern most entrance to the “Four Points by Sheraton Jacksonville Beachfront” and 1st Avenue N must be fully closed October 24, 2025, at 8:00 a.m. through October 27, 2025, at 8:00 a.m. JACKSONVILLE will only close this portion of the road overnight if needed for the event. All other roads will remain closed until 6:00 p.m. on October 25, 2025, and 7:00 p.m. on October 26, 2025.

Beach Use:

The beach will be open to the public for this event, including swimming, excluding the performance showbox. It is the responsibility of JACKSONVILLE BEACH to maintain garbage, including the garbage cans, on the beach anywhere from the dunes eastward.

Beach Driving:

Only JACKSONVILLE BEACH city personnel and CNSM personnel may drive on the beach. CNSM personnel will need to contact the Ocean Rescue Captain to gain clearance to drive on the beach.

Contacts:

JACKSONVILLE and JACKSONVILLE BEACH to provide a comprehensive list of all key personnel.

1. FEES:

JACKSONVILLE BEACH waives all fees for this event.

Per JACKSONVILLE BEACH Special Events Policy, no paint or spray paint, other than marking chalk to layout event setup, shall be used on the Facility Rental Area, City Facilities, event routes, sidewalks, roads, rights-of-way or other public property. Event organizer/producers who fail to remove such substances prior to the post-event site walkthrough will be billed for the cost of removing them.

2. SCHEDULE OF ACTIVITIES:

Event

Friday, October 24: 9:00 a.m. – 4:00 p.m.

Saturday, October 25: 11:00 a.m. – 4:00 p.m.

Sunday, October 26: 11:00 a.m. – 4:00 p.m.

The above times do not account for any weather delays and are subject to change.

JACKSONVILLE and JACKSONVILLE BEACH will mutually agree in their reasonable discretion on any extensions due to delays from weather.

3. GENERAL RULES

- a) The event area and layout must ensure unrestricted access to the site for emergency vehicles.
- b) A 10' fire lane must be maintained inside the blocked street portion(s) to ensure that the barricades can be moved and emergency vehicles have easy access in the event of an emergency. Fire hydrants within the area must be left unobstructed for easy access.
- c) No vehicles may be driven on the grass at Latham Plaza or Seawalk Pavilion. Vehicles may be driven on the major paver sidewalks running east/west through the venue.
- d) In-ground staking of snipe signs and banners known as thunder flags, teardrop or feather banners are NOT allowed on City rights-of-way.
- e) Staking is NOT allowed in the Latham Plaza/Seawalk Pavilion area, streets, or municipal parking lots. Tents, inflatables, feather banners etc. must be weighted, not staked, to be secured to the ground. The securing of signs, banners, tents, inflatables, etc. to any landscape or hardscape is NOT permitted.
- f) No trenching is permitted.
- g) No releasing of any type of balloons is permissible.

4. AMPLIFIED MUSIC:

Ambient music may be played within the event area.

Permitted Hours: 10 AM – 4:30 PM. Sound and decibel levels are permitted and limited to a noise level not to exceed 85dB (A) more than three (3) times in any continuous 60-minute period when measured by a sound level meter meeting National Standard Specifications. The measurement is made at any point outside the property line from where the noise is transmitted. Permission is contingent upon the Police Department's ongoing evaluation of compliance with the City's noise ordinance (Chapter 18 NOISE) and the impact on the neighborhood. If complaints are received, you may be required to turn the noise level down. If compliance is not maintained, you may be required to cease all amplified sound.

All music/sound must cease by 4:30 PM unless the event is extended due to a weather delay.

5. ALCHOLIC BEVERAGES:

Only beer and wine products can be sold. No hard alcohol is allowed. Selling, distributing, or consumption of hard alcoholic beverages is strictly prohibited. **JACKSONVILLE must bring the alcohol license application to the Director of Planning and Development for his or her signature at City of Jacksonville Beach City Hall located at 11 North Third Street, Jacksonville Beach, Fl. 32250 along with a diagram of each area where alcohol will be sold.**

6. TENTS, VENDORS and BOOTHS:

All tents, vendors, and booths are subject to a fire safety inspection as outlined by the Florida Fire Prevention Code.

A complete schematic will be provided listing all vendor participants prior to the event.

All Food Vendors must place a tarp under all cooking areas and Food Trucks must have a tarp under their engine to prevent any oil drippings.

7. HEALTH AND SANITARY REQUIREMENTS:

Temporary Bathroom Facilities:

JACKSONVILLE is required to provide adequate temporary bathroom facilities for the event including facilities for handicap access. The port-o-let provider must dispose of all trash removed from the inside of toilets. This includes items/trash found when vacuuming

the waste from the toilet itself. Any debris/material, etc., must be bagged and removed from the premises by the provider. No such material may be disposed of in City trash receptacles or placed on the sidewalks, grass, landscaping, hardscape, or any other part of the Event Site use area. Units may NOT be washed down on site but must be returned to the provider's facility for cleaning.

8. SITE INSPECTION

JACKSONVILLE will designate a person to do the walk-thru and take possession of the keys.

A Pre-Walk Thru will be performed on: Monday, October 20, 2025

A Post-Walk Thru will be performed on: Wednesday, October 29, 2025

9. PUBLIC ANNOUNCEMENTS:

Public announcements must be made throughout the event to remind attendees to access the Beach via authorized Beach crossovers, to keep off the sand dunes, and not to pick sea oats per Florida State law.

Exhibit A-1—Event Sites



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	August 4, 2025
SUBJECT:	RFP Number 05-2425 Installation of Underground Infrastructure

BACKGROUND

On April 16, 2025, the City of Jacksonville Beach (CITY) issued RFP Number 05-2425 as amended by Addendum 1 dated May 7, 2025. The purpose of RFP Number 05-2425 is to seek experienced and qualified contractors to install underground infrastructure on an as-needed basis. The work is for the installation and replacement of new and existing underground electric infrastructure. The contractors will also be used to assist Beaches Energy Services staff in the restoration of services during emergency situations.

Although the CITY sent the RFP to several contractors, the CITY only received one response on May 14, 2025, which was from Heart Utilities of Jacksonville, Inc. (HEART). Fortunately, HEART has been awarded and has completed several contracts with the CITY in the past. HEART has more than 10 years of experience working in the CITY and surrounding areas and has maintained a good reputation. The CITY has been satisfied with HEART's performance and has maintained a good working relationship with HEART.

Staff recommends the CITY award RFP Number 05-2425 to HEART and execute a five-year contract based on the response to the RFP and the corresponding Unit Prices.

FINANCIAL IMPACT

The Beaches Energy Services annual budget includes funding for the installation of underground infrastructure as needed; no adjustments are required for this RFP award.

REQUESTED ACTION

1. Award/Reject RFP Number 05-2425 to Heart Utilities of Jacksonville, Inc. for the Installation of Underground Infrastructure; and
2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this award

ATTACHMENTS

1. 2025 NEW CONTRACT TEMPLATE FOR HEART
2. RFP 05-2425 Addendum 1
3. RFP 05-2425 Heart Utilities

CONTRACT BETWEEN
THE CITY OF JACKSONVILLE BEACH, FLORIDA,
AND HEART UTILITIES OF JACKSONVILLE, INC.

THIS CONTRACT is made and entered into as of August 4, 2025 (the “**Effective Date**”) by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida (“**CITY**”) and, HEART UTILITIES OF JACKSONVILLE, INC., a Florida Profit Corporation, authorized to conduct business in the state of Florida with its principal address at 1180 Lane Ave. South, Jacksonville, Florida 32205 (“**CONTRACTOR**”).

WHEREAS, on April 16, 2025, CITY issued RFP Number 05-2425 for Installation of Underground Infrastructure as amended by Addendum 1 dated May 7, 2025 (the “**Solicitation**”); and

WHEREAS, based on CONTRACTOR’s response to the Solicitation (the “**Response**”), on August 4, 2025, the Jacksonville Beach City Council approved entering into a contract with CONTRACTOR for the installation, renewal, and replacement of new and existing underground electric facilities for the CITY d/b/a Beaches Energy Services and to assist Beaches Energy Services staff in the restoration of services during emergency situations as described in the Solicitation (the “**Work**”).

NOW THEREFORE, in consideration of the mutual covenants contained below, CITY and CONTRACTOR agree as follows:

1. **Engagement and Performance of Work**. CITY engages CONTRACTOR to perform the Work, and CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Contract and the Purchase Orders issued by the CITY for individual Projects.
2. **Purchase Orders**. CITY shall issue Purchase Orders based on CITY’s cost estimate or CONTRACTOR’s cost estimate if the CITY requires the CONTRACTOR to prepare the cost estimate for specific Projects.
3. **Compensation**. CITY shall pay the CONTRACTOR for the Work in accordance with the terms of the Solicitation, the Response, and the corresponding Unit Prices attached to this Contract as **Exhibit A**, after inspection and approval of the Daily Work Log.
4. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through 60 calendar months, ending on August 4, 2030, unless sooner terminated in accordance with the terms of the Solicitation.
5. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments;
- Any Addenda to the Solicitation issued by CITY;
- The Solicitation as originally issued by CITY, including all amendments, technical specifications, appendices and exhibits thereto;
- Any Purchase Order(s);
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by CITY.

6. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to CITY: City of Jacksonville Beach
Attn: Allen Putnam, Director, Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, Florida 32250
Email: aputnam@beachesenergy.com

With a Copy to: City of Jacksonville Beach
Property & Procurement
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

As to CONTRACTOR: Heart Utilities of Jacksonville, Inc.
Attn: Scott Barry
1180 Lane Ave. South
Jacksonville, Florida 32205
Email: scottbarry@heartutilities.com

7. **Authority.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has full right and authority to execute and perform its obligations under this Contract, and CONTRACTOR and the person(s) signing this Contract on CONTRACTOR's behalf represent and warrant to CITY that such person(s) are duly authorized to execute this Contract on CONTRACTOR's behalf without further consent or approval by anyone. CONTRACTOR shall deliver to CITY promptly upon request all documents reasonably requested by CITY to evidence such authority.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms

to materials delivered to CITY (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

10. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on CITY and CONTRACTOR with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, CITY and CONTRACTOR have duly executed this Contract as of the Effective Date.

CITY OF JACKSONVILLE BEACH, FLORIDA

Christine Hoffman, Mayor

ATTEST:

Molly Alleger, City Clerk

Date Signed

Michael Staffopoulos, City Manager

Approved as to form and legal sufficiency:

David Migut, City Attorney

HEART UTILITIES OF JACKSONVILLE, INC.

(AFFIX CORPORATE SEAL)

Print Name

Title

Date Signed

ATTEST:

Print Name

Title

Date Signed

FORM 1: PROPOSAL TENDER FORM (page 1 of 11)

RFP NUMBER: 05-2425
TITLE: Installation of Underground Infrastructure

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA DATE: 5/14/25

All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

The undersigned proposes to furnish and install the following items as defined in Appendix A and B, at the prices listed herein on a per unit basis as follows unless otherwise noted:

1. Concrete Manhole

A.	Type D-1	\$	18,723.12	/Ea
B.	Type D-2	\$	22,435.92	/Ea

2. Trenching for conduit to be installed.

Work includes trenching, backfilling, compaction, providing and installing 6" wide PVC plastic caution tape, grading and cleanup:

A.	36" Deep Trench for 30" Min. Cover (24" width)	\$	14.14	/LF
B.	54" Deep Trench for 48" Min. Cover (24" width)	\$	21.22	/LF

Note: Ducts used for high voltage cables require 48" minimum cover; ducts used for low voltage conductors require 30" minimum cover; caution tape 14" minimum cover. Backfill shall be placed and compacted in lifts. Lifts shall be 12" maximum.

FORM 1: PROPOSAL TENDER FORM (page 2 of 11)

3. Underground Electric Duct Lines (NEMA TC-2 Schedule 40 PVC “belled end” duct)

A. 1” Duct	\$ 1.97 /LF
B. 2” Duct	\$ 5.33 /LF
C. 2 ½” Duct	\$ 5.50 /LF
D. 3” Duct	\$ 5.93 /LF
E. 4” Duct	\$ 7.83 /LF
F. 5” Duct	\$ 8.00 /LF
G. 6” Duct	\$ 17.97 /LF

4. Directional Boring

Contractor to supply all equipment and material for HDPE duct. All connections with HDPE duct shall use long line HDPE to PVC couplings and approved epoxy for bonding.

A. 2” First Duct (SDR 11)	\$ 17.85 /LF
B. 3” First Duct (SDR 13.5)	\$ 24.99 /LF
C. 4” First Duct (SDR 13.5)	\$ 32.73 /LF
D. 5” First Duct (SDR 13.5)	\$ 40.00 /LF
E. 6” First Duct (SDR 13.5)	\$ 51.10 /LF

Additional Duct Adders

F. Additional 2”	\$ 6.80 /LF
G. Additional 3”	\$ 12.52 /LF
H. Additional 4”	\$ 19.47 /LF
I. Additional 5”	\$ 24.00 /LF
J. Additional 6”	\$ 36.14 /LF

5. Directional Boring

Contractor to supply all equipment and material (Schedule 40 BORE-GARD duct). All connections with PVC duct shall use long line PVC couplings and proper PVC cement for bonding.

A. 3” First Duct	\$ 24.99 /LF
B. 4” First Duct	\$ 32.73 /LF
C. 5” First Duct	\$ 40.00 /LF
D. 6” First Duct	\$ 51.10 /LF

Additional Duct Adders

E. Additional 3”	\$ 12.52 /LF
F. Additional 4”	\$ 19.47 /LF
G. Additional 5”	\$ 24.00 /LF
H. Additional 6”	\$ 36.14 /LF

FORM 1: PROPOSAL TENDER FORM (page 3 of 11)

6. Ground Wire (City furnished)

- A. Install City furnished Ground Wire in existing trench. \$ 0.88 /Ea

7. Ground Rods

- A. Install City furnished Ground Rods, (24 ft. deep, 3 ea. 5/8"x8"; Sectional type with 2 couplings and 1 ground rod clamp. Note: These 3 rods are one unit for unit prices.)
(City Furnished) \$ 88.40 /Ea

8. Duct Plugs

- | | |
|----------------|--------------------|
| A. 1-inch | \$ <u>0.88</u> /Ea |
| B. 2-inch | \$ <u>1.77</u> /Ea |
| C. 2 1/2 -inch | \$ <u>2.21</u> /Ea |
| D. 3-inch | \$ <u>2.65</u> /Ea |
| E. 4-inch | \$ <u>3.54</u> /Ea |
| F. 5-inch | \$ <u>4.42</u> /Ea |
| G. 6-inch | \$ <u>5.30</u> /Ea |

9. Manhole Connection

- A. Connect New Duct Bank to existing manhole. Provide up to 24 x 24 opening in existing manhole knockout. Properly install new duct bank.
Re-grout and seal to restore watertight integrity. \$ 1,237.60 /Ea
- B. Connect Duct to an existing manhole knockout.
Re-grout and seal to restore water-tight integrity. \$ 53.04 /Ea
- C. Core Bore into Existing Manhole for PVC Conduit (6").
Re-grout and seal to restore water-tight integrity. \$ 141.44 /Ea

10. Epoxy HDPE Connection

An epoxy connection to fuse HDPE conduit to PVC fittings. The manufacturer of the epoxy shall be approved in advance by owner. Contractor shall provide all epoxy including disposable materials and labor for this item.

- A. Epoxy Connection \$ 17.68 /Ea

FORM 1: PROPOSAL TENDER FORM (page 4 of 11)

11. Straight long line PVC Couplings (labeled "NEMA TC-2")

A. 1" PVC Schedule 40, 6" long	\$ 3.10 /Ea
B. 2" PVC Schedule 40, 6" long	\$ 5.33 /Ea
C. 2 ½" PVC Schedule 40, 6" long	\$ 7.00 /Ea
D. 3" PVC Schedule 40, 8" long	\$ 26.52 /Ea
E. 4" PVC Schedule 40, 8" long	\$ 38.94 /Ea
F. 5" PVC Schedule 40, 12" long	\$ 40.00 /Ea
G. 6" PVC Schedule 40, 12" long	\$ 97.80 /Ea
H. 1" PVC Schedule 40, Slip Couplings	\$ 6.90 /Ea
I. 2" PVC Schedule 40, Slip Couplings	\$ 27.63 /Ea
J. 3" PVC Schedule 40, Slip Couplings	\$ 53.37 /Ea
K. 4" PVC Schedule 40, Slip Couplings	\$ 78.21 /Ea
L. 6" PVC Schedule 40, Slip Couplings	\$ 131.30 /Ea

12. 90-degree Sweep 48" Radius Ells

(Labeled "NEMA TC-2" Schedule 40 PVC "belled end" fittings)

A. 1" PVC Schedule 40	\$ 50.64 /Ea
B. 2" PVC Schedule 40	\$ 102.63 /Ea
C. 2 ½" PVC Schedule 40	\$ 110.00 /Ea
D. 3" PVC Schedule 40	\$ 179.00 /Ea
E. 4" PVC Schedule 40	\$ 267.95 /Ea
F. 5" PVC Schedule 40	\$ 300.00 /Ea
G. 6" PVC Schedule 40	\$ 483.99 /Ea

13. 90-degree Sweep 36" Radius Ells

(Labeled "NEMA TC-2" Schedule 40 PVC "belled end" duct)

A. 1" PVC Schedule 40	\$ 32.96 /Ea
B. 2" PVC Schedule 40	\$ 58.45 /Ea
C. 2 ½" PVC Schedule 40	\$ 70.00 /Ea
D. 3" PVC Schedule 40	\$ 118.72 /Ea
E. 4" PVC Schedule 40	\$ 179.84 /Ea
F. 5" PVC Schedule 40	\$ 190.00 /Ea
G. 6" PVC Schedule 40	\$ 375.81 /Ea

14. 45-degree Sweep 36" Radius Ells

(Labeled "NEMA TC-2" Schedule 40 PVC "belled end" duct)

A. 1" PVC Schedule 40	\$ 24.78 /Ea
B. 2" PVC Schedule 40	\$ 44.69 /Ea
C. 2 ½" PVC Schedule 40	\$ 50.00 /Ea
D. 3" PVC Schedule 40	\$ 78.47 /Ea

FORM 1: PROPOSAL TENDER FORM (page 5 of 11)

E. 4" PVC Schedule 40	\$ 122.35 /Ea
F. 5" PVC Schedule 40	\$ 150.00 /Ea
G. 6" PVC Schedule 40	\$ 249.80 /Ea

15. End Bells (Labeled "NEMA TC-2")

A. 1" PVC Schedule 40	\$ 8.84 /Ea
B. 2" PVC Schedule 40	\$ 26.52 /Ea
C. 2 ½" PVC Schedule 40	\$ 35.36 /Ea
D. 3" PVC Schedule 40	\$ 44.20 /Ea
E. 4" PVC Schedule 40	\$ 61.88 /Ea
F. 5" PVC Schedule 40	\$ 70.72 /Ea
G. 6" PVC Schedule 40	\$ 79.56 /Ea

16. Service Connection Box – (City furnished)

A. 12"x20" Concrete Box (1" SCB)	\$ 123.76 /Ea
B. 13"x24" Concrete Box (1 ½ "SCB)	\$ 123.76 /Ea
C. 17"x30" Concrete Box (2" SCB)	\$ 132.60 /Ea
D. Service Connection Pedestal	\$ 132.60 /Ea

17. Install Concrete

A. 4" thick	\$ 17.68 /SF
B. 6" thick	\$ 21.22 /SF

18. Remove Concrete (with disposal at an authorized location)

A. 4" thick	\$ 8.84 /SF
B. 6" thick	\$ 10.61 /SF

19. Install Asphalt

A. 4" thick	\$ 12.38 /SF
B. 6" thick	\$ 14.14 /SF

20. Remove Asphalt (with disposal at an authorized location)

A. 4" thick	\$ 6.19 /SF
B. 6" thick	\$ 7.07 /SF

FORM 1: PROPOSAL TENDER FORM (page 6 of 11)

21. Install Curb and Gutter

- | | | | |
|------------------|----|-------|-----|
| A. Standard type | \$ | 24.57 | /LF |
| B. Miami type | \$ | 24.57 | /LF |

22. Remove Curb and Gutter (with disposal at an authorized location)

- | | | | |
|------------------|----|------|-----|
| A. Standard Type | \$ | 4.63 | /LF |
| B. Miami Type | \$ | 5.79 | /LF |

23. Compaction Test \$ 113.15 /Ea

24. Cable Pulling - No. 1/0 AWG Alum. 28kV Cable (City furnished)

- | | | | |
|------------------------------|----|------|-----|
| A. One 1/0 Cable per duct | \$ | 1.77 | /LF |
| B. Two 1/0 Cables per duct | \$ | 2.22 | /LF |
| C. Three 1/0 Cables per duct | \$ | 2.81 | /LF |

25. Cable Pulling - No. 4/0 AWG Alum. 28kV Cable (City furnished)

- | | | | |
|------------------------------|----|------|-----|
| A. One 4/0 Cable per duct | \$ | 1.95 | /LF |
| B. Two 4/0 Cables per duct | \$ | 2.52 | /LF |
| C. Three 4/0 Cables per duct | \$ | 3.20 | /LF |

26. Cable Pulling - 350 kCM Alum. 28kV Cable (City furnished)

- | | | | |
|----------------------------------|----|------|-----|
| A. One 350 kCM Cable per duct | \$ | 2.42 | /LF |
| B. Two 350 kCM Cables per duct | \$ | 2.72 | /LF |
| C. Three 350 kCM Cables per duct | \$ | 3.69 | /LF |

27. Cable Pulling - 1000 kCM Alum. Jacketed 28kV Cable (City furnished)*

- | | | | |
|-----------------------------------|----|------|-----|
| A. One 1000 kCM Cable per duct | \$ | 3.35 | /LF |
| B. Two 1000 kCM Cables per duct | \$ | 4.77 | /LF |
| C. Three 1000 kCM Cables per duct | \$ | 6.45 | /LF |
- *up to 2,500' reel

28. Cable Pulling - Alum. 4/0 AWG USE 600 Volt Triplex Cable (City furnished)

- | | | | |
|-----------------------------------|----|------|-----|
| A. One 4/0 Triplex Cable per duct | \$ | 1.56 | /LF |
| B. One 4/0 Single Cable per duct | \$ | 1.26 | /LF |

FORM 1: PROPOSAL TENDER FORM (page 7 of 11)

29. Cable Pulling - 350 kCM USE 600 Volt Alum. Triplex Cable (City furnished)

- | | |
|---------------------------------------|-------------|
| A. One 350 kCM Triplex Cable per duct | \$ 1.76 /LF |
| B. One 350 kCM Single Cable per duct | \$ 1.46 /LF |

30. Cable Pulling - 350 kCM USE Volt Alum. Quadruplex Cable (City furnished)

- | | |
|------------------------------------|-------------|
| A. One 350 kCM Quad Cable per duct | \$ 2.03 /LF |
|------------------------------------|-------------|

31. Dead Front Connections (City furnished)

- | | |
|-----------------------------------|---------------|
| A. 1/0 AWG 25 kV Load Break Elbow | \$ 60.11 /Ea |
| B. 4/0 AWG 25 kV Load Break Elbow | \$ 60.11 /Ea |
| C. 350 kCM 25 kV T-Body | \$ 132.60 /Ea |
| D. 1000 kCM 25 kV T-Body | \$ 132.60 /Ea |

32. Molded Rubber Terminators (City furnished)

- | | |
|-------------------|---------------|
| A. 1/0 AWG 25 kV | \$ 60.11 /Ea |
| B. 4/0 AWG 25 kV | \$ 60.11 /Ea |
| C. 350 kCM 25 kV | \$ 132.60 /Ea |
| D. 1000 kCM 25 kV | \$ 132.60 /Ea |

33. Cable Splices (City furnished)

- | | |
|-------------------|---------------|
| A. 1/0 AWG 25 kV | \$ 90.17 /Ea |
| B. 4/0 AWG 25 kV | \$ 90.17 /Ea |
| C. 350 kCM 25 kV | \$ 167.96 /Ea |
| D. 1000 kCM 25 kV | \$ 167.96 /Ea |

34. Concrete Foundations

- | | |
|---|------------------|
| A. Single-phase concrete transformer pads | \$ 1,608.88 /Ea |
| B. Three-phase concrete transformer pads (150-1000 kVa) | \$ 3,129.36 /Ea |
| C. Large switch pad (120" x 96") | \$ 13,330.72 /Ea |
| D. Small switch pad (84" x 63") | \$ 9,865.44 /Ea |
| E. Three phase junction cabinet | \$ 3,465.28 /Ea |
| F. Single phase junction cabinet | \$ 3,217.76 /Ea |
| G. Sectionalizing cabinet pad | \$ 2,616.64 /Ea |
| H. Open delta pad | \$ 3,040.96 /Ea |
| I. Splice cabinet pad | \$ 12,499.76 /Ea |
| J. Single phase transformer maxi-pad | \$ 1,608.88 /Ea |
| K. Three phase transformer pad (1500-3750 kVa) | \$ 11,173.76 /Ea |

FORM 1: PROPOSAL TENDER FORM (page 8 of 11)

35. Bollard Posts

- A. 6" Galvanized Rigid Steel, 8' long, concrete-filled, painted yellow and imbedded in concrete \$ 530.40 /Ea

36. Sodding

- A. Furnish and install sod, as directed by Owner (Grass type varies) \$ 2.12 /SF

37. Dewatering

- A. Provide trench dewatering via well point method for 40 LF of trench. Includes pump, fuel, headers, hoses, points, pipes, etc., complete and operating. Cost to install and remove points only will be paid under "LEM" units. \$ 22.45 /Hr
- B. Provide additional trench dewatering by adding headers, points, hoses, etc., (excluding group 37.A, above) for each additional 20 LF of trench. Costs to install and remove points only will be paid under "LEM" units. \$ 7.96 /Hr

38. Duct Cleaning

Units to include furnishing all pulling lines, labor, equipment and accessories, and leave nylon line in each approved conduit and secured on each end for future cable pulling.

- A. 2-inch diameter \$ 0.53 /LF
B. 2 1/2 -inch diameter \$ 0.53 /LF
C. 3-inch diameter \$ 0.53 /LF
D. 4-inch diameter \$ 0.53 /LF
E. 5-inch diameter \$ 0.53 /LF
F. 6-inch diameter \$ 0.53 /LF

Labor, Equipment and Materials (LEM)

Work under this group is only for make-up of units not covered elsewhere in this proposal. Each unit is for one person or one piece of equipment. Any additional fraction of an hour will be rounded to the next higher one-quarter (1/4) hour. All overhead costs are included in the units.

39. Labor

- A. Foreman \$ 88.40 /Hr
B. Skilled Worker \$ 70.72 /Hr
C. Laborer/Helper \$ 44.20 /Hr

FORM 1: PROPOSAL TENDER FORM (page 9 of 11)

40. Equipment including all operating expenses, insurance, tools, etc.

A. Truck, ½-ton pickup	\$ 17.68 /Hr
B. Truck, 1-ton pickup	\$ 22.98 /Hr
C. Truck, 2-ton flatbed	\$ 44.20 /Hr
D. Air Compressor	\$ 16.80 /Hr
E. Pump, portable, rated at least 4000 GPH @ 0-discharge head and 10-foot lift	\$ 19.45 /Hr
F. Trailer, for 1-48" dia. Cable reel	\$ 14.14 /Hr
G. Trailer, for 3-48" dia. Cable reel	\$ 21.22 /Hr
H. Backhoe/loader with 600 lbs. Loader bucket capacity. Backhoe w/300 lbs. Minimum capacity with flat bottom Depth capacity of 8 feet and 18 feet overall reach from Rear axle centerline.	\$ 38.90 /Hr
I. 4'x6'x6' Trench Box	\$ 30.74 /Hr

41. Materials and Services

Any materials or services required that is not covered under any unit prices, and pre-approved by the City, shall be paid for on a cost plus ten percent (10%) basis. Original receipts shall be provided by Contractor.

42. DEEP DIRECTIONAL BORING MULTIPLIER

All directional bore installations the OWNER requests to be installed greater than ten feet deep will be subject to the following multipliers applied to Items four and five, plus the directional bore Items.

A. 11 feet to 20 feet	20 %
B. 21 feet to 30 feet	40 %
C. 31 feet to 40 feet	60 %
D. 41 feet to 50 feet	80 %

FORM 1: PROPOSAL TENDER FORM (page 10 of 11)

A. Work Unit (WU)

The work units shown on items 1 through 42 represent an associated cost assigned by the City of Jacksonville Beach.

B. Construction Cost Factor (CCF):

A single factor that is submitted by the Contractor. This factor shall remain valid for the length of the Contract (60 months) with price escalation according to the Consumer Price Index. This factor will be multiplied by each Proposal Item work unit to determine its respective unit price. The Unit Price can be adjusted annually after the first 12 months by a percentage amount as reflected in the Consumer Price Index (CPI), published by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category, not seasonally adjusted when requested by Contractor. All rates are subject to approval by the City Manager.

CCF = 1.20

C. Unit Price:

Unit Price = (CCF) X (WU)

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the proposal, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's submittal for this RFP.

I hereby certify that I have read and understand the requirements of **RFP #: 05-2425 Installation of Underground Infrastructure**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this proposal document and any Contract(s) and/or other transactions required by award of this RFP.

SUBMITTED BY: Edward Young JR
Printed Name of Authorized Submitter

COMPANY NAME: Heart Utilities of Jax

ADDRESS: CITY, STATE & ZIP: 1150 Lane Ave S Jacksonville, FL 32205

By: [Signature] Vice President
Signature of Authorized Submitter Title (typed or neatly printed)

ADDENDUM No. 1

RFP No.: 05-2425
Title: Installation of Underground Infrastructure

The purpose of Addendum No. 1 to RFP No. 05-2425 Installation of Underground Infrastructure is to answer the following questions:

Question 1:

Will there be an area provided for equipment and material storage?

Answer 1:

No.

Question 2:

Will there be an area provided to dump drilling spoils?

Answer 2:

No. This will be the Contractor's responsibility.

Question 3:

Is there a projected workload or an estimated number of manhours per month for this RFP?

Answer 3:

Monthly workloads will vary. Estimated annual budget for underground infrastructure installation is approximately \$500,000.

Question 4:

Will the recipient need to stock a certain amount of materials needed, or will it operate on a project-by-project basis? If stock is required, could you provide the estimated amounts that should be maintained on hand?

Answer 4:

It will be project-by-project basis. Emergency/urgent projects might come up that will require 3"/4"/6" bore pipes, couplings and elbows. This can be discussed during the negotiations or prior to signing the contract.

Question 5:

In the bid document. What is a Local Tax Receipt?

Answer 5:

A Local Business Tax Receipt (formerly known as Occupational License) is the method by which the City grants the privilege of engaging in or managing any business, profession or occupation within its jurisdiction.

Question 6:

Can the tax receipt be for the City of Jacksonville or does have to be for City of Jacksonville Beach?

Answer 6:

It is for the location where your office is at – City of Jacksonville is fine.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____
Printed name of authorized submitter

TITLE: _____

SIGNATURE: _____

DATE: _____

ORIGINAL



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



REQUEST FOR PROPOSALS

RFP Number:	05-2425
RFP Title:	Installation of Underground Infrastructure

Submittal Opening	
Day:	Wednesday
Date:	May 14, 2025
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFP is as follows:

RFP Advertised	16-April-2025
Deadline to Submit Questions	2-May-2025
Addendum (if necessary) Issued	7-May-2025
RFP Opened	14-May-2025

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SECTION A: OVERVIEW

OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach d/b/a Beaches Energy Services is seeking experienced and qualified contractors to install underground facilities on an as needed basis. The work is for the installation, renewal, and replacement of new and existing underground electric facilities. The contractors will also be used to assist Beaches Energy Services staff in the restoration of services during emergency situations.

Responses received to this RFP will be evaluated and ranked by a Selection Committee in accordance with the process and evaluation criteria contained in Sections D and E of this document.

2. RFP DUE DATE: 2:00 PM WEDNESDAY, MAY 14, 2025

Subject to the terms and conditions specified in this **Request for Proposals (RFP)**, proposals will be received until **2:00 P.M., May 14, 2025**, then, opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at no later than **Friday, May 2, 2025**. Interpretation will be in the form of an addendum and will be published on the RFP section of the City's website.

4. ELIGIBILITY:

The selected firm(s) must have the capability, experience and licensing necessary to provide all labor, equipment, materials and supplies for the installation of underground conduits, manholes, cables, concrete cable boxes and other apparatus, unless specifically indicated as provided by the City, as specified and as shown on the drawings.

Responses will only be considered from firms which are regularly engaged in the business of providing and performing similar services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance. To be eligible, respondents must be able to provide references for at least three (3) Installation of Underground Infrastructures similar to this project.

5. CONTRACT TERM:

The resulting unit price contract(s) for continuous services will be for five (5) years, unless otherwise modified by mutual agreement of the City of Jacksonville Beach and

Contractor. The effective contract term start date shall be the date of award by the City or the date of the Notice to Proceed, whichever is later.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the City Manager and/or the City Council. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective the first day of the fiscal year for which such approval has been denied.

The City of Jacksonville Beach reserves the right to negotiate with the awarded vendor(s) or to rebid. The services outlined shall commence immediately after the award and contract signing

6. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The City reserves the right to award this Contract to multiple firms. Notwithstanding the Contract(s) resulting from this RFP, the City reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Respondent agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

7. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected. Electronic submissions are not accepted.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

SECTION B:

GENERAL PROVISIONS

GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS:

- **Technical Specifications** that are **explicit** to this particular **Request for Proposals Number 05-2425** are found in **SECTION C: SPECIAL PROVISIONS**, which begins on **page 26**.
- **The Minimal Proposal Package shall consist of the following:**
 - Respondent's profile and submittal letter
 - Form 1:** Proposal Tender Form
 - Form 2:** RFP Award Notice
 - Form 3:** Required Disclosure
 - Form 4:** Drug-Free Workplace Compliance
 - Form 5:** Non-Collusion Affidavit
 - Form 6:** Non-Bankruptcy Affidavit
 - Form 7:** Subcontractor Listing
 - Form 8:** Certification Pursuant to Florida Statute §287.135
 - Form 9:** Suspension & Debarment
 - Form 10:** Florida Anti-Human Trafficking
 - W-9**
 - Local Business Tax Receipt**

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 37**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. **General**. It is the purpose and intent of this RFP to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the CITY should have a need to re-advertise for responses, the Contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to

- minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
- 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
 - 3) *For convenience*. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.
- F. Award.
- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
 - 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.
- G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.
- H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this RFP package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

4. ADDENDA TO THE RFP:

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of the Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submittal, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addenda on their submittal, or attach such addenda to their response.

5. USE OF PROPOSAL RESPONSE FORMS:

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the RFP, the submission of respondent's specimen contract with a respondent's proposal submittal shall not constitute notice of the respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

8. ERRORS IN SUBMITTALS:

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their proposal. Failure to do so will be at the respondent's own risk, and a respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondents.

9. LEGAL AND REGULATORY COMPLIANCE:

PUBLIC RECORDS

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH,
CITY CLERK'S OFFICE:**

TELEPHONE NUMBER: 904-247-6250 EXT # 10

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

**MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL
32250.**

The Contractor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E-VERIFY / AUTHORIZED WORKER STATUS:

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of CONTRACTOR or subcontractor(s).

Should CONTRACTOR enter into a contract with a subcontractor for the work to be provided to the CITY herein, the subcontractor shall provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

The CITY, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity in violation.

If the CITY has a good faith belief that a subcontractor has knowingly violated this Article, but CONTRACTOR otherwise complied with this Article, the CITY shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

If this Agreement is terminated under this Article, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with CONTRACTOR under this Article, CONTRACTOR may not be awarded a public contract for at least one year after the date on which this Agreement is terminated. CONTRACTOR shall be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

The CITY, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge termination under this Article no later than 20 calendar days after the date on which this Agreement was terminated.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST:

In accordance with Sec. 287.05701, F.S., the City may not request documentation of, consider, or give preference to a vendor based on a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor.

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

11. WAIVER/REJECTION OF RESPONSES:

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the respondent.

12. AUTHORIZED OFFER:

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the respondent's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF RESPONSES:

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. Fees may be requested as part of the RFP package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. USE OF PROPOSAL BY OTHER AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

15. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list (**See attached Form 3**).

16. CONFLICT OF INTEREST / CONE OF SILENCE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence.” This limits and requires documentation of communications between potential proposers and/or proposers on CITY solicitations, the CITY’s professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent may result in rejection/disqualification of said proposal at the CITY’s sole discretion. Respondents shall refrain from any communication with City Council members, CITY Staff, or the CITY’s Evaluation Committee, or members of any Board or Agency of the CITY, regarding this RFP.

DURING THE PERIOD BETWEEN PROPOSAL ADVERTISEMENT DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL, CITY STAFF, CITY EVALUATION COMMITTEE OR MEMBERS OF ANY BOARD OR AGENCY OF THE CITY, EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PURCHASING DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council, CITY staff or members of any CITY Board or Agency. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent’s proposal.

The Cone of Silence shall be imposed on this RFP upon its advertisement and shall terminate at the time the City Council and/or City Manager awards the solicitation. However, if the City Council and/or the City Manager refers the recommendation of award back to the CITY staff for further review, the Cone of Silence shall be re-imposed until such time as the City Council and/or the City Manager makes a subsequent award for the solicitation.

The Cone of Silence prohibits the following activities:

- A. Any communication regarding this RFP between a potential vendor, service provider, respondent, lobbyist or consultant and the CITY’s professional staff;
- B. Any communication regarding this RFP between the Mayor, Council members and any member of any Board or Agency of the CITY;

- C. Any communication regarding this RFP between potential vendor, service provider, respondent, lobbyist or consultant and any member of a selection or evaluation committee;
- D. Any communication regarding this RFP between the Mayor, Council members; any member of any Board or Agency of the CITY and the selection or evaluation committee therefore;
- E. Any communication regarding this RFP between any member of the CITY's professional staff and any member of the selection or evaluation committee; and
- F. Any communication regarding this RFP between a potential vendor, service provider, respondent, lobbyist or consultant and the Mayor, Council members and any member of any Board or Agency of the CITY.

The Cone of Silence may not apply to:

- A. Oral communications at pre-proposal meetings;
- B. Oral presentations before selection or evaluation committees;
- C. Public presentations made to the City Council during any duly noticed public meeting;
- D. Written communications regarding a particular RFP, RFQ, or ITB between a potential vendor, service provider, respondent, lobbyist or consultant and the CITY's Purchasing Agent or CITY employee designated responsible for administering the procurement process of such RFP, RFQ, or ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- E. Communications with the CITY Attorney and his or her staff;
- F. Duly noticed site visits to determine the competency of respondents regarding a particular submittal/statement during the time period between the opening of RFPs and the time the City Council and/or City Manager makes the award;
- G. Any emergency procurement of goods or services pursuant to CITY Code;
- H. Contract negotiations during any duly noticed public meeting;
- I. Communications to enable CITY staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, respondent, lobbyist, or consultant and any member of the CITY's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular respondent may render the RFP award to said respondent voidable by the City Council and/or City Manager at the CITY's sole discretion.

17. NON-COLLUSION AFFIDAVIT:

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a declaration from the Respondent that they have not colluded with any other party in preparation of their proposal (**See attached Form 5**).

18. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

20. INSURANCE REQUIREMENTS:

(A) GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

(B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

(C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Property Damage:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Professional Liability **is required for Contractor and all sub-contractors**

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third-party liability, on-site and off-site third-party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

(D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)' obligation to fulfill the insurance requirements herein.

21. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company (**See attached Form 6**).

22. NONEXCLUSIVE:

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

23. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. (**See attached Form 4**).

24. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

25. PROTEST:

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

26. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

27. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

28. FORCE MAJEURE:

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or

other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- C. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

29. PROPOSAL AWARD NOTICE FORM:

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2)**

30. INDEMNIFICATION:

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the CITY as outlined below.

The Contractor covenants and agrees to indemnify, hold harmless and defend the CITY, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by CITY, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor, its subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the CITY from any and all increased expenses resulting from such delay. Should any claims be asserted against the CITY by virtue of any deficiency or ambiguity in

the plans and specifications provided by the Contractor, the Contractor agrees and warrants that Contractor shall hold the CITY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the CITY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

31. MAINTENANCE OF RECORDS AND RIGHT TO AUDIT

The CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten years from the final payment or termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten years following the final payment or termination of this Agreement. If an auditor employed by the CITY determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CITY, the CITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the CITY.

RIGHT TO AUDIT

Availability of Records: The records of the parties to this Agreement relating to a Work Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner. Owner may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion.

32. RFP IS NOT A BID:

This Request for Proposals is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

SECTION C: SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. CONTRACT DEFINITIONS

WHEREVER USED IN THESE SPECIFICATIONS OR IN THE CONTRACT DOCUMENTS, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS INDICATED AND SHALL BE APPLICABLE TO BOTH THE SINGULAR AND PLURAL THEREOF:

- 1.1. ADDENDA: The term "addenda" shall mean the written notices of modification of the Contract Drawings, Specifications, or other Contract Documents issued by the City of Jacksonville Beach to holders of Contract Documents prior to the opening of the RFP.
- 1.2. CHANGE ORDER: A written order to the Contractor signed by the City of Jacksonville Beach's Representative authorizing an addition, deletion or revision of the work, or an adjustment in the Contract Price or Contract Time issued after execution of the Contract.
- 1.3. CITY OF JACKSONVILLE BEACH'S REPRESENTATIVE: An Appointed Manager of the City of Jacksonville Beach or his/her designee.
- 1.4. CONTRACT/PURCHASE ORDER: The articles of agreement between Contractor and City of Jacksonville Beach as evidenced by the Contract Documents.
- 1.5. CONTRACTOR: The person, firm or corporation with whom the City of Jacksonville Beach has executed the Contract.
- 1.6. ENGINEER or PROJECT ENGINEER: The duly authorized representative of the division or department of the City of Jacksonville Beach preparing the Design and/or Project Documents.
- 1.7. OWNER: The City of Jacksonville Beach (or wherever the term "City of Jacksonville Beach", "Beaches Energy Services" or the "City" is used).
- 1.8. PROJECT: The entire material supplied and/or work or services to be performed as provided in the Contract Documents.
- 1.9. PROPOSAL: The offer of the respondent submitted on the prescribed form setting forth the Construction Cost Factors (CCF) for the listed prices for the work to be performed.
- 1.10. RESPONDENT: Any person, firm or corporation submitting a response for the work specified herein.
- 1.11. RFP DOCUMENTS: Include, but not limited to the Request for Proposals, Overview, Technical Specifications, the Proposal Tender Form and Addenda issued prior to receipt of responses.

- 1.12. SHOP DRAWINGS: All drawings, diagrams, illustrations brochures, operating instructions, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributors and which illustrate the equipment, material, or some portion of the work.
- 1.13. SUBCONTRACTOR: An individual, firm or corporation having a contractual agreement with the Contractor or with any other Subcontractor to provide a part of the work described in the Specification.
- 1.14. SURETY: The party who has made secure the fulfillment of this Contract by a Surety or Performance Bond.
- 1.15. UNIT PRICE: An amount stated in the RFP as a price per unit of measurement for materials or services as described in the Contract Documents.
- 1.16. WORK OR SERVICES: Any and all obligations, duties and responsibilities necessary for the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.
- 1.17. WRITTEN NOTICE: Written notice shall have been duly served if delivered in person to the individual, or to a partner of the firm, or to an officer of the corporation which is the contractor, or the proper executive official of the City of Jacksonville Beach, or if sent by registered or certified United States Mail to the business address of the party to be served as shown in the Contract Documents.

2. AUTHORITY OF ENGINEER

The Engineer may inspect any and all materials and work. Such inspection may extend to any or all parts of the work and to the preparation and manufacture of the materials to be used. The Engineer shall call the attention of the Contractor to any deviation from the plans or specifications. The Engineer will have authority to reject defective materials or to suspend any work that is being improperly done. The Engineer shall have general administration of the work. As the Engineer is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, he/she shall use his/her powers under the contract to enforce its faithful performance.

The Engineer shall also, within a reasonable time, make decisions on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. Except as expressly provided in the Contract Documents, the Engineer's decisions shall be final.

3. INFERIOR WORK OR MATERIALS

All materials not meeting the requirements of these specifications shall be condemned as inferior and all such material, whether in place or not, shall be removed immediately from the site of the work. No material which has been rejected shall be used until approval has been given. All work that has been condemned or rejected shall be remedied, or if necessary shall be removed and replaced by the Contractor or City of Jacksonville Beach if necessary, at the Contractor's expense. Upon the failure of the Contractor to comply promptly with the foregoing, the City of Jacksonville Beach may remove and replace such work or material and charge the cost of the same against the Contractor and deduct such amount from moneys due him. All costs incurred by the City of Jacksonville Beach caused by inferior work or material will be reimbursed by the Contractor.

4. MATERIAL SAFETY DATA SHEET

A Material Safety Data Sheet (MSDS) must be submitted prior to delivery for any materials or components supplied to the City of Jacksonville Beach, which are identified by the Florida Toxic Substance Law CG-84-233. The Contractor may, if a current MSDS is already on file with City of Jacksonville Beach, omit such.

5. BILLING AND PAYMENT

- 5.1. Payment will be made only after completion of services and/or delivery, installation and acceptance of the material and equipment. Requests for partial payments, after completion of services and/or after receipt and acceptance of portions of material or equipment itemized in the contract, will be accepted, in accordance with Article 5 of the attached "Owner/Contractor Contract Agreement." All requests for payment must be forwarded to the Project Engineer.
- 5.2. The City of Jacksonville Beach will mail payment within 30 days after receipt of the invoice for services and/or material received, whichever is later.
- 5.3. Complete payment for each individual unit price project will not be made until: all equipment or material is installed; work is completed; the site is restored to "as found" conditions; and, the individual unit price project has been inspected and accepted by the Owner's Representative and/or the Engineer.
- 5.4. The Work Units (WU), shown on items 1 through 42 of the Proposal Tender Form, represent an associated cost assigned by the Owner. The Construction Cost Factor (CCF) represents a single factor that is provided by the Contractor. This factor shall remain valid for the length of the Contract (60 months). This factor will be multiplied by each Item Work Unit (WU) to determine its respective unit price. The Unit Price can be adjusted annually after the first 12 months by a percentage amount as reflected in the Consumer Price Index (CPI), published by the United States Department of Labor, Bureau of Labor

Statistics, Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category, not seasonally adjusted when requested by Contractor. All rates are subject to approval by the City Manager.

The Unit Price = (CCF) X (WU) for each Item.

- 5.5. The fifth year of the Contract will end when the Unit Price Projects started before the end of the Contract anniversary are completed and not at the anniversary of the implementation of the Contract.

6. CHANGES IN THE WORK

- 6.1. The Owner, without invalidating the Contract may make alterations, additions or deletions to the specifications not consistent with the original scope of the specifications.
- 6.2. All alterations, additions or deletions shall be requested by the Project Engineer in writing. The Contractor shall submit a written quotation covering the requested change which, if accepted, will be authorized by the Owner in writing. Only upon notice of authorization will the Contractor make any changes. No claim for an addition to the contract sum shall be valid unless so authorized.
- 6.3. Additional unit price construction units may be created during the term of the Contract, in accordance with Paragraphs 6.01 and 6.02 above, if agreeable to both the Owner and the Contractor.
- 6.4. All changes shall be executed under the conditions of the original contract, except that a claim for extension of time caused thereby shall be adjusted at the time of authorization of such change.

7. GUARANTEE

The Contractor unconditionally guarantees the materials and workmanship on all services and/or equipment furnished by them for a period of twenty four (24) months from the date of delivery and acceptance or twelve (12) months from the installation date, whichever is earlier.

8. APPROVAL DRAWINGS

- 8.1. The term "Shop Drawing" shall be interpreted to mean that data to be submitted by the Contractor to the Owner for approval in the form of drawings, diagrams, illustrations, schedules, or any other form deemed best to convey or illustrate to the Owner the equipment, process type, materials of construction, etc., to enable the Owner to properly and completely review the data without unnecessary delays. No drawing shall be larger than 24" X 36" in dimension.

- 8.2. All PVC duct, HDPE duct, BORE-GARD duct, duct plugs, straight long-line PVC couplings, 48" Radius Ells, 30" Radius Ells, Bell Ends, etc. shall be submitted for approval on 8-1/2" x 11" catalog cut-sheets. The catalog cuts shall properly indicate the size and type used and refer to the itemized identification in accordance with the listed "Unit Price Material" on the Proposal Tender Form. All catalog cuts shall be bound in a notebook for easy reference.
- 8.3. The Contractor shall submit three (3) copies of all shop drawings. Of these, one (1) copy will be returned to the Contractor. If the Contractor requires more than one (1) returned copy, he shall increase his original submittal quantity the necessary amount.
- 8.4. The Contractor shall submit shop drawings for approval within six (6) weeks from the date of the "Notice to Proceed", realizing that normally a period of two weeks will be required for the receipt of drawings, checking of drawings and re-transmittal of drawings. Drawings returned to the Contractor will be stamped either "Approved", "Approved as Noted", "Returned for Corrections", or "Not Approved". Those drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor. Drawings stamped "Returned for Corrections" or "Not Approved" must be resubmitted. The Owner's approval of shop drawings shall not relieve the Contractor from responsibility for deviation from the contract drawings and specifications, unless he has specifically called the Owner's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the shop drawings. The purchasing or fabricating of any material for this contract, prior to submittal and return of shop drawings marked "Approved" or "Approved as Noted", will be done at the Contractor's risk.

9. ABILITY TO PERFORM WORK

Any RESPONDENT will be required, before the award of any contract, to show to the satisfaction of the Owner that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had acceptable experience in construction work of the same or similar nature; and, that he has a past history and references which will serve to satisfy the Owner as to his qualifications for doing the work.

SECTION D:

EVALUATION AND AWARD PROCEDURES

EVALUATION AND AWARD PROCEDURES

The City's Selection Committee will evaluate the submittals and rank the respondents in the order of demonstrated qualifications, experience and competence to meet the needs of the City.

The City may, at its sole discretion, invite selected respondents to engage in discussions and/or make a presentation to allow the respondent an opportunity to support or clarify their qualifications. Following these discussions and/or presentations, if they occur, the Selection Committee will submit their recommendations and ranking to the City Manager and/or City Council for approval.

If the City Manager and/or City Council accept the Selection Committee recommendations and ranking, and the City determines to proceed with contract negotiations, the City will attempt to negotiate a contractual agreement with the highest ranking respondent(s). If an agreement cannot be reached in a timely manner, as determined by the City, then negotiations will proceed with the next highest ranked respondent and so on. If a contractual agreement cannot be reached with any of the respondents initially qualified, the Selection Committee may qualify additional respondents from the submitted responses, or repeat the entire RFP process at the City's sole discretion.

Evaluation Criteria

Each proposal shall be evaluated on the following evaluation criteria:

Points

1. Price	25
2. Experience and Capability	25
3. Similar Projects and References	25
4. Location of Firm	25
Maximum Points	100

Proposal Review

The awarded Firm shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted proposals. The committee will review the proposals.
- The committee may select up to three (3) Respondents to participate in presentations and interviews.
- Following interviews/presentations a final Respondent will be selected and submitted to City Council for approval.
- Negotiations will follow with the selected Respondent, and if successful, the awarded Firm and City will enter into a contract for the work.

Clarifying Proposal during Evaluation

During the evaluation process, City's staff has the right to require any clarification or change it needs in order to understand the Respondent's view and approach to the project and scope of the work. Any changes to the Proposal will be made before executing the contract and will become part of the final contract.

SECTION E: SUBMITTAL REQUIREMENTS

SUBMITTAL REQUIREMENTS

Respondents must provide all information as requested in this Request for Proposal (RFP). Responses should follow the format outlined in this RFP. Additional materials in other formats, or pages beyond the stated page limit(s) may not be considered. City's staff may reject as non-responsive at its sole discretion any proposal or any part thereof which is incomplete, inadequate in its response, or departs in any substantive way from the required format.

Respondents are strongly cautioned NOT to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Responses shall not be available for inspection by respondents until interviews, if scheduled, are completed and award has been made. After agreement award, all responses become matter of public record and are available for inspection by the general public.

The evaluation criteria below are intended to be the basis by which each response shall be evaluated, measured and ranked. The City of Jacksonville Beach hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria. The information submitted shall be relevant to the project scope and be practical and concise. The recommendation of the evaluation committee shall be based on the following:

PRICE

- Construction cost factor(s).

EXPERIENCE AND CAPABILITY

- Please describe your company's experience as it relates to the Installation of Underground Infrastructure.
- Examples of projects you have completed that are similar in size, scope, and nature to the Installation of Underground Infrastructure.

SIMILAR PROJECTS AND REFERENCES

- In Florida, lists of on-going and/or completed projects and contracts.

LOCATION OF FIRM

- Where are your company's headquarters?
- Please list your key office locations and capabilities at those locations in terms of supporting Installation of Underground Infrastructure within proximity of the Beaches Energy Services office.

At a minimum, response packages should include the required Forms described in Section F: Forms, together with the four criteria items described in Section E.

SECTION F: FORMS

FORM 1: PROPOSAL TENDER FORM (page 1 of 11)

RFP NUMBER: 05-2425
TITLE: Installation of Underground Infrastructure

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA DATE: 5/14/25

All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

The undersigned proposes to furnish and install the following items as defined in Appendix A and B, at the prices listed herein on a per unit basis as follows unless otherwise noted:

1. Concrete Manhole

A.	Type D-1	\$ 18,723.12 /Ea
B.	Type D-2	\$ 22,435.92 /Ea

2. Trenching for conduit to be installed.

Work includes trenching, backfilling, compaction, providing and installing 6" wide PVC plastic caution tape, grading and cleanup:

A.	36" Deep Trench for 30" Min. Cover (24" width)	\$ 14.14 /LF
B.	54" Deep Trench for 48" Min. Cover (24" width)	\$ 21.22 /LF

Note: Ducts used for high voltage cables require 48" minimum cover; ducts used for low voltage conductors require 30" minimum cover; caution tape 14" minimum cover. Backfill shall be placed and compacted in lifts. Lifts shall be 12" maximum.

FORM 1: PROPOSAL TENDER FORM (page 2 of 11)

3. Underground Electric Duct Lines (NEMA TC-2 Schedule 40 PVC “belled end” duct)

A. 1” Duct	\$ 1.97 /LF
B. 2” Duct	\$ 5.33 /LF
C. 2 ½” Duct	\$ 5.50 /LF
D. 3” Duct	\$ 5.93 /LF
E. 4” Duct	\$ 7.83 /LF
F. 5” Duct	\$ 8.00 /LF
G. 6” Duct	\$ 17.97 /LF

4. Directional Boring

Contractor to supply all equipment and material for HDPE duct. All connections with HDPE duct shall use long line HDPE to PVC couplings and approved epoxy for bonding.

A. 2” First Duct (SDR 11)	\$ 17.85 /LF
B. 3” First Duct (SDR 13.5)	\$ 24.99 /LF
C. 4” First Duct (SDR 13.5)	\$ 32.73 /LF
D. 5” First Duct (SDR 13.5)	\$ 40.00 /LF
E. 6” First Duct (SDR 13.5)	\$ 51.10 /LF

Additional Duct Adders

F. Additional 2”	\$ 6.80 /LF
G. Additional 3”	\$ 12.52 /LF
H. Additional 4”	\$ 19.47 /LF
I. Additional 5”	\$ 24.00 /LF
J. Additional 6”	\$ 36.14 /LF

5. Directional Boring

Contractor to supply all equipment and material (Schedule 40 BORE-GARD duct). All connections with PVC duct shall use long line PVC couplings and proper PVC cement for bonding.

A. 3” First Duct	\$ 24.99 /LF
B. 4” First Duct	\$ 32.73 /LF
C. 5” First Duct	\$ 40.00 /LF
D. 6” First Duct	\$ 51.10 /LF

Additional Duct Adders

E. Additional 3”	\$ 12.52 /LF
F. Additional 4”	\$ 19.47 /LF
G. Additional 5”	\$ 24.00 /LF
H. Additional 6”	\$ 36.14 /LF

FORM 1: PROPOSAL TENDER FORM (page 3 of 11)

6. Ground Wire (City furnished)

- A. Install City furnished Ground Wire in existing trench. \$ 0.88 /Ea

7. Ground Rods

- A. Install City furnished Ground Rods, (24 ft. deep, 3 ea. 5/8"x8"; Sectional type with 2 couplings and 1 ground rod clamp. Note: These 3 rods are one unit for unit prices.)
(City Furnished) \$ 88.40 /Ea

8. Duct Plugs

- | | |
|----------------|--------------------|
| A. 1-inch | \$ <u>0.88</u> /Ea |
| B. 2-inch | \$ <u>1.77</u> /Ea |
| C. 2 1/2 -inch | \$ <u>2.21</u> /Ea |
| D. 3-inch | \$ <u>2.65</u> /Ea |
| E. 4-inch | \$ <u>3.54</u> /Ea |
| F. 5-inch | \$ <u>4.42</u> /Ea |
| G. 6-inch | \$ <u>5.30</u> /Ea |

9. Manhole Connection

- A. Connect New Duct Bank to existing manhole. Provide up to 24 x 24 opening in existing manhole knockout. Properly install new duct bank.
Re-grout and seal to restore watertight integrity. \$ 1,237.60 /Ea
- B. Connect Duct to an existing manhole knockout.
Re-grout and seal to restore water-tight integrity. \$ 53.04 /Ea
- C. Core Bore into Existing Manhole for PVC Conduit (6").
Re-grout and seal to restore water-tight integrity. \$ 141.44 /Ea

10. Epoxy HDPE Connection

An epoxy connection to fuse HDPE conduit to PVC fittings. The manufacturer of the epoxy shall be approved in advance by owner. Contractor shall provide all epoxy including disposable materials and labor for this item.

- A. Epoxy Connection \$ 17.68 /Ea

FORM 1: PROPOSAL TENDER FORM (page 4 of 11)

11. Straight long line PVC Couplings (labeled "NEMA TC-2")

A. 1" PVC Schedule 40, 6" long	\$ 3.10 /Ea
B. 2" PVC Schedule 40, 6" long	\$ 5.33 /Ea
C. 2 ½" PVC Schedule 40, 6" long	\$ 7.00 /Ea
D. 3" PVC Schedule 40, 8" long	\$ 26.52 /Ea
E. 4" PVC Schedule 40, 8" long	\$ 38.94 /Ea
F. 5" PVC Schedule 40, 12" long	\$ 40.00 /Ea
G. 6" PVC Schedule 40, 12" long	\$ 97.80 /Ea
H. 1" PVC Schedule 40, Slip Couplings	\$ 6.90 /Ea
I. 2" PVC Schedule 40, Slip Couplings	\$ 27.63 /Ea
J. 3" PVC Schedule 40, Slip Couplings	\$ 53.37 /Ea
K. 4" PVC Schedule 40, Slip Couplings	\$ 78.21 /Ea
L. 6" PVC Schedule 40, Slip Couplings	\$ 131.30 /Ea

12. 90-degree Sweep 48" Radius Ells

(Labeled "NEMA TC-2" Schedule 40 PVC "belled end" fittings)

A. 1" PVC Schedule 40	\$ 50.64 /Ea
B. 2" PVC Schedule 40	\$ 102.63 /Ea
C. 2 ½" PVC Schedule 40	\$ 110.00 /Ea
D. 3" PVC Schedule 40	\$ 179.00 /Ea
E. 4" PVC Schedule 40	\$ 267.95 /Ea
F. 5" PVC Schedule 40	\$ 300.00 /Ea
G. 6" PVC Schedule 40	\$ 483.99 /Ea

13. 90-degree Sweep 36" Radius Ells

(Labeled "NEMA TC-2" Schedule 40 PVC "belled end" duct)

A. 1" PVC Schedule 40	\$ 32.96 /Ea
B. 2" PVC Schedule 40	\$ 58.45 /Ea
C. 2 ½" PVC Schedule 40	\$ 70.00 /Ea
D. 3" PVC Schedule 40	\$ 118.72 /Ea
E. 4" PVC Schedule 40	\$ 179.84 /Ea
F. 5" PVC Schedule 40	\$ 190.00 /Ea
G. 6" PVC Schedule 40	\$ 375.81 /Ea

14. 45-degree Sweep 36" Radius Ells

(Labeled "NEMA TC-2" Schedule 40 PVC "belled end" duct)

A. 1" PVC Schedule 40	\$ 24.78 /Ea
B. 2" PVC Schedule 40	\$ 44.69 /Ea
C. 2 ½" PVC Schedule 40	\$ 50.00 /Ea
D. 3" PVC Schedule 40	\$ 78.47 /Ea

FORM 1: PROPOSAL TENDER FORM (page 5 of 11)

E. 4" PVC Schedule 40	\$ 122.35 /Ea
F. 5" PVC Schedule 40	\$ 150.00 /Ea
G. 6" PVC Schedule 40	\$ 249.80 /Ea

15. End Bells (Labeled "NEMA TC-2")

A. 1" PVC Schedule 40	\$ 8.84 /Ea
B. 2" PVC Schedule 40	\$ 26.52 /Ea
C. 2 ½" PVC Schedule 40	\$ 35.36 /Ea
D. 3" PVC Schedule 40	\$ 44.20 /Ea
E. 4" PVC Schedule 40	\$ 61.88 /Ea
F. 5" PVC Schedule 40	\$ 70.72 /Ea
G. 6" PVC Schedule 40	\$ 79.56 /Ea

16. Service Connection Box – (City furnished)

A. 12"x20" Concrete Box (1" SCB)	\$ 123.76 /Ea
B. 13"x24" Concrete Box (1 ½ "SCB)	\$ 123.76 /Ea
C. 17"x30" Concrete Box (2" SCB)	\$ 132.60 /Ea
D. Service Connection Pedestal	\$ 132.60 /Ea

17. Install Concrete

A. 4" thick	\$ 17.68 /SF
B. 6" thick	\$ 21.22 /SF

18. Remove Concrete (with disposal at an authorized location)

A. 4" thick	\$ 8.84 /SF
B. 6" thick	\$ 10.61 /SF

19. Install Asphalt

A. 4" thick	\$ 12.38 /SF
B. 6" thick	\$ 14.14 /SF

20. Remove Asphalt (with disposal at an authorized location)

A. 4" thick	\$ 6.19 /SF
B. 6" thick	\$ 7.07 /SF

FORM 1: PROPOSAL TENDER FORM (page 6 of 11)

21. Install Curb and Gutter

- | | | | |
|------------------|----|-------|-----|
| A. Standard type | \$ | 24.57 | /LF |
| B. Miami type | \$ | 24.57 | /LF |

22. Remove Curb and Gutter (with disposal at an authorized location)

- | | | | |
|------------------|----|------|-----|
| A. Standard Type | \$ | 4.63 | /LF |
| B. Miami Type | \$ | 5.79 | /LF |

23. Compaction Test \$ 113.15 /Ea

24. Cable Pulling - No. 1/0 AWG Alum. 28kV Cable (City furnished)

- | | | | |
|------------------------------|----|------|-----|
| A. One 1/0 Cable per duct | \$ | 1.77 | /LF |
| B. Two 1/0 Cables per duct | \$ | 2.22 | /LF |
| C. Three 1/0 Cables per duct | \$ | 2.81 | /LF |

25. Cable Pulling - No. 4/0 AWG Alum. 28kV Cable (City furnished)

- | | | | |
|------------------------------|----|------|-----|
| A. One 4/0 Cable per duct | \$ | 1.95 | /LF |
| B. Two 4/0 Cables per duct | \$ | 2.52 | /LF |
| C. Three 4/0 Cables per duct | \$ | 3.20 | /LF |

26. Cable Pulling - 350 kCM Alum. 28kV Cable (City furnished)

- | | | | |
|----------------------------------|----|------|-----|
| A. One 350 kCM Cable per duct | \$ | 2.42 | /LF |
| B. Two 350 kCM Cables per duct | \$ | 2.72 | /LF |
| C. Three 350 kCM Cables per duct | \$ | 3.69 | /LF |

27. Cable Pulling - 1000 kCM Alum. Jacketed 28kV Cable (City furnished)*

- | | | | |
|-----------------------------------|----|------|-----|
| A. One 1000 kCM Cable per duct | \$ | 3.35 | /LF |
| B. Two 1000 kCM Cables per duct | \$ | 4.77 | /LF |
| C. Three 1000 kCM Cables per duct | \$ | 6.45 | /LF |
- *up to 2,500' reel

28. Cable Pulling - Alum. 4/0 AWG USE 600 Volt Triplex Cable (City furnished)

- | | | | |
|-----------------------------------|----|------|-----|
| A. One 4/0 Triplex Cable per duct | \$ | 1.56 | /LF |
| B. One 4/0 Single Cable per duct | \$ | 1.26 | /LF |

FORM 1: PROPOSAL TENDER FORM (page 7 of 11)

29. Cable Pulling - 350 kCM USE 600 Volt Alum. Triplex Cable (City furnished)

- | | | | |
|---------------------------------------|----|------|-----|
| A. One 350 kCM Triplex Cable per duct | \$ | 1.76 | /LF |
| B. One 350 kCM Single Cable per duct | \$ | 1.46 | /LF |

30. Cable Pulling - 350 kCM USE Volt Alum. Quadruplex Cable (City furnished)

- | | | | |
|------------------------------------|----|------|-----|
| A. One 350 kCM Quad Cable per duct | \$ | 2.03 | /LF |
|------------------------------------|----|------|-----|

31. Dead Front Connections (City furnished)

- | | | | |
|-----------------------------------|----|--------|-----|
| A. 1/0 AWG 25 kV Load Break Elbow | \$ | 60.11 | /Ea |
| B. 4/0 AWG 25 kV Load Break Elbow | \$ | 60.11 | /Ea |
| C. 350 kCM 25 kV T-Body | \$ | 132.60 | /Ea |
| D. 1000 kCM 25 kV T-Body | \$ | 132.60 | /Ea |

32. Molded Rubber Terminators (City furnished)

- | | | | |
|-------------------|----|--------|-----|
| A. 1/0 AWG 25 kV | \$ | 60.11 | /Ea |
| B. 4/0 AWG 25 kV | \$ | 60.11 | /Ea |
| C. 350 kCM 25 kV | \$ | 132.60 | /Ea |
| D. 1000 kCM 25 kV | \$ | 132.60 | /Ea |

33. Cable Splices (City furnished)

- | | | | |
|-------------------|----|--------|-----|
| A. 1/0 AWG 25 kV | \$ | 90.17 | /Ea |
| B. 4/0 AWG 25 kV | \$ | 90.17 | /Ea |
| C. 350 kCM 25 kV | \$ | 167.96 | /Ea |
| D. 1000 kCM 25 kV | \$ | 167.96 | /Ea |

34. Concrete Foundations

- | | | | |
|---|----|-----------|-----|
| A. Single-phase concrete transformer pads | \$ | 1,608.88 | /Ea |
| B. Three-phase concrete transformer pads (150-1000 kVa) | \$ | 3,129.36 | /Ea |
| C. Large switch pad (120" x 96") | \$ | 13,330.72 | /Ea |
| D. Small switch pad (84" x 63") | \$ | 9,865.44 | /Ea |
| E. Three phase junction cabinet | \$ | 3,465.28 | /Ea |
| F. Single phase junction cabinet | \$ | 3,217.76 | /Ea |
| G. Sectionalizing cabinet pad | \$ | 2,616.64 | /Ea |
| H. Open delta pad | \$ | 3,040.96 | /Ea |
| I. Splice cabinet pad | \$ | 12,499.76 | /Ea |
| J. Single phase transformer maxi-pad | \$ | 1,608.88 | /Ea |
| K. Three phase transformer pad (1500-3750 kVa) | \$ | 11,173.76 | /Ea |

FORM 1: PROPOSAL TENDER FORM (page 8 of 11)

35. Bollard Posts

- A. 6" Galvanized Rigid Steel, 8' long, concrete-filled, painted yellow and imbedded in concrete \$ 530.40 /Ea

36. Sodding

- A. Furnish and install sod, as directed by Owner (Grass type varies) \$ 2.12 /SF

37. Dewatering

- A. Provide trench dewatering via well point method for 40 LF of trench. Includes pump, fuel, headers, hoses, points, pipes, etc., complete and operating. Cost to install and remove points only will be paid under "LEM" units. \$ 22.45 /Hr
- B. Provide additional trench dewatering by adding headers, points, hoses, etc., (excluding group 37.A, above) for each additional 20 LF of trench. Costs to install and remove points only will be paid under "LEM" units. \$ 7.96 /Hr

38. Duct Cleaning

Units to include furnishing all pulling lines, labor, equipment and accessories, and leave nylon line in each approved conduit and secured on each end for future cable pulling.

- A. 2-inch diameter \$ 0.53 /LF
B. 2 1/2 -inch diameter \$ 0.53 /LF
C. 3-inch diameter \$ 0.53 /LF
D. 4-inch diameter \$ 0.53 /LF
E. 5-inch diameter \$ 0.53 /LF
F. 6-inch diameter \$ 0.53 /LF

Labor, Equipment and Materials (LEM)

Work under this group is only for make-up of units not covered elsewhere in this proposal. Each unit is for one person or one piece of equipment. Any additional fraction of an hour will be rounded to the next higher one-quarter (1/4) hour. All overhead costs are included in the units.

39. Labor

- A. Foreman \$ 88.40 /Hr
B. Skilled Worker \$ 70.72 /Hr
C. Laborer/Helper \$ 44.20 /Hr

FORM 1: PROPOSAL TENDER FORM (page 9 of 11)

40. Equipment including all operating expenses, insurance, tools, etc.

A. Truck, ½-ton pickup	\$ 17.68 /Hr
B. Truck, 1-ton pickup	\$ 22.98 /Hr
C. Truck, 2-ton flatbed	\$ 44.20 /Hr
D. Air Compressor	\$ 16.80 /Hr
E. Pump, portable, rated at least 4000 GPH @ 0-discharge head and 10-foot lift	\$ 19.45 /Hr
F. Trailer, for 1-48" dia. Cable reel	\$ 14.14 /Hr
G. Trailer, for 3-48" dia. Cable reel	\$ 21.22 /Hr
H. Backhoe/loader with 600 lbs. Loader bucket capacity. Backhoe w/300 lbs. Minimum capacity with flat bottom Depth capacity of 8 feet and 18 feet overall reach from Rear axle centerline.	\$ 38.90 /Hr
I. 4'x6'x6' Trench Box	\$ 30.74 /Hr

41. Materials and Services

Any materials or services required that is not covered under any unit prices, and pre-approved by the City, shall be paid for on a cost plus ten percent (10%) basis. Original receipts shall be provided by Contractor.

42. DEEP DIRECTIONAL BORING MULTIPLIER

All directional bore installations the OWNER requests to be installed greater than ten feet deep will be subject to the following multipliers applied to Items four and five, plus the directional bore Items.

A. 11 feet to 20 feet	20 %
B. 21 feet to 30 feet	40 %
C. 31 feet to 40 feet	60 %
D. 41 feet to 50 feet	80 %

FORM 1: PROPOSAL TENDER FORM (page 10 of 11)

A. Work Unit (WU)

The work units shown on items 1 through 42 represent an associated cost assigned by the City of Jacksonville Beach.

B. Construction Cost Factor (CCF):

A single factor that is submitted by the Contractor. This factor shall remain valid for the length of the Contract (60 months) with price escalation according to the Consumer Price Index. This factor will be multiplied by each Proposal Item work unit to determine its respective unit price. The Unit Price can be adjusted annually after the first 12 months by a percentage amount as reflected in the Consumer Price Index (CPI), published by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category, not seasonally adjusted when requested by Contractor. All rates are subject to approval by the City Manager.

CCF = 1.20

C. Unit Price:

Unit Price = (CCF) X (WU)

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the proposal, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's submittal for this RFP.

I hereby certify that I have read and understand the requirements of **RFP #: 05-2425 Installation of Underground Infrastructure**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this proposal document and any Contract(s) and/or other transactions required by award of this RFP.

SUBMITTED BY: Edward Young JR
Printed Name of Authorized Submitter

COMPANY NAME: Heart Utilities of Jax

ADDRESS: CITY, STATE & ZIP: 1150 Lane Ave S Jacksonville, FL 32205

By: [Signature] Vice President
Signature of Authorized Submitter Title (typed or neatly printed)

FORM 1: PROPOSAL TENDER FORM (page 11 of 11)

RFP DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may cause for the CITY to consider rejection of the submitted RFP. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	FORM 1: PROPOSAL TENDER FORM (Pages 38-48)
10 [✓]	2.	FORM 2: RFP AWARD NOTICE (Page 49)
10 [✓]	3.	FORM 3: REQUIRED DISCLOSURE (Page 50)
10 [✓]	4.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE (Page 51)
10 [✓]	5.	FORM 5: NON-COLLUSION AFFIDAVIT (Page 52)
10 [✓]	6.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (Page 53)
10 [✓]	7.	FORM 7: SUBCONTRACTOR LISTING (Page 54)
10 [✓]	8.	FORM 8: CERTIFICATION PURSUANT TO FLORIDA STATUTE §287.135 (Page 55)
10 [✓]	9.	FORM 9: SUSPENSION & DEPARTMENT PURSUANT TO FLORIDA STATUTE §287.1351, EXECUTIVE ORDERS 12549 AND 12689, 2 C.F.R. PART 180 (Page 56)
10 [✓]	10.	FORM 10: ANTI-HUMAN TRAFFICKING (Page 57)
10 [✓]	11.	W-9 (Attach completed and signed form, which can be obtained from www.irs.gov) (Page 58)
10 [✓]	12.	Local Business Tax Receipt

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.

Addendum #: 1 Dated: 5/7/25

Addendum #: Dated:

Addendum #: Dated:

Addendum #: Dated:

① Jobs Est.

② HQ Info

FORM 2: RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: HEART UTILITIES OF JACKSONVILLE, INC.
2. Address: 1180 LANE AVE
3. City, State & Zip: JACKSONVILLE, FL 32205
4. Attention: SCOTT BARRY
5. Phone: 904 695-3383
6. E-mail address: SCOTT.BARRY@HEARTUTILITIES.COM
- PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 05-2425** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

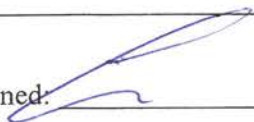
Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3: REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

NONE

Signed: 

Title:

Vice
PRESIDENT

Contractor: HEART UTILITIES OF JACKSONVILLE, INC.

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

EDWARD L. YOUNG JR., being first duly sworn deposes and says that:

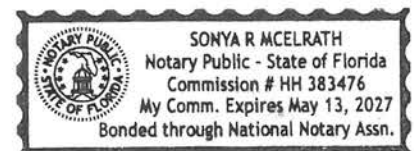
1. He (it) is the Vice PRESIDENT, of HEART UTILITIES the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: [Signature]

Sworn and subscribed to before me this 6th day of May, 20 25,
in the State of Florida, County of Duval.

[Signature] Notary Public

My Commission Expires: May, 13, 2027



FORM 6: NON-BANKRUPTCY AFFIDAVIT

RFP #: 05-2425

STATE OF Florida)

COUNTY OF Duval)

Edward Young, Jr. is an officer and member of
the firm of Heart Utilities of Jacksonville, Inc. being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP No. 05-2425**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

[Signature]
Affiant Signature

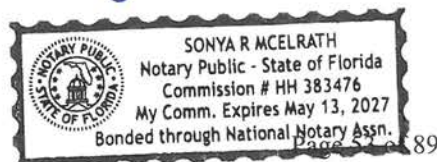
Sworn to before me this 6th day of May, 2025 by Edward Young, Jr.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary

Notary's Printed Name Sonya R McElrath Expiration of Notary's Commission 5/13/27

Affix Seal Here:



FORM 7: SUBCONTRACTOR LISTING

The Respondent has fully investigated each subcontractor listed and has in his files evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, that he maintains a fully equipped organization capable, technically and financially, of performing the work required, and that he has made similar installations in a satisfactory manner.

1. Subcontractor: NONE
Type(s) of Work: _____
2. Subcontractor: _____
Type(s) of Work: _____
3. Subcontractor: _____
Type(s) of Work: _____

SUBMITTED BY: EDWARD YOUNG, JR.
Printed Name of Authorized Submitter

COMPANY NAME: HEART UTILITIES OF JACKSONVILLE, INC

ADDRESS: 1180 LANE AVE S.

CITY, STATE & ZIP: JACKSONVILLE, FL 32205

TELEPHONE NUMBER: 904 695 - 3383

EMAIL ADDRESS: SCOTT.BARRY@HEARTUTILITIES.COM

By: 
Signature of Authorized Submitter

VICE PRESIDENT
Title (typed or neatly printed)

FORM 8: CERTIFICATION PURSUANT TO FLORIDA STATUTE

§287.135

I, EDWARD YOUNG JR Vice on behalf of HEART UTILITIES OF JACKSONVILLE certify
Print Name and Title Company Name

that HEART UTILITIES OF JACKSONVILLE
Company Name

- a. is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Company certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**FORM 9: SUSPENSION & DEBARMENT PURSUANT TO FLORIDA
STATUTE §287.1351, Executive Orders 12549 and 12689, 2 C.F.R. Part 180**

I, EDWARD YOUNG JR. Vice President on behalf of HEART UTILITIES OF JACKSONVILLE certify
Print Name and Title Company Name

That HEART UTILITIES OF JACKSONVILLE :
Company Name

- A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
 - Have not within (36 months) period preceding this time, been convicted of or had a civil judgement entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State, City or Town or other local agency) transaction or contract; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - Have not within (36) months period preceding this time, had one or more public contracts (Federal, State, City, or Town or other agency) terminated for cause or default.
- B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

EDWARD YOUNG JR. Vice President
Name and Position

5/06/2025
Date

[Signature]
Signature

HEART UTILITIES OF JACKSONVILLE
Company Name

1180 LANE AVE S.
Street Address

JACKSONVILLE, FL 32205
City, State and Zip Code

FORM 10: ANTI-HUMAN TRAFFICKING

AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06(13)
FLORIDA ANTI-HUMAN TRAFFICKING PROVISIONS
(To be used when a contract is executed, renewed or extended)
(Required only for non-governmental vendors)

STATE OF Florida

COUNTY OF Duval

I, {full legal name} Edward L. Young, Jr., swear and affirm that I am
an officer or a representative of the Contractor and that Heart Utilities of Jax does
not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

AFFIANT HEREBY CERTIFIES UNDER PENALTY OF PERJURY THAT THE
STATEMENTS AND FACTS IN THIS AFFIDAVIT AND IN ANY ATTACHMENTS ARE
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dated: 5/6/25

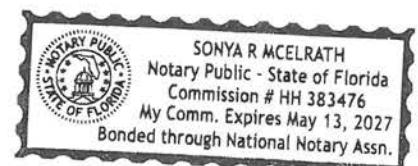
Signature of Affiant: [Signature]

Sworn to or affirmed and signed before me on May 6, 2025 by

Edward L. Young, Jr. who is personally known to me or _____ presented
_____, as identification.

Notary Public, State of Florida - Sonya McElrath

My commission expires: 5/13/2027



W-9 Form (Attach completed and signed form, which can be obtained from www.irs.gov)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Heart Utilities of Jacksonville, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **N/A**

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1180 Lane Avenue South

6 City, state, and ZIP code

Jacksonville, FL 32205

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date **1-21-2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



2024 - 2025 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2024 through September 30, 2025 .

HEART UTILITES OF JAX
DAVIS, HAROLD JR
2203 HAMILTON ST
JACKSONVILLE, FL 32210

ACCOUNT NUMBER: 248617
BUSINESS NAME: DAVIS, HAROLD JR
PHYSICAL ADDRESS: 2203 HAMILTON ST
JACKSONVILLE, FL 32210

CLASSIFICATION CODE: 325014 QUALIFYING AGENT - CONTRACTORS

STATE LICENSE NO: EC13005356

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	15.00
TOTAL TAX:	115.00

RENEWAL

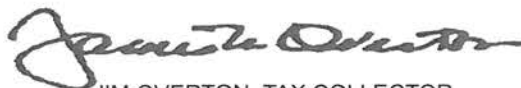
VALID UNTIL September 30, 2025

2024 - 2025

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 109-25-01026449 12/11/2024 \$ 115.00



2024 - 2025 LOCAL BUSINESS TAX RECEIPT
JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2024 through September 30, 2025.

HEART UTILITIES OF JACKSONVILLE INC
1180 S LANE AVE
JACKSONVILLE, FL 32205

ACCOUNT NUMBER: 91448
BUSINESS NAME: HEART UTILITIES OF JACKSONVILLE INC
PHYSICAL ADDRESS: 2203 HAMILTON ST
JACKSONVILLE, FL 32210

CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: EC13005356

COUNTY TAX:	187.50
MUNICIPAL TAX:	441.25
COUNTY LATE PENALTY:	28.13
MUNICIPAL LATE PENALTY:	66.19
TOTAL TAX:	723.07

RENEWAL

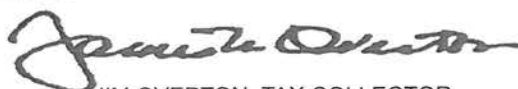
VALID UNTIL September 30, 2025

2024 - 2025

*****ATTENTION*****

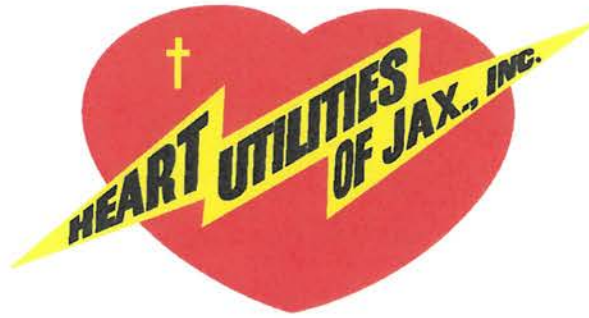
THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 109-25-01026429 12/11/2024 \$ 723.07



Heart Utilities of Jacksonville, Inc.
*Experience and Capability &
Underground Distribution Experience*

Heart Utilities of Jacksonville has a very successful history and specific expertise in Underground Infrastructure installations and maintenance. We currently have long term contracts with various municipalities within Florida to perform this type of work dating back to 2010. Our Supervision and workforce have many years of experience in performing this type of work.

1.) Project Name: Electrical Unit Price Maintenance & Construction Contract

Project Description: Installation of underground electric conduit, manholes, cable, transformers and switch gear.

Customer: Beaches Energy Services
11 3rd St N Jacksonville Beach, FL 32250
Contact: Don Cuevas 904 270-1686

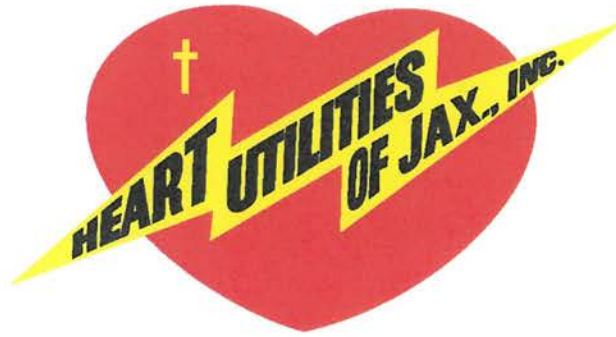
2/10 – Ongoing

2.) Project Name: JEA Underground Distribution Unit Price Construction and Maintenance

Project Description: Installation of underground electric conduit, manholes, cable, transformers and switch gear.

Customer: Jacksonville Electric Authority
21 West Church Street Jacksonville, FL 32202
Contact: Josh Gordon 904 655-5149

2/20 – Ongoing



Heart Utilities of Jacksonville, Inc.

Headquarter Location

Heart Utilities of Jacksonville is headquartered in Jacksonville Florida. Our headquarters are located off of Lane Avenue in Jacksonville FL. We are located within 30 minutes of Jacksonville Beach FL. We have a total of 110,000 square foot of Warehouse, Office, Mechanic Shop, and Storage buildings on eight acres to assist in serving our client's needs.

APPENDIX A: TECHNICAL SPECIFICATIONS

APPENDIX A: TECHNICAL SPECIFICATIONS

1. INSTALLATION OF UNDERGROUND CONDUIT, MANHOLES, CABLES AND CONCRETE CABLE BOXES

1.1 Description of Work:

This work will consist of furnishing all labor, equipment, materials and supplies for the installation of underground conduits, manholes, cables, concrete cable boxes and other apparatus, unless specifically indicated as provided by the City, as specified and as shown on the drawings.

The work shall be in accordance with these specifications and as shown on the drawings. It shall include the excavating, shoring, dewatering, backfilling, compacting and grading as required for the installation of underground conduits, manholes and concrete cable boxes. Individual project drawings will be issued as projects develop.

1.2 Trench Excavation:

Trenches for primary and secondary cables and ducts shall be in accordance with specifications, and as shown on the drawings. Exceptions to this rule must be obtained through written approval of the City. Where required by the City, sod, lawn, and other turf shall be carefully removed and stored, so that it may be replaced upon completion of backfilling. Where trenches pass through asphalt or concrete paved areas, pavement shall be saw cut and removed with care so as to minimize cost of replacement.

All excavations shall be made in compliance with OSHA Regulations.

De-watering, sheeting and shoring shall be at the discretion of the Contractor and the allowance for the cost of de-watering is included in the Proposal Item Units.

1.3 Duct Installation:

Duct lines shall be installed according to specifications, and as shown on a specific project drawing. Concrete work shall conform to the requirements of the Concrete Construction Section of the drawings. Duct spacers shall be made of plastic. The joints of the raceways shall be staggered by rows and layers so as to provide a duct line having the maximum strength.

No duct line shall be backfilled prior to inspection. The number and size of ducts shall be as shown on the drawings. Duct line shall be laid with a minimum grade, change without traps of three inches per 100 feet. Grade may be from one manhole to the next or both ways for a high point between manholes, as required for correct grade.

1.4 Direct Burial Conduit:

Direct Burial Conduit shall be high impact PVC Utility grade Schedule 40, or steel underground duct as specified in this document. Conduits shall be installed in accordance with manufacturers' recommendations and the National Electric Safety Code under the supervision and inspection of the electric department of the City of Jacksonville Beach, dba/Beaches Energy Services. Conduits and fittings shall be manufactured in accordance with the latest edition of applicable standards. Concrete work shall conform to the requirements of the Concrete Construction Section of the drawings. Duct spaces shall be made of plastic. The joint of the raceways shall be staggered by rows and layers so as to provide a duct line having the maximum strength.

Where duct lines enter a manhole, conduits shall terminate in end bells and shall be flush with the inside wall. Where approved by the City, the Contractor may cut openings in the side of a manhole to provide for duct entrance. Conduits shall be thoroughly cleaned before laying. During construction and after the duct lines are completed, the ends of the conduit shall be plugged to prevent the entrance of mud and debris into the conduits. Perma cement shall be used by the Contractor to make a smooth finish.

After the duct line has been completed, a mandrel not less than twelve (12) inches long, having a diameter approximately one-fourth inch (1/4") less than the inside diameter of the conduits, shall be pulled through each conduit after which a brush with stiff bristles shall be pulled through to make certain that no particles of earth, sand or gravel have been left in the line. A nylon cord, of fifty (50) pound strength, shall be placed in each duct line as directed.

Adhesive shall be solvent type to join conduit lengths to fittings and shall be a type recommended by the conduit manufacturer. This adhesive shall be furnished in sufficient quantity as recommended by the manufacturer for the particular procurement of conduits and fittings.

1.5 Backfilling:

After ducts have been installed and inspected, the trench shall be carefully backfilled using dirt that is free from vegetable matter and refuse. Backfill material shall be placed in twelve-inch (12") layers and each layer compacted.

When backfilling a trench that has been cut through a roadway, backfilling shall be done in six-inch (6") layers and each layer compacted to 95% density.

In addition, those excavations on City, County or State rights-of-way are to be compacted by the procedures and to the densities required by the governing authority. Storage of excavated material shall be the responsibility of the Contractor. Material unsuitable for backfill or excess backfill material shall be disposed of by the Contractor in an approved

manner and at an authorized location.

1.6 Plastic Caution Tape:

When backfilling has reached a level of 14 inches below final grade, plastic caution tape shall be placed flat above and in line with the duct, conduit or cable the full length of system and covered with final backfill. Tape shall be yellow six-inch (6") wide, polyethylene Allen System or Terra System Tape for identifying underground electric utilities.

1.7 Manhole Installation:

Except as otherwise indicated or directed in unpaved areas the top of the manhole cover shall be three inches (3") above the finished grade. In paved areas, the top of manhole covers shall be flush with the finished surface of the paving. Where a field condition prevents the installation, as stated in the specifications and drawings, the location and final elevation of the manholes shall be established by the City. The work shall include excavation, setting and leveling the manhole and adding brick risers with access manhole frames and covers. Backfilling shall be done in the same manner as specified for duct installation. Manholes shall be left with the covers in place. All conduit entrance holes shall be sealed with grout and made watertight before backfilling the manholes. Lifting holes shall be sealed after final elevation is attained.

1.8 Site Cleanup and Restoration, all Construction Areas:

Upon completion of work, all rubble, trash and other debris, including excess dirt, shall be removed leaving the site in a neat, clean and acceptable condition. Manholes shall be cleaned and made watertight. Manhole lids shall be securely fastened with two (2) cap screws where applicable, as shown on the drawings, prior to final inspection or acceptance by the City.

It is the policy of the City to restore all property, both public and private, to as good or better condition than when the construction began. Construction Areas shall be restored to the satisfaction of the City Representative, adjacent property owners and, if in the right-of-way, meet the requirements of the agency having jurisdiction.

Streets, sidewalks and other paved areas are to be replaced in accordance with the attached Drawings or the Florida D.O.T. "Standard Specifications for Road and Bridge Construction," where applicable. It should be noted that saw cutting of pavement to clean straight lines is required as well as replacement of sidewalks to construction joints.

1.9 Conduit Cable Seal:

Provide a mechanical cable seal on the end of all conduits that are not terminated in a

vault or cable box. The seal shall include nonmagnetic plates suitable for underground service, and will be G&W Type "CS" or approved equal, or expandable foam compound that hardens and is easily removed which is manufactured for this purpose and certified compatible with outer cable material without deterioration.

1.10 Other Utilities:

The location of trenches, ducts, manholes and boxes may be shown on the engineering drawings related to the specific project. It shall be the Contractor's responsibility to acquaint himself with all information and to locate all underground structures and utilities along the line of work in order to avoid conflict with existing facilities. It is the responsibility of the Contractor to notify the telephone company, the City, or other responsible agencies concerned at least forty-eight (48) hours prior to any construction, to send a representative to the job site to locate or identify their buried utilities. Any cost resulting from damage to other utilities or property as a direct result of this work shall be the responsibility of the Contractor.

In the State of Florida, it is part of the Florida Statutes that all Contractors contact "Sunshine State One-Call of Florida" before performing any excavations.

- Call (800) 432-4770 two full business days before digging. Call 10 days before digging when digging under water.
- Wait the required time for buried utilities to be located and marked.
- Protect the marks during your project. If marks are destroyed, call again.
- Dig safely, using extreme caution when digging within 24 inches on either side of the marks to avoid hitting the buried utility lines.

1.11 Grounding:

Driven grounds shall be provided at each manhole, transformer pad, and other equipment pads and shall be the deep type using sectional rods (see plan drawings for detail). Ground rods shall be Owner-furnished, Copperweld® steel, 5/8 inches by eight feet (8') long. The minimum ground rod length installed shall be 24 ft., composed of three, 8 ft. rods coupled together. Each rod shall be provided with a cast type connector. The resistance at each driven ground location shall not exceed twenty-five (25) ohms before connection to the system. The Contractor shall conduct this test and have it witnessed by the Owner's representative. A log of the individual ground rod test reading shall be maintained and a copy provided for the Owner.

The ground conductor shall be a No. 2 AWG minimum, soft drawn, bare stranded or solid copper conductor buried under the duct lines throughout the entire system and into manhole, transformer, or other equipment pads. A ground conductor shall be connected to each ground rod at each manhole, transformer pad, or other equipment pad with a No. 2 S.D.B.C. conductor extended into the manhole and equipment pad to provide a ground bus. Grounding connections, where buried or otherwise inaccessible, shall be made by

brazing or welding; where exposed and accessible, with approved lugs and bolts or approved grounding connectors.

1.12 Drawings:

Except where dimensioned, the locations of the installations shown are approximate. The exact locations shall be determined in the field and due consideration shall be given to existing and other utilities being installed in the same area.

1.13 Materials Storage and “Show Up” Area:

The Contractor shall be responsible for obtaining a storage yard for materials and equipment within the City of Jacksonville Beach. Other areas conveniently near to the City of Jacksonville Beach may be allowed, if approved by Owner. City property WILL NOT be made available to the Contractor for this purpose.

1.14 Cable Installation:

All cable will be handled in such a manner as to prevent twists or kinks from forming. In unreeling cable, extreme care is to be taken so that cable is not pulled over the sides of the reel nor dragged across the ground.

At no time will the pulling tension or minimum bending radius exceed manufacturers' recommendations. The Contractor will leave access cable at points designated by the Owner's representative or by the plans, for future use (splicing, transformer make-up, cable pole make-up, etc.). The excess cable left above grade or in manholes shall be rolled, secured, ends sealed with Owner furnished end caps marked with Owner furnished color coded marking tape and placed in such a manner as to prevent damage from occurring to the cable.

Cable pulling lines shall be non-stretchable and capable of pulling cables at a constant speed without jerking.

Pulling rigs, blocks, lines, eyes, baskets and swivels shall be in good operating condition and of adequate strength and power to properly install all cables as specified for a maximum distance of 1200 feet per conduit pull (most pulls are approximately 700 feet). All cables shall be installed in accordance with manufacturer and utility's normally accepted procedures. Proper pulling blocks shall be used where needed to prevent cable from exiting conduit at an angle.

Any cables damaged by improper handling, installing or securing shall be paid for by Contractor. No unit payments shall be made for removing and reinstalling damaged cables when caused by or not reasonably prevented by the Contractor.

Whenever the Contractor is to pull cable, the Owner will provide the Contractor with Owner-approved cable pulling lubricant at no cost to the Contractor.

Certain lubricants are known to deteriorate the semi-conducting outer layer of high voltage cables, one of which is "Yellow-C", and shall not be present on the job site, in or on vehicles at any time while performing any work per this RFP. All cables installed with non-approved lubricant will be removed and conduits cleaned. No payment shall be made for its installation; removal or cleaning of conduit and cost of cables will be invoiced to the Contractor.

Cable reel trailer and/or truck shall be furnished by the Contractor and have capability of handling up to three (3) each with a 72-inch diameter x 48-inch wide reel at the same time.

1.15 PVC Conduit:

Utility grade or schedule 40 conduit for direct burial application shall be PVC compound and meet the latest applicable standards. Conduit shall be the type that will provide watertight joint when connections are made by the solvent weld method. All fitting such as couplings, adapters to rigid conduit, end-bells and ninety degree (90°) bends shall be available for the use with this conduit, so as to assure watertight joints when installed and shall be labeled "NEMA TC-2".

1.16 Directional Boring of Conduits:

Prior to directional boring, it shall be the Contractor's responsibility to acquaint himself with all information and to locate all underground structures and utilities along the line of work in order to avoid conflict with existing facilities. (See Paragraph 10, above.)

After removal of the directional boring equipment, it shall be the Contractor's responsibility to restore the existing pavement, ground and/or sod to existing "as found" conditions. Every effort shall be made to minimize the disturbance to the existing pavement, ground and/or sod by the directional boring equipment, such as placing the equipment on plywood matting.

In this contract, there will be no "Set Up" Fee for directional boring. Payment will be based on footage of conduit, correctly installed and at proper depth. There will be no payment for conduits "lost" or abandoned due to problems encountered by the Contractor during boring operations.

1.17 HDPE and BORE-GARD® Conduits

(See specific specification sections for these conduit types, to be installed by directional boring.)

2. HIGH DENSITY POLYETHYLENE (HDPE), SMOOTH WALL, COILABLE CONDUIT

2.1.General

Smooth Wall Duct made from Virgin High-Density Polyethylene Resin (Regrind material is not acceptable). The Polyethylene shall be Type III, Category 3, Class C, Grade P34 meeting the latest requirements of ASTM D1248. Consistent with the Cell Classification 334420C, as described in ASTM D3350. The finished product shall be in compliance with the dimensional, material, and testing requirements of NEMA TC-7 (SDR 13.5), ASTM F714, ASTM D3035, AND ASTM D2447.

2.2.Minimum Drum Size and Bending Radius, Maximum Reel Size

DUCT	MINIMUM DRUM DIAMETER	UNSUPPORTED BEND RADIUS
1"	24"	14"
2"	42"	26"
3"	64"	48"
4"	84"	60"
6"	N/A	N/A

Returnable steel reels with standard duct lengths

3.2.1 Color/UV Protection

Conduit color shall be gray. Ultraviolet protection shall be in accordance with ASTM D3895.

3.2.2 Environmental Stress Crack Resistance

Conduit shall meet or exceed the requirements of ASTM D 1693-80 (VALUE – F20>96 HRS).

3.2.3 Ovality

The maximum ovality (out of roundness) allowed after removal from reel shall be ten percent (10%) of the dimensional limits set forth in NEMA TC-7.

3.2.4 Connection Fittings

Couplings shall be long line or long sweep PVC couplings and shall use proper

cement or approved epoxy. The PVC couplings shall be clean, dry and properly prepared prior to the installation of the proper PVC cement or approved epoxy. The PVC cement or approved epoxy shall have adequate time to cure and harden before mechanical stress is placed on the connections.

3.2.5 Final Duct Assembly

Conduit shall be pre-lubricated and have a 200# minimum strength pull string installed. (BES use) Lubricant shall be compatible with all cable insulation and jacket material.

NOTE: If there are any contradictions or conflicts between specifications, the most stringent shall apply.

3. BORE-GARD® TRENCHLESS RACEWAY SYSTEMS – PRODUCT SPECIFICATIONS

3.1 General

- a. **Section Includes.** This specification covers rigid nonmetallic conduit (RNC) for the installation of electrical, voice, data, video and other low voltage cabling. This system will be designed to meet the rigorous requirements of horizontal directional drilling for electrical and datacom applications. All necessary fittings and accessories shall be provided by the same manufacturer as the conduit system to satisfy warranty requirements.
- b. **References.**
 - Conduit and fittings shall be listed and approved listed specifically for the use with horizontal directional drilling.
 - UL listing will allow the product to be used with electrical conductors per the 2002 National Electrical Code (NEC), Articles 300 and 352.
 - CSA certified for Canadian applications per the Canadian Electrical Code (CEC) Part 1, Section 12.
- c. **System Description.** Each conduit section will be manufactured in standard ten or twenty-foot lengths. Trade sizes 3, 4, 5, and 6-inch will be available. Conduit design must incorporate a watertight and airtight seal and locking ring that enables fast, cement-free assembly. Each section of conduit will be belled on one end with two grooves machined into the inside diameter (ID) of the bell and with a groove and chamfer machined into the outside diameter (OD) of the spigot end. Conduit must contain a lubricated triple-lobed gasket factory installed in the bell end of the pipe to seal up to 75 psi with a 65-foot pre-bent radius.

3.2 Product

a. Materials.

- Conduit will be engineered with PVC compound offering superior strength and flexibility when compared to standard Schedule 40 PVC.
- Each length of pipe will incorporate a seal, locking ring, end caps, and a bell.
- Each conduit section will be belled on one end with two grooves machined into the inside diameter (ID) of the bell and with a groove and chamfer machined into the outside diameter (OD) of the spigot end.
- Conduit will contain a lubricated triple-lobed gasket factory-installed in the bell end of pipe to seal out ground water, boring lubricants, and other contaminants from entering pipe. Conduit can contain air pressure of up to 75 psi with a safety factor of two (2) at the tightest bend radius of 65 feet.
- The maximum bend radius for conduit will be 65 feet.
- Nylon locking straps will secure the connection between two pieces of conduit without need of cement.
- Conduit will be grey in color and sunlight-resistant.

b. Fittings

Listed Schedule 40 fittings shall be used with the PVC conduit. Schedule 40 fittings shall be easily attached using standard PVC cement. Manufacturer shall make available all necessary fittings and accessories.

3.3 Performance requirements

- a. Tensile Loading with Bend Radius. Conduit shall be rated at 7,000, 8,700, 11,300, and 14,000 pounds for 3", 4", 5", and 6" sizes, respectively, based on laboratory testing where it was pre-bent in a special fixture to a 65' radius and it was then pulled to failure. The loads were recorded, averaged, and a safety factor was used for the final rating.
- b. Tensil Loading without Bend Radius. Product shall be pulled to failure without any bend, loads in excess of 8,400, 10,400, 13,600, and 16,000 pounds for 3", 4", 5", and 6" respectively as tested in the laboratory.
- c. Typical Crush Lbs. @ 30% deflection.
 - 3" - 1,225 lbs.
 - 4" - 1,075 lbs.
 - 5" - 950 lbs.
 - 6" - 950 lbs.

3.4 Assembly

The trenchless conduit system shall be designed for easy assembly without the need of PVC cement and installed in a manner as described below.

a. Steps.

- Position conduit with the print line facing up.
- Remove nylon locking strap and set it aside.
- Remove end caps on first stick only, trim spigot end of pipe at the groove before attaching the pulling eye/grip attachment.
- Insert pulling eye into spigot end of conduit.
- Tighten pulling eye so that it expands against the interior of the conduit. Use of sleeve over O.D. of conduit is recommended.
- The installer should use appropriate instrumentation to ensure the maximum pull rating is not exceeded.
- Take the next piece of conduit and insert spigot end into belled end of first piece until the insertion line is no longer visible.
- Slide nylon locking strap into slot on the side of the bell. Push the strap in completely.
- Repeat with remaining sections as space allows.
- Conduit is now ready for installation.

4. PRECAST MANHOLES

4.1 General

All manholes shall be manufactured in a plant that is specially designed for precasting. Each shall conform to the design prepared by a Professional Engineer especially qualified in the discipline involved. All manufacturing operations shall be performed under controlled supervision.

Includes sheeting, installation, backfilling, compaction and building of access neck. Excavations may or may not need to be sheeted, but in most cases will require well-pointing under separate units.

4.2 Design Loading

Design loading shall include dead load, live load, impact loads due to water table, and any other loads that may be placed upon the structure.

Live loading shall be or H-20 and/or H-20-S16 per AASHTO Standard Specifications for Highway Bridges. Design wheel load shall be 16 kips. Live load shall be that loading which produces the maximum shear and bending moments in the structure.

4.3 Forming

All forms used in placing concrete shall be sufficient strength, design and bracing to maintain under pressure during the pouring and vibrating concrete.

4.4 Concrete

- a. **Aggregates.** All aggregates, fine and coarse, shall conform to the specifications outline by ASTM C-33. The aggregates shall be free of all deleterious substances that can cause reactivity with oxidized hydrogen sulfide. Both types of aggregates shall be graded to produce a homogeneous concrete mix. All materials shall be accurately weighed at a certified central batching facility prior to mixing.
- b. **Cement.** Cement shall be Portland Cement which conforms to ASTM C-150, Type 1. The cement shall be adequate to produce a minimum strength of 5,000 psi or such higher strengths as may be specified.
- c. **Placing.** All concrete shall be transferred from the mixer vehicle to the forms in a continuous fashion (as quickly as practicable) and without segregation of loss in ingredients until completion of each unit. All concrete shall be compacted by mechanical internal or external vibrating equipment. The duration of the vibration cycle shall be limited to the time necessary to produce a satisfactory consolidation without causing objectionable segregation.
- d. **Curing.** The concrete may be steam-cured after an initial set has taken place, provided that the technique used and limitation on temperatures, timing, etc., are in writing by the engineer responsible for the design; see Paragraph 1 preceding. The steam temperature and the rate of rise in temperature shall not exceed the limits approved by the Design Engineer (see Paragraph 1). The steamed cured unit shall not be removed from the forms until the Design Engineer (see paragraph 1 herein) has certified that the unit has adequate strength to resist the forces involved in handling without resulting in active or latent defects. After the stripping of the forms, further curing by means of water spraying of and conforms to ASTM C-309.

4.5 Steel Reinforcing

All reinforcing steel, including welding wire fabric, shall be of the size and in the location as established by the Design Engineer (see Paragraph 1 herein). All reinforcing shall be sufficiently tied to withstand any displacement during the pouring operation. All bars shall be intermediate or hard grade billet steel conforming to ASTM A-615 Grade 60, and ASTM A-515 Grade 40. All weld wire fabric shall

conform to ASTM A-185.

4.6 Site Preparation

It shall be the responsibility of the Contractor to supply an excavation large enough to accommodate the outside dimensions of the product as shown on the drawings. Prior to setting, the Contractor shall prepare a minimum of twelve (12) inches of #57 stone limerock base material suitable for receiving the product. The base material shall be compacted and leveled to the proper elevation to receive the product in relation to all entrances and grade elevation requirements.

4.7 Delivery

Delivery and setting of the products is the responsibility of the Contractor. Methods of handling and placement shall be as directed by the fabricator.

4.8 Installing Precast Sections

Precast concrete sections shall be level and with sections in true alignment. Joint surfaces between the sections shall be sealed with a pre-molded plastic joint sealer equal to "Ramnek" applied to the top of the bottom section according to the structure manufacturer's instructions.

5. MANHOLE ACCESS COVER GRADE ADJUSTMENT

5.1 General

For grade adjustment in setting a manhole access frame, brick masonry shall be used on top of the manhole or on top of a pre-cast concrete grade extension ring in accordance with the drawings.

5.2 Material

- a. Brick. The brick shall be clay or shale brick, sound, hard and uniform in shape and size meeting the requirements of ASTM Standard Specifications for Sewer Brick, Designation C-32, Grade MM.
- b. Mortar for Brickwork. The Mortar shall be composed of one (1) part Portland Cement (ASTM C150-71, Type I), and two (2) parts washed silica sand (ASTM Cc144-70). Lime shall not be used.
- c. Concrete. The concrete used in curb construction shall be as specified in the Project Documents.

- d. Grade Extension Ring. The standard grade extension ring has a 34 ¾-inch inside clear diameter, with a six-inch (6") flange and is six inches (6") high.
- e. Frames and Covers. Specifications for frames, grates and covers are as specified by the Owner.

5.3 Laying Brickwork

Only clean brick shall be used. All brick shall be saturated with water before being laid. Each brick shall be laid in a full bed and joint of mortar without requiring subsequent grouting, flushing, or filling and shall be thoroughly bonded.

5.4 Plastering and Curing Brick Masonry

Outside faces of brick masonry shall be plastered with mortar from one-quarter inch (1/4") to three-eighths inch (3/8") thick. If required, the masonry shall be properly moistened prior to application of the mortar. The plaster shall be carefully spread and troweled so that all cracks are thoroughly worked out. After hardening, the plaster shall be carefully checked, by being tapped, for bond and soundness. Unbonded or unsound plaster shall be removed and replaced. Brick masonry and plaster shall be protected from too rapid drying by the use of burlap kept moist, or by other approved means, and shall be protected from the weather and frost, all as required.

5.5 Setting Manhole Access Frames

Manhole access frames and covers shall be set to conform accurately to the finished ground or pavement surface as established by the drawings, unless otherwise directed by the Engineer.

Frames shall be set concentric with the masonry and in a full bed of mortar so that the space between the top of the manhole masonry and the bottom flanges of the frame shall be completely filled and made watertight. A ring of mortar at least one inch (1") thick and pitched to shed water away from the frame shall be placed around the outside of the top of the flange.

5.6 Traffic-Bearing Covers

Grade adjust of manholes subject to traffic shall be done according to City specifications. This requires that an 18-inch ring of 4,000 PSI concrete, a minimum of six inches (6") in thickness be poured around the frame. See Manhole Cover Adjustment Drawing.

6. PAVING - PAVEMENT REMOVAL AND REPLACEMENT

6.1 General

Pavement will be removed and replaced in accordance with the provisions of the City Standard Specifications for City of Jacksonville, Florida or with the Florida D.O.T. "Standard Specifications for Road and Bridge Construction", whichever may be applicable.

6.2 Removal

a. Pavement removal, as specified in the above, shall be as follows:

▪ Asphalt

Bituminous pavement shall be removed to clean straight line via saw cutting of edges. Where bituminous pavement adjoins a trench, the edge adjacent to the trench shall be trimmed in a neat straight line.

▪ Concrete

Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 1½ inches. If a saw cut in concrete pavement falls within three (3) feet of a construction joint, contraction joint, expansion joint or edge, the concrete shall be removed to the joint or edge.

- b. If the edges of the existing concrete pavement adjacent to trenches were damaged the pavement subsequent to saw cutting of the pavement shall again be saw cut in neat straight lines for the purpose of removing the damaged pavement areas. Such saw cuts shall be parallel to the original saw cuts or shall be cut on an angle which departs from the original saw cut not more than one (1) inch in each six (6) inches.

6.3 Asphalt Overlay

In the event that asphalt overlay is specified, such overlay shall be applied in accordance with Florida D.O.T. Standard Specifications for Road and Bridge Construction and City Public Works Department – Standard Paving Repair.

7. SIDEWALK AND CURBING

7.1.Sidewalk and Curbing Notes

- a. Concrete curb, gutter, sidewalk and driveway shall be removed to neatly sawed edges with saw cuts to a minimum depth of 1½ inches.
- b. Concrete sidewalks or driveways to be removed shall be neatly sawed in straight lines parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than thirty (30) inches in either length or

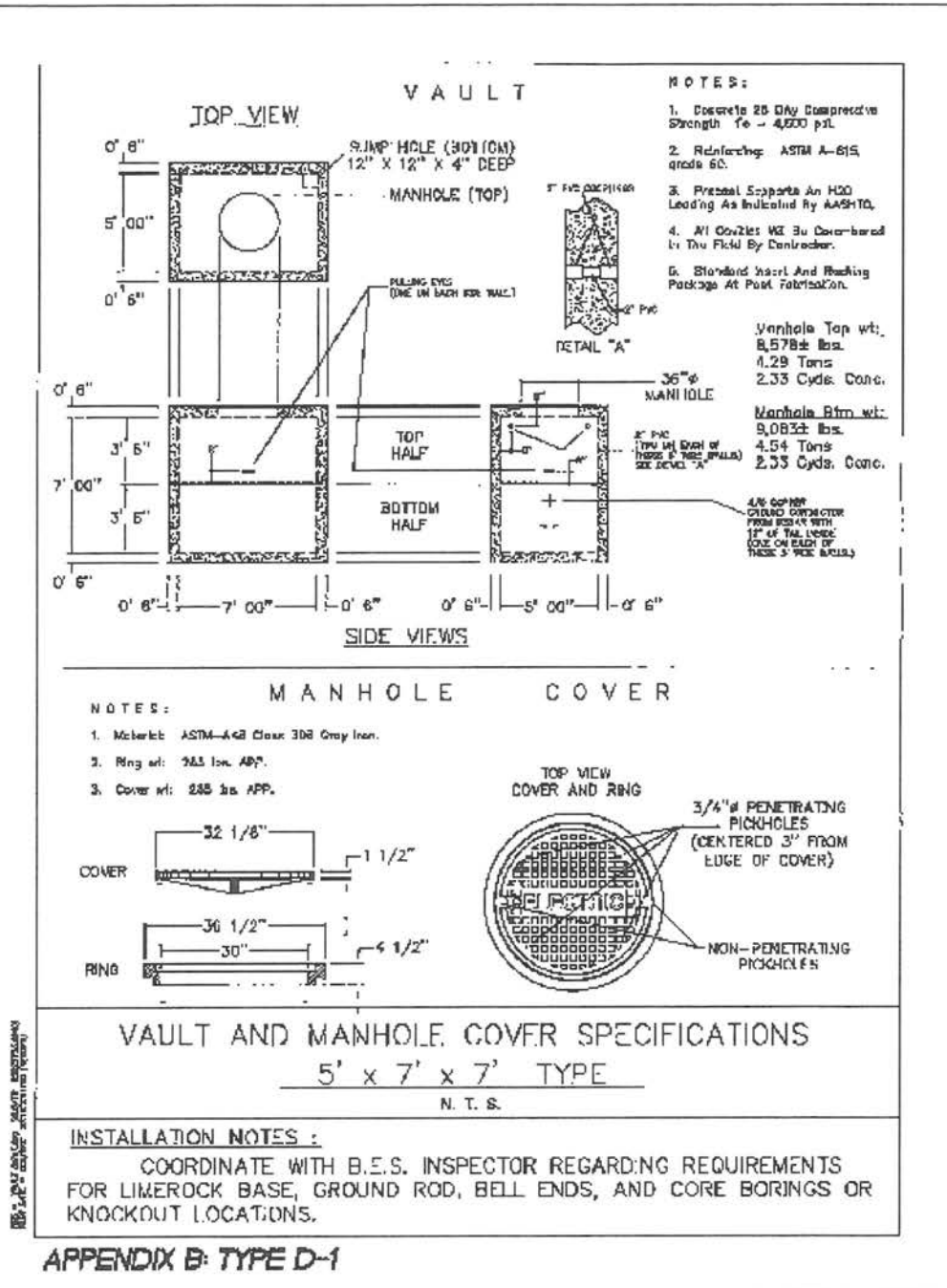
width.

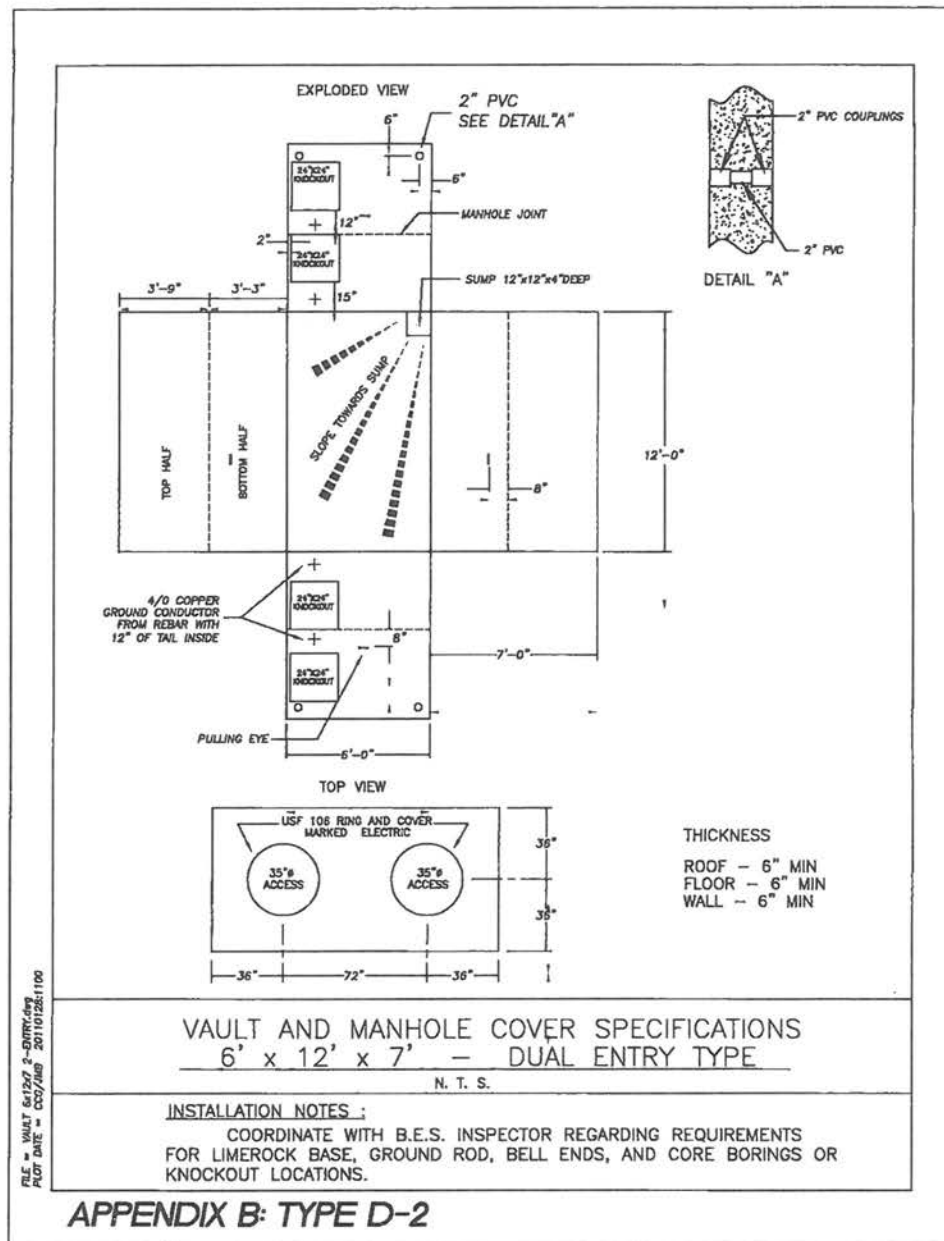
- c. If the saw cut in sidewalk or driveway would fall within thirty (30) inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge except that where the saw cut would fall within twelve (12) inches of a score mark, the saw cut shall be made in and along the score mark.
- d. Curb and gutter shall be sawed to a depth of 1½ inches on a neat line at right angles to the curb face.

7.2 Replacement

Sidewalks shall be replaced to the same pattern of construction joints, expansion joints, scores, etc., as existed in the sidewalk prior to removal.

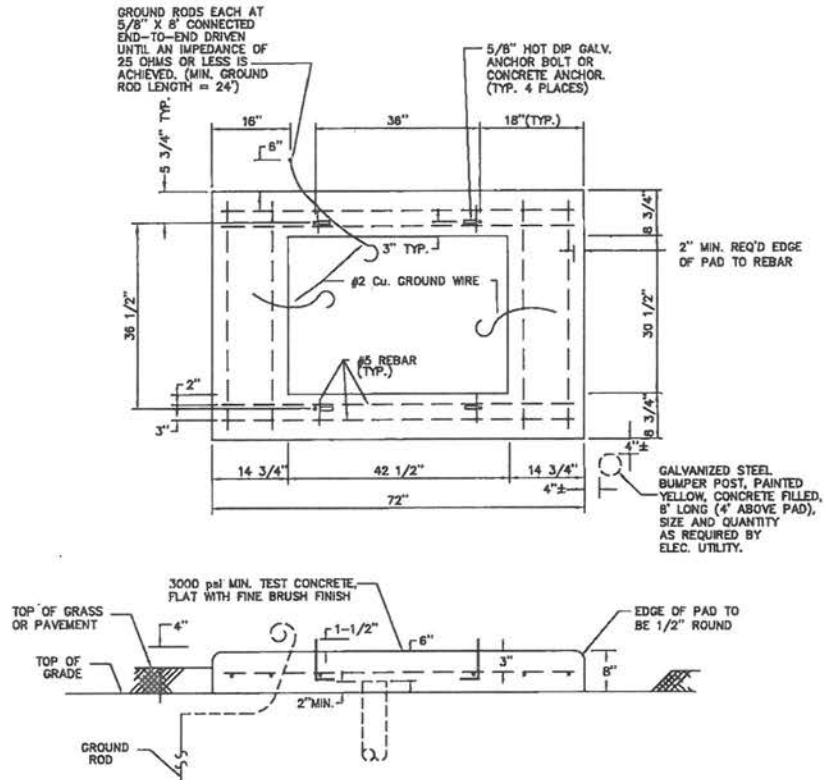
APPENDIX B: TECHNICAL DRAWINGS





**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

DRAWING NO. 2



SECTIONALIZING CABINET PAD DETAIL
N.T.S.

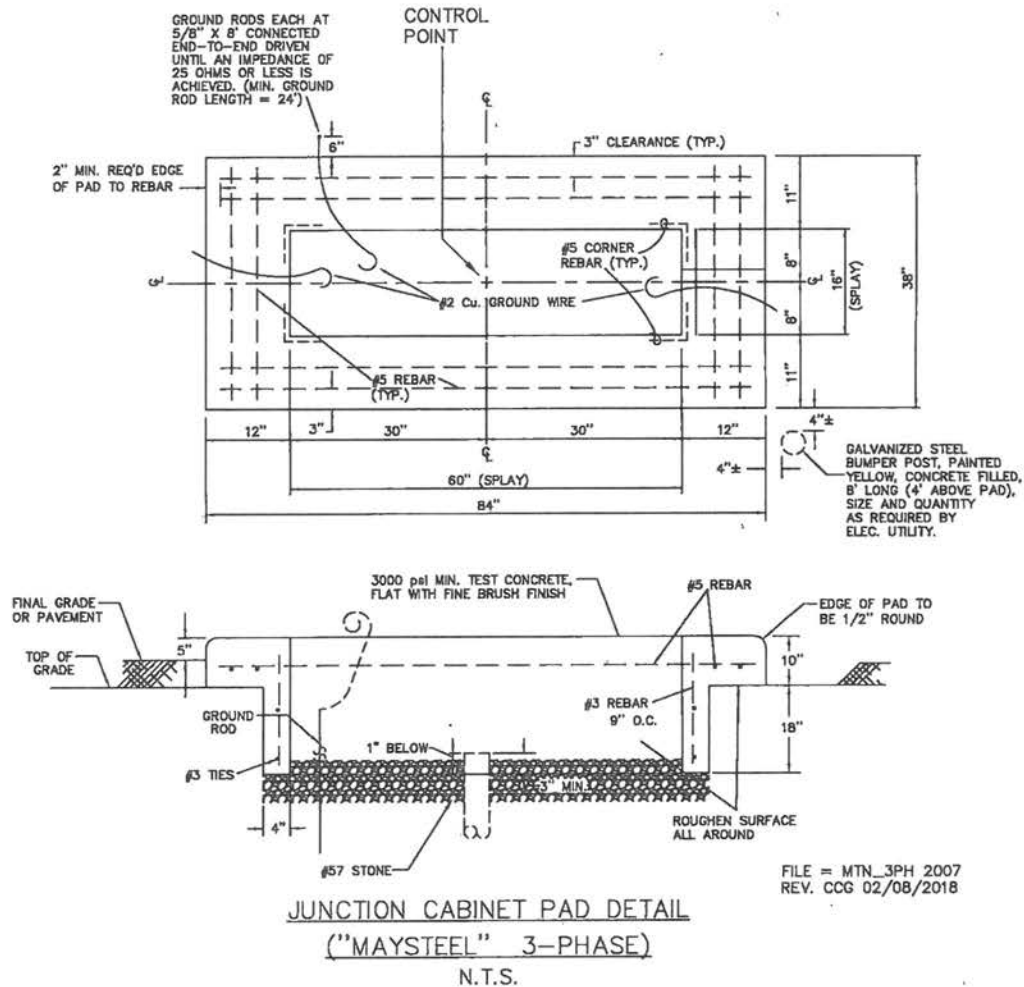
FILE = SECT-PAD
REV. AEG 05/13/2013

SECTIONALIZING CABINET PAD

APPENDIX B: SECTIONALIZING CABINET PAD

B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS

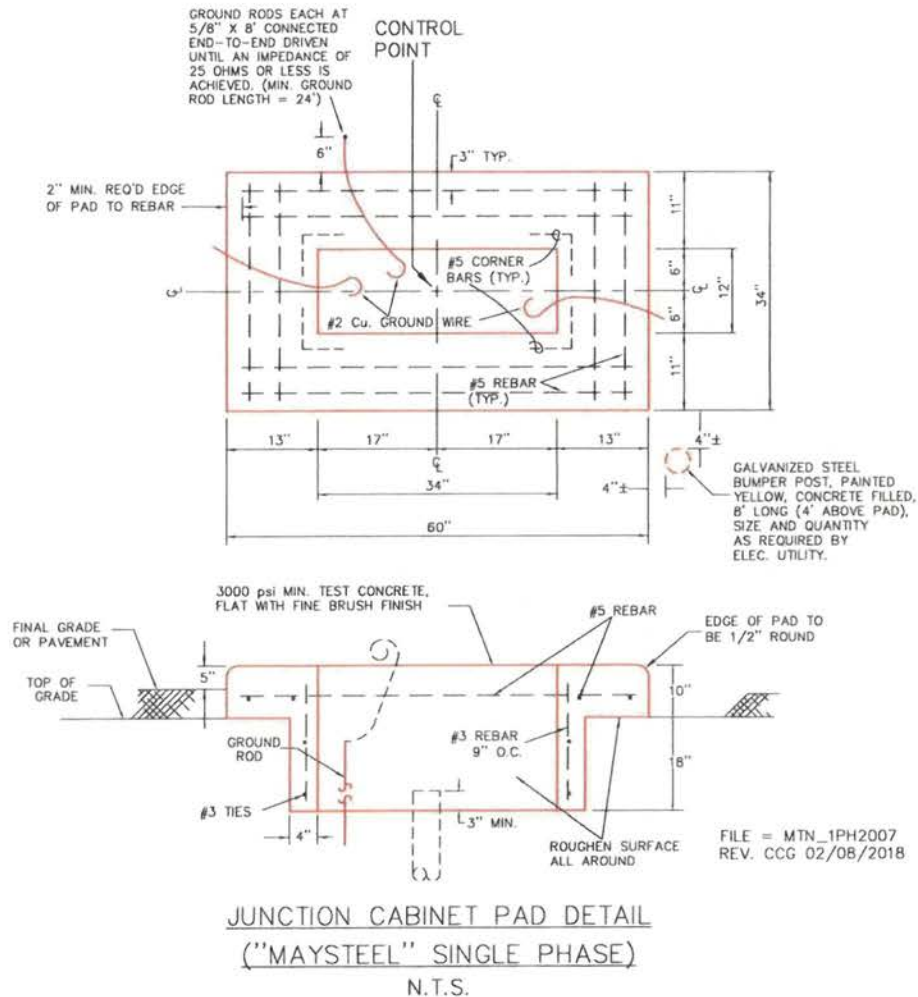
DRAWING NO. 3



APPENDIX B: THREE PHASE JUNCTION CABINET PAD

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

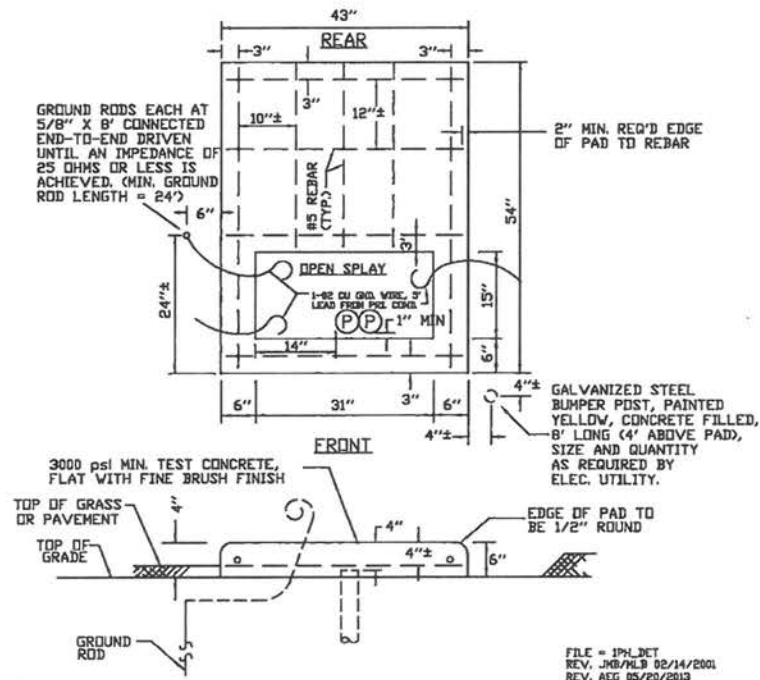
DRAWING NO. 4



APPENDIX B: SINGLE PHASE JUNCTION CABINET PAD

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

DRAWING NO. 5

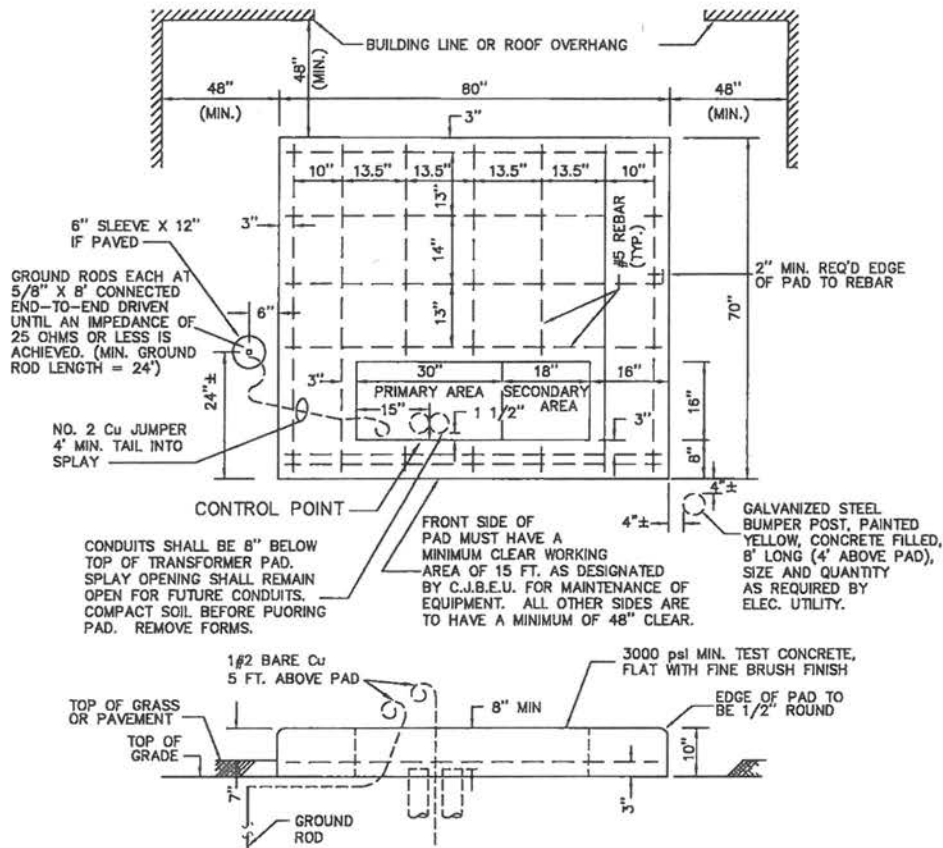


SINGLE PHASE TRANSFORMER PAD DETAIL

APPENDIX B: SINGLE PHASE TRANSFORMER PAD

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

DRAWING NO. 6



3 PHASE PADMOUNT TRANSFORMER PAD
(150, 300, 500, 750, 1000 KVA)

(file = 3ph_det)
JMB/MLB 02/14/2001
CCG 02/08/2018

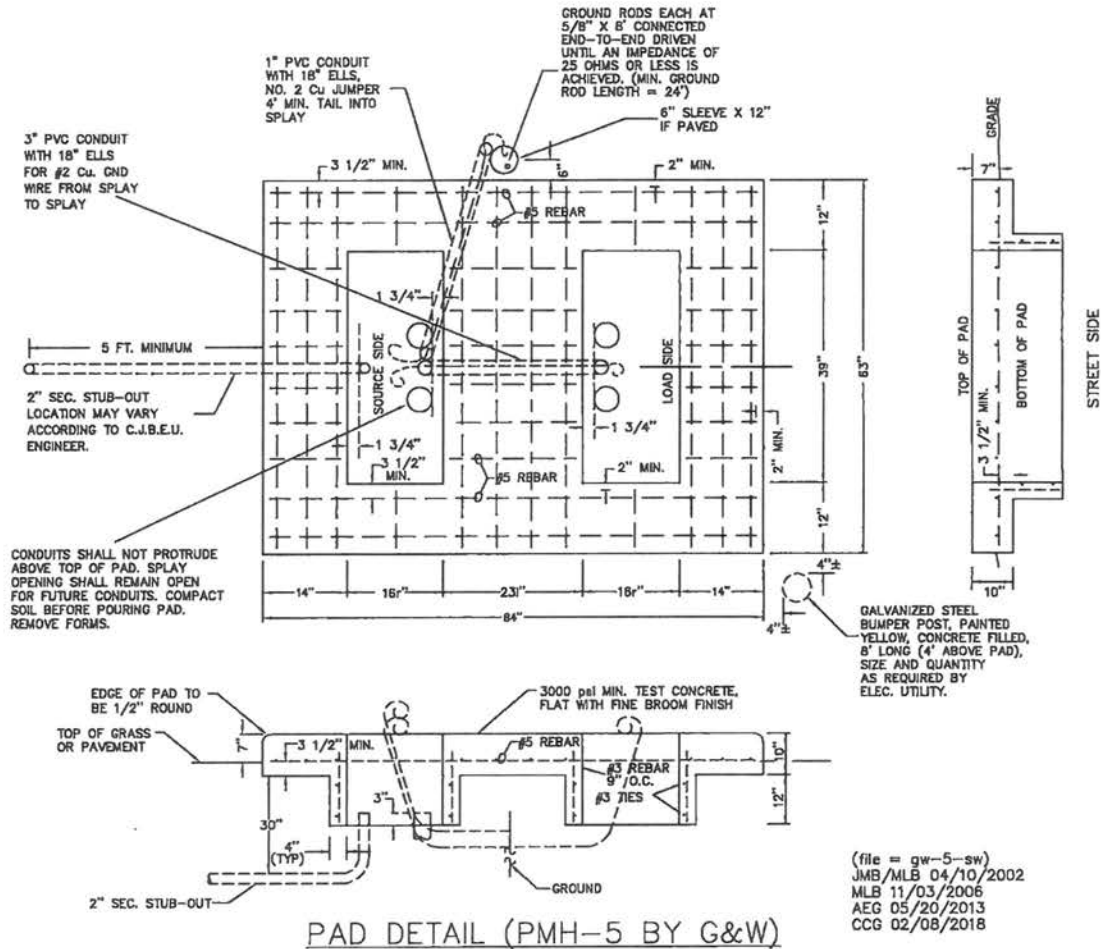
APPENDIX B: THREE PHASE TRANSFORMER PAD

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

DRAWING NO. 7



DRAWING NO. 8

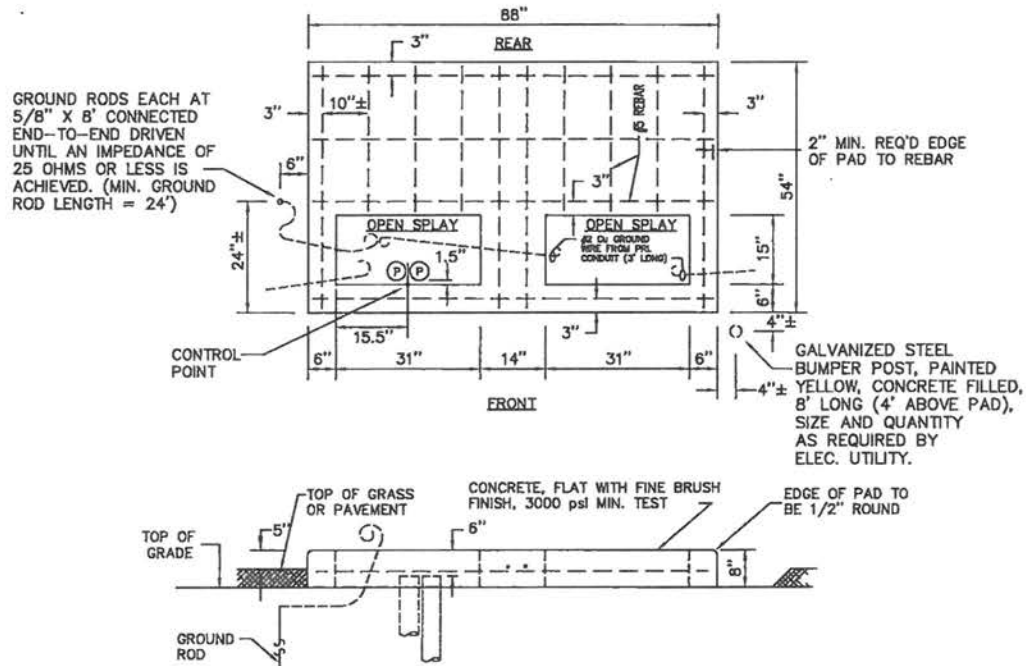


SMALL SWITCH PAD

APPENDIX B: SMALL SWITCH PAD

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

DRAWING NO. 9



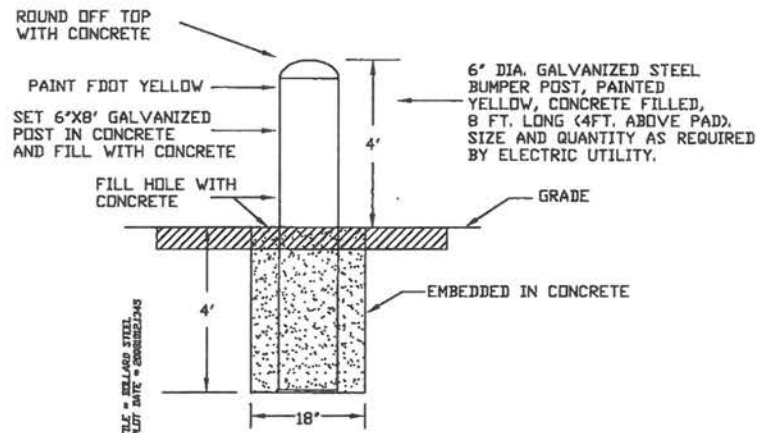
OPEN DELTA PAD DETAIL
(3 PHASE, 4W, Δ)

(File = Delt-Det)
REV. CCC 02/08/2016

APPENDIX B: OPEN DELTA PAD

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

DRAWING NO. 10



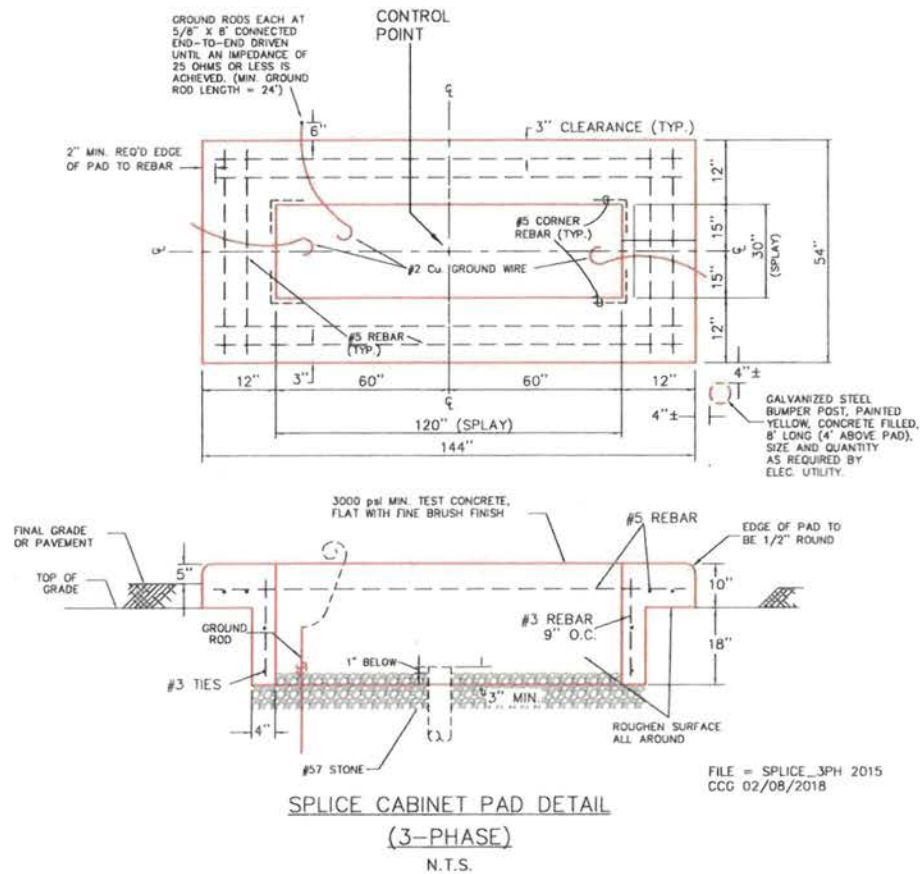
STEEL BUMPER POST DETAIL

N. T. S.

APPENDIX B: GALVANIZED STEEL BOLLARD (BUMPER POST)

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

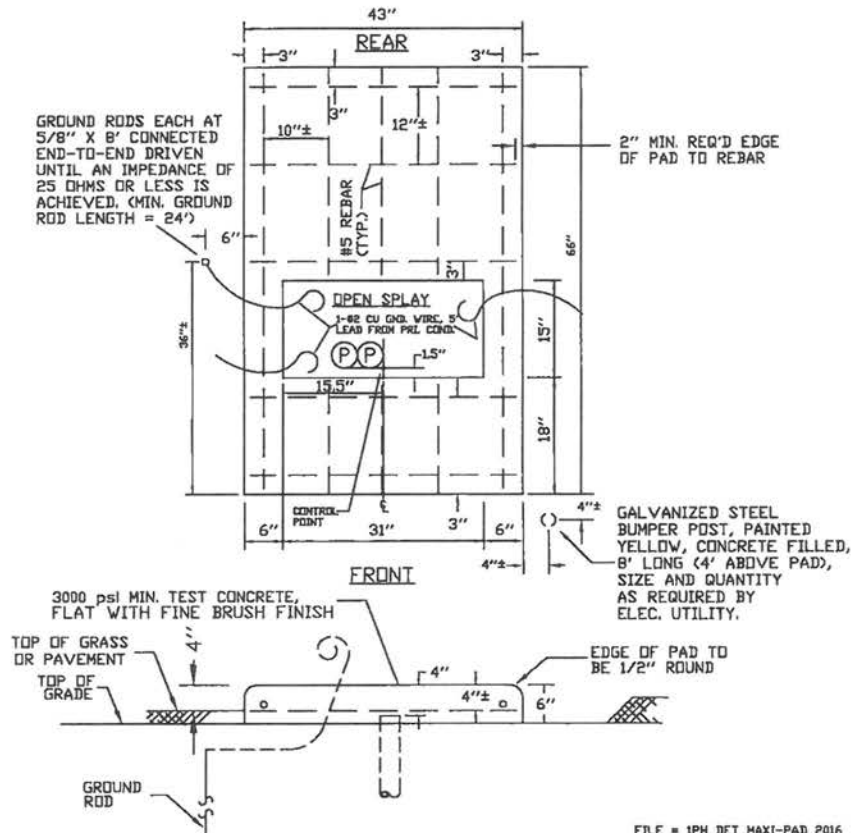
DRAWING NO. 11



APPENDIX B: THREE PHASE SPLICE CABINET PAD

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

DRAWING NO. 12



SINGLE PHASE TRANSFORMER MAXI-PAD DETAIL

APPENDIX B: SINGLE PHASE TRANSFORMER MAXII PAD

B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS

DRAWING NO. 13

BUILDING LINE OR ROOF OVERHANG
 48" (MIN.) 95" 48" (MIN.)
 13" 8" 6" 24" ± 15" 21" 16" 8" 4" ± 60"
 GROUND ROD 6" SLEEVE X 12" IF PAVED
 LIFTING INSERTS-(4)
 GROUND RODS EACH AT 5/8" X 8' CONNECTED END-TO-END DRIVEN UNTIL AN IMPEDANCE OF 25 OHMS OR LESS IS ACHIEVED. (MIN. GROUND ROD LENGTH = 24')
 NO. 2 Cu JUMPER 4' MIN. TAIL INTO SPLAY
 PRIMARY AREA 33" 21" 18" 1 1/2" AREA
 CONTROL POINT
 CONDUITS SHALL BE 8" BELOW TOP OF TRANSFORMER PAD. SPLAY OPENING SHALL REMAIN OPEN FOR FUTURE CONDUITS. COMPACT SOIL BEFORE POURING PAD. REMOVE FORMS.
 FRONT SIDE OF PAD MUST HAVE A MINIMUM CLEAR WORKING AREA OF 15 FT. AS DESIGNATED BY C.A.B.E.U. FOR MAINTENANCE OF EQUIPMENT. ALL OTHER SIDES ARE TO HAVE A MINIMUM OF 48" CLEAR.
 GALVANIZED STEEL BUMPER POST, PAINTED YELLOW, CONCRETE FILLED, 8' LONG (4' ABOVE PAD), SIZE AND QUANTITY AS REQUIRED BY ELEC. UTILITY.
 3000 psi MIN. TEST CONCRETE, FLAT WITH FINE BRUSH FINISH
 8" MIN
 TOP OF GRASS OR PAVEMENT
 TOP OF GRADE
 GROUND ROD
 EDGE OF PAD TO BE 1/2" ROUND

(1500-3750 KVA)

(file = 3ph_det 1500-3750)
SL/CCG 03/13/2017
CCG 10/04/2017

**B.E.S. REQUIRES ALL CONTRACTORS TO USE
NPCA CERTIFIED CONCRETE PADS**

Page 89 of 89

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Joel Taylor, Chief Information Officer
DATE:	August 4, 2025
SUBJECT:	Document Management System Upgrade

BACKGROUND

OptiSpool is an all-in-one software solution designed to simplify the management and archiving of reports in business settings. It allows users to securely store, retrieve, and organize internally generated documents, such as spool files, ensuring quick access and strong document control. This product has been in use with the City since 2003 and reached end-of-life in 2019. Upland Software no longer supports Optispool, replacing it with Objectif Lune (OL) from Upland Software.

Departments currently using the outdated Optispool Product

- Finance
- Human Resources
- Beaches Energy

Many reports generated by the Optispool system are part of our larger State-mandated document retention requirements.

The vendor is providing 14 days of professional services to help the City transition to the new Objectif Lune platform.

FINANCIAL IMPACT

The total cost of the project, including licensing for 3 years, is \$55,920.00. Funding is available in the General Fund, unanticipated reserve, and the budget in account 315-00-0000-519-64-564000 at year's end.

REQUESTED ACTION

1. Approve/Disapprove the purchase of a Document Management and Reporting System Upgrade from Upland Software, Inc., and declare Upland Software, Inc., a Sole Source Provider for future purchases;
2. Delegate the City Manager as the authorized representative to sign Upland Software, Inc., Quote No. Q-317487 and Statement of Work.

ATTACHMENTS

1. Upland Software Inc., Quote No. Q-317487
2. Upland Software, Inc., Statement of Work/Bank of Hours (OptiSpool replacement & Web interface)
3. Upland Software, Inc., Sole Source Letter
4. Upland Software Inc., Executed MSA

Upland Software, Inc.
900 South Capital of Texas Highway
Las Cimas IV, Suite 300
Austin, Texas 78746
United States
Phone:1-888-355-7118
www.uplandsoftware.com

Quote Number: Q-317487
Quote Prepared Date: 07-07-2025
(DD-MM-YYYY)
Quote Expiration Date: 30-09-2025
(DD-MM-YYYY)
Proposed By: Kelly Refshauge
Email: krefshauge@uplandsoftware.com
Phone:

Customer and Billing Details

Customer: City of Jacksonville Beach
Ship To
City of Jacksonville Beach

Bill To
City of Jacksonville Beach

Property & Procurement Div. 1460-A
Shetter Ave.
Jacksonville Beach,
FL
32250
United States

Property & Procurement Div. 1460-A
Shetter Ave.
Jacksonville Beach,
FL
32250
United States

Primary Contact: Bill Rieger
Primary Phone: (904) 247-6268
Billing Currency: USD

Payment Details

Product Billing Frequency: One-Time
Start Date: 01-10-2025
(DD-MM-YYYY)
Professional Services Billing Frequency: As rendered

Payment Terms: Net 45
End Date: 30-09-2028
(DD-MM-YYYY)
Due Date: 30-09-2025
(DD-MM-YYYY)

License and Product Details

Description	Part Number	Quantity Unit of Measure	List Price	Net Unit Price	Term (Months)	Extended Price For Full Term
OL Connect - Professional - Perpetual License	OL-CPRO	1 Each	\$ 15,000.00	\$ 15,000.00	36.00	\$ 15,000.00
OL Connect - Professional - OL Care at POP	OL-CPRO-CARE-POP	1 Unit per Year	\$ 3,000.00	\$ 3,000.00	36.00	\$ 9,000.00
Subtotal						\$ 24,000.00

Professional Services Details

Description	Part Number	Billing Frequency	Quantity Unit of Measure	List Price	Net Unit Price	Extended Price For Full Term
OL Professional Services T&M Daily	OL-SVCS-DAY	As rendered	14 Days	\$ 2,280.00	\$ 2,280.00	\$ 31,920.00
Subtotal						\$ 31,920.00

Quote Total Amount

Total:	USD 55,920.00
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Upland Software, Inc.
900 South Capital of Texas Highway
Las Cimas IV, Suite 300
Austin, Texas 78746
United States
Phone: 1-888-355-7118
www.uplandsoftware.com

Quote Number:	Q-317487
Quote Prepared Date:	07-07-2025 (DD-MM-YYYY)
Quote Expiration Date:	30-09-2025 (DD-MM-YYYY)
Proposed By:	Kelly Refshauge
Email:	krefshauge@uplandsoftware.com
Phone:	

Terms & Conditions

- 1. For Customers.** By Customer (as identified, above) providing a purchase order referencing this sales order or quote ("Sales Order"), or by the parties mutual execution of this Sales Order, Upland and Customer are entering into this Sales Order as governed by the terms of, as applicable, the End User License Agreement ("EULA") and the OL Care Agreement (each, an "Agreement") in effect between the parties as of the date this Sales Order is agreed. All fees hereunder shall be invoiced in advance and are due and payable in accordance with the Payment Terms set forth above. Customer agrees to pay all fees as provided herein. Prices quoted are exclusive of any applicable taxes. Except as otherwise provided in the Agreement, Customer acknowledges and agrees that: (i) fees due hereunder are non-cancellable and non-refundable; and (ii) fees for renewal periods shall be invoiced in advance and are due on or before the start date of such renewal period. Capitalized terms not defined in this Sales Order have the meaning ascribed to them elsewhere in the applicable Agreement.
- 2. For Resellers.** By Reseller providing a purchase order referencing this Sales Order, or by the parties mutual execution of this Sales Order, Upland and the Reseller are entering into this Sales Order as governed by the terms of the Reseller Agreement in effect between the parties as of the date this Sales Order is agreed. All fees hereunder shall be invoiced in advance and are due and payable in accordance with the Payment Terms set forth above. Reseller agrees to pay all fees as provided herein. Except as otherwise provided in the Reseller Agreement, Reseller acknowledges and agrees that: (i) fees due hereunder are non-cancellable and non-refundable; and (ii) fees for renewal periods shall be invoiced in advance and are due on or before the start date of such renewal period. Capitalized terms not defined in this Sales Order have the meaning ascribed to them elsewhere in the Reseller Agreement.
- 3. Professional Services.** A description of professional services to be provided by Upland may be set forth in a supplement "Scope of Work" (or such similarly titled document), the details and terms of which are incorporated herein by this reference. Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of: (i) the date the Professional Services are delivered (on a pro-rata, ongoing basis); or (ii) one year from the date of the applicable invoice. Any Professional Services purchased but not yet delivered as of the End Date set forth above shall be deemed to have expired effective as of the End Date. If no End Date is set forth, then such Professional Services shall expire one year after the signature date of this Sales Order Form. Additional specifics governing expiration may be outlined in the accompanying Statement of Work, if available. In the event of any conflict between the terms of this Sales Order Form and any accompanying Statement of Work, the terms of the Statement of Work shall control and prevail, and the terms of this Sales Order shall be of no effect.
- 4. Entire Agreement.** This Sales Order, together with its governing Agreement, constitutes the entire agreement between the parties relating to the products and services detailed, above, and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the provision and use of the Services. Any additional, supplementary or conflicting terms supplied by Customer or Reseller (e.g., those contained on or within any invoice, purchase order, or standard terms of purchase, etc.) are specifically and expressly rejected by Upland, and shall be of no effect.

Upland Software, Inc.
900 South Capital of Texas Highway
Las Cimas IV, Suite 300
Austin, Texas 78746
United States
Phone:1-888-355-7118
www.uplandsoftware.com

Quote Number: Q-317487
Quote Prepared Date: 07-07-2025
(DD-MM-YYYY)
Quote Expiration Date: 30-09-2025
(DD-MM-YYYY)
Proposed By: Kelly Refshauge
Email: krefshauge@uplandsoftware.com
Phone:

Customer Signature

By signing this Service Order, you represent and warrant that you have the authority to bind Customer to this Agreement.

Name (Print):

Signature:

Title:

Date:

Is a Purchase Order required for the purchase or payment of the items on this Sales Order? Please complete the following:

PO Required:

Yes

No

PO Number:

(If it's not yet available, please type "To Follow")

PO Amount:

Upland Software Signature

Name (Print):

Signature:

Title:

Date:

THANK YOU FOR YOUR BUSINESS!

BANK OF TIME

City of Jacksonville Beach

Project ID: JACKBE250311

OptiSpool replacement &
Web interface for approval



Table of contents

1. CONTACTS.....	2
2. DESCRIPTION	2
3. BANK OF TIME NOTES	2
4. DELIVERABLES	3
5. FEES	5
6. ACCEPTANCE	6

1. CONTACTS

Upland/Objectif Lune	City of Jacksonville Beach
Analyst	Technical
Name: Marty Jacques	Name:
Email: mjacques@uplandsoftware.com	Email:
Tel.: 514-875-5863 x1601	Tel.:
Sales Representative	Project Manager
Name: Pascal Dufour / Kelly Refshauge	Name: Allan Keelen
Email: pdufour@uplandsoftware.com krefshauge@uplandsoftware.com	Email: akeelen@jaxbchfl.net
Tel.: 514-875-5863 x6123 402-858-9710	Tel.:

2. DESCRIPTION

This Bank of Time (BOT) will be primarily used to develop, configure, implement, and test the solution described below. The assigned Project Manager will receive status Emails on a weekly / biweekly basis (to be defined) until all requirements have been delivered.

Solution Overview

The customer is looking for a solution that will replace their existing OptiSpool application. As an option, they would also like the ability to view and approve/reject documents before they are archived.

Workflow Overview

The following describes the work to be performed:

- Inform the customer that they need to change their AS-400 queue configuration to send jobs to the IP address of the Connect Workflow server. This cannot not be done by Upland.
- Connect Workflow formats the print job using the "Report" Connect Template and saves it in a temporary location, in PDF format.
- Option 1: The PDF is immediately sent to FileBound for archiving.
- Option 2: The user views the list of submitted documents using a Web interface. Then, chooses to approve or reject the document. If the document is approved, it is sent to FileBound for archiving. If it is rejected, it is deleted.

3. BANK OF TIME NOTES

1. A Bank of Time can be used, at the discretion of the Customer, for OL Professional Services to perform any OL Connect related services.
2. All services and activities including, but not limited to, analysis, project management, planning, meetings/calls, design, development, configuration, implementation, training, and internal and end-to-end testing provided by OL will be charged. OL will provide a monthly report of the hours consumed.
3. If the accumulated hours for Professional Services for the tasks requested by the Customer exceed the number of hours specified in this Bank of Time, the Customer/Reseller will be required to purchase additional hours to continue.

4. There are no set pre-defined deliverables included in this agreement. All deliverables are provided at the direction of the Customer/Reseller. As such, OL makes no guarantee that the number of hours recommended or purchased by the customer will be sufficient to cover results expected by the End-User.
5. Any estimate or recommendation provided by Objectif Lune are based on the information available at the time this agreement was prepared and on Objectif Lune's experience and knowledge regarding the work required to complete a specific task or project.
6. To make the most effective use of these services, the end-user should endeavor to correctly and concisely identify the specific task requirements and provide all related resources and information in a timely manner.
7. Remote Professional Services will be delivered via one or more of: Phone calls, Emails, Microsoft Teams, Team Viewer, GotoAssist (or other live web conferencing or remote support session).
8. The Bank of Time must be used within twelve months of receipt of order. The hours that remain unused at the end of the twelve-month term shall expire and be retained by Upland/Objectif Lune.

4. DELIVERABLES

The deliverables for this project are the following remote professional services:

- Project analysis.
- Connect Data Mapping and Template design of the "Report".
- Optional: Connect Data Mapping and Web Template design of the "Approval Web Interface".
- Connect Workflow configuration.
- Internal tests and QA.
- Project Management.
- Remote software installation, project implementation and tests.
- Solution knowledge exchange and basic documentation.

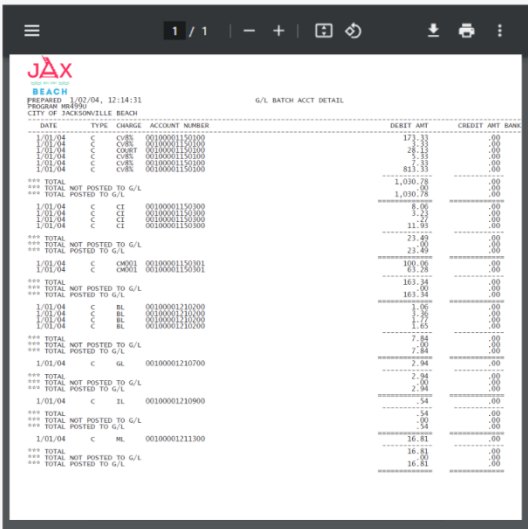
The following image shows a mock-up of the optional proposed Approval Web interface:

Documents waiting for approval
GM171W1_2024
GM259L_2024
GM339L_2024
MR420L_2024
MR499U_2024

Document info
Type:
POSITIVE PAY DATA

Prepared:
01/18/2024, 10:13:36

Title:
BOA-Accounts Payable Cle

Document preview


Doc navigation
Prev 7 Next

Approve

Reject

Refer to the following Web page to see the recommended requirements for installing the software:

https://help.uplandsoftware.com/objectiflune/en/olconnect/2024.2/Installation/System_Requirements.html

Important Note: Multi-user environments like Terminal Services, Citrix or VMWare Horizon are not supported.

5. FEES

- Applicable taxes are not included in the estimated cost.
- For professional services worked outside normal business hours (at the client's request), 1.5 hours will be deducted for each hour worked.

Without the Approval Web interface

ITEMS	QTY in days	PRICE
Consultancy days – OptiSpool replacement	10	
TOTAL	10	

With the Approval Web interface

ITEMS	QTY in days	PRICE
Consultancy days – OptiSpool replacement	10	
Consultancy days – Approval Web interface	4	
TOTAL	14	

6. ACCEPTANCE

By signing this document, the below mentioned parties agree that the Bank of Time is subject to the terms and conditions stated in its pages.

End-User**Name**

Authorized signature

Name in capital letters

Date

Title

Upland/Objectif Lune**Name**

Authorized signature

Name in capital letters

Date

Title



900 South Capital of Texas Highway
Las Cimas IV, Suite 300
Austin, Texas 78746

833-UPLAND-1

Nasdaq: **UPLD**
uplandsoftware.com

July 21, 2025

Dear City of Jacksonville Beach,

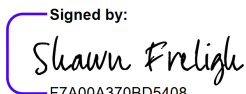
Re: Sole Source Provider for Objectif Lune document composition and automation solutions

To Whom It May Concern: This letter is to confirm that the Objectif Lune System is a sole source product developed, sold, and distributed exclusively by Upland Software, Inc.

Upland Software, Inc. owns or has the rights to the copyrights and intellectual property of this product, and is the sole source of development, sales, marketing, maintenance, training and support for the Objectif Lune System.

If you have any questions or need additional information about the Objectif Lune solution, please feel free to contact me.

Sincerely,

Signed by:

F7A00A370BD5408...

Shawn Freligh
sfreligh@uplandsoftware.com
SVP & General Manager



MASTER SERVICES AGREEMENT
UPLAND SOFTWARE

Approved as to form and legal sufficiency:

[Signature]
City Attorney

This Master Services Agreement, including each Schedule or attachment hereto (collectively, the "MSA"), is effective as of July 10, 2024 (the "Effective Date"), between the City of Jacksonville Beach, a Florida municipal corporation located in Jacksonville Beach, Florida ("Customer") and Upland Software, Inc, for itself, and its Affiliates ("Upland").

This MSA sets forth the general terms and conditions applicable to the Applications and Services provided by Upland to Customer. The details of Customer's purchase of specific Applications and/or Services shall be set forth in a Sales Order, and upon execution by the parties, each such Sales Order shall be made subject to this MSA (each Sales Order together with this MSA, an "Agreement"). Therefore, for good and valuable consideration, the receipt and sufficiency of which they each acknowledge, Upland and Customer agree to be bound by the terms and conditions of this MSA.

Executed and agreed to as of the Effective Date set forth above:

ON BEHALF OF UPLAND:

DocuSigned by:

By:

[Signature: Brent Poppe]

A67623CE6862472...

Print Name: Brent Poppe

Title: VP Service CLA

ON BEHALF OF the City of Jacksonville Beach:

By:

[Signature: Christine Hoffman]

Print Name: Christine Hoffman

Title: Mayor

By:

[Signature: Michael Stappopoulos]

Print Name: Michael Stappopoulos

Title: City Manager

ATTEST:

By:

[Signature: Sheri Gosselin]

Print Name: Sheri Gosselin

Title: City Clerk

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. "Affiliate" means any person or entity that controls, is controlled by, or is under common control with a party to this MSA. The term "control" as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidences of ownership of an entity. Where identified in a Sales Order made subject to this MSA, Upland's "Affiliates" shall mean: (1) Upland Software Inc. (*Logiciels Upland*), a corporation registered in Canada, (2) Upland Software UK Limited, a limited company registered in the United Kingdom, and (3) any other wholly-owned subsidiary of Upland Software, Inc., a Delaware corporation. Additional terms regarding each party's Affiliates are detailed in Section 13.2 (*Affiliates*), below.

1.2. "Agreement Term" has the meaning set forth in Section 5.1, below.

1.3. "Application" means any software program, platform, solution suite supplied by Upland and identified in the applicable Sales Order. Where so indicated in the applicable Schedule, "Application" includes Upland Content and other information, technology, methods, processes, specifications, solutions, utilities, graphics and data made available by Upland to Customer on a per-User basis pursuant to the Agreement.

1.4. "Customer Data" means the data, information or other content, in any form, that is loaded into an Application by or on behalf of Customer, its Affiliates and/or any Users (or generated by the Application based on such information, data or content) for storage in Customer's Instance. For the avoidance of doubt, Customer Data includes, without limitation, the following: (a) all data that is the output of Processing; (b) any copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, or otherwise derived from any Customer Data; (c) any Personal Data forming part of the Customer Data; and (d) any Customer Data generated or supplied by Customer's subscribers, customers, or partners.

1.5. "Documentation" means documentation provided by Upland which describes the principles of the operation or functionality of the applicable Application, including, but not limited to, any such files that are embedded within such Application (e.g., help files).

1.6. "Enhanced Support Services" has the meaning set forth in the applicable Schedule.

1.7. "Entitlements" means the license or usage metrics and other restrictions or scope limitations applicable to Customer's rights to any Application or Services, as detailed in this MSA and the applicable Sales Order (e.g., numbers of Users, volume of messages, the Subscription Term, etc.).



MASTER SERVICES AGREEMENT
UPLAND SOFTWARE

This Master Services Agreement, including each Schedule or attachment hereto (collectively, the “**MSA**”), is effective as of **[EFFECTIVE DATE]** (the “**Effective Date**”), between **[INSTITUTION NAME]**, a public institution of higher education, with its principal campus located in **[INSTITUTION LOCATION]** (“**Customer**”) and Upland Software, Inc, for itself, and its Affiliates (“**Upland**”).

This MSA sets forth the general terms and conditions applicable to the Applications and Services provided by Upland to Customer. The details of Customer’s purchase of specific Applications and/or Services shall be set forth in a Sales Order, and upon execution by the parties, each such Sales Order shall be made subject to this MSA (each Sales Order together this MSA, an “**Agreement**”). Therefore, for good and valuable consideration, the receipt and sufficiency of which they each acknowledge, Upland and Customer agree to be bound by the terms and conditions of this MSA.

Executed and agreed to as of the Effective Date set forth above:

ON BEHALF OF UPLAND:

By:

Print Name:

Title:

ON BEHALF OF [INSTITUTION NAME]:

By:

Print Name:

Title:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “**Affiliate**” means any person or entity that controls, is controlled by, or is under common control with a party to this MSA. The term “control” as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidences of ownership of an entity. Where identified in a Sales Order made subject to this MSA, Upland’s “Affiliates” shall mean: (1) Upland Software Inc. (*Logiciels Upland*), a corporation registered in Canada, (2) Upland Software UK Limited, a limited company registered in the United Kingdom, and (3) any other wholly-owned subsidiary of Upland Software, Inc., a Delaware corporation. Additional terms regarding each party’s Affiliates are detailed in Section 13.2 (*Affiliates*), below.

1.2. “**Agreement Term**” has the meaning set forth in Section 5.1, below.

1.3. “**Application**” means any software program, platform, solution suite supplied by Upland and identified in the applicable Sales Order. Where so indicated in the applicable Schedule, “Application” includes Upland Content and other information, technology, methods, processes, specifications, solutions, utilities, graphics and data made available by Upland to Customer on a per-User basis pursuant to the Agreement.

1.4. “**Customer Data**” means the data, information or other content, in any form, that is loaded into an Application by or on behalf of Customer, its Affiliates and/or any Users (or generated by the Application based on such information, data or content) for storage in Customer’s Instance. For the avoidance of doubt, Customer Data includes, without limitation, the following: (a) all data that is the output of Processing; (b) any copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, or otherwise derived from any Customer Data; (c) any Personal Data forming

part of the Customer Data; and (d) any Customer Data generated or supplied by Customer’s subscribers, customers, or partners.

1.5. “**Documentation**” means documentation provided by Upland which describes the principles of the operation or functionality of the applicable Application, including, but not limited to, any such files that are embedded within such Application (*e.g.*, help files).

1.6. “**Enhanced Support Services**” has the meaning set forth in the applicable Schedule.

1.7. “**Entitlements**” means the license or usage metrics and other restrictions or scope limitations applicable to Customer’s rights to any Application or Services, as detailed in this MSA and the applicable Sales Order (*e.g.*, numbers of Users, volume of messages, the Subscription Term, *etc.*).

1.8. “**Intellectual Property Rights**” means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

1.9. “**Instance**” means any database provided by Upland in connection with the Services for Customer to store and manage the Customer Data.

1.10. “**Personal Data**” means any information relating to an identified or identifiable natural person.

1.11. “**Process**” or “**Processing**” means any operation or set of operations which is performed on Customer Data or on sets of Customer Data, whether or not by automated means, such as

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collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.12. **“Professional Services”** means support services provided by Upland, or its agents, including, but not limited to, software implementation, training, configuration, data migration, consulting and professional services performed by or on behalf of Upland for Customer subject to the terms this MSA and as detailed in a Sales Order.

1.13. **“Sales Order”** means any mutually agreed, written sales order, statement of work or similar document referencing and made subject to this MSA, executed on behalf of Upland and Customer, including its exhibits and addenda, detailing the Services, fees, and any special terms for using the Services that Customer has ordered. Each Sales Order becomes effective when executed by both Upland and Customer and is made part of this MSA as detailed in the preamble, above.

1.14. **“Schedule”** means the document attached hereto and identified as a “Schedule” which supplements this MSA and sets forth additional terms and conditions specific to the particular Application(s) or other Services to be provided by Upland. Such additional terms and conditions are incorporated into this MSA as if such terms were fully set forth herein.

1.15. **“Services”** means Upland’s provision of any Application, Subscription Services, Support Services and/or Professional Services, collectively.

1.16. **“Statement of Work”** or **“SOW”** means a Sales Order for purchases of Professional Services, as may be executed by the parties in writing from time to time.

1.17. **“Subscription Fees”** means any fees relating to Subscription Services (including fees for exceeding the Entitlements).

1.18. **“Subscription Services”** means the Services offerings to which Customer subscribes during a Subscription Term, otherwise subject to the Entitlements.

1.19. **“Subscription Term”** means the period of time in which Customer has the right to use or receive Subscription Services as detailed in the applicable Sales Order.

1.20. **“Support Services”** means availability, ongoing maintenance and technical support services provided by Upland for the applicable Application or Service in accordance with the maintenance and support terms detailed in the applicable Schedule.

1.21. **“Users”** means individuals authorized by Customer to use the applicable Application or Services subject to the Entitlements and who have been supplied Upland-issued user identifications and passwords by Customer. “Users” may include, but is not limited to, Customer’s, and any Customer’s Affiliate’s, employees, consultants, contractors and agents.

1.22. **“Virus”** means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, corrupt, destroy, interfere with or otherwise adversely affect computer programs, data files or hardware without the consent or intent of the computer user. This definition includes, without limitation, self-propagating programming instructions commonly called viruses, trojans or worms. This definition expressly excludes code contained within any Application which: (i) is authored by Upland; and (ii) functions to deactivate a User’s ability to access and/or use the Application

upon the expiration, suspension or termination of a Subscription Term.

2. OWNERSHIP

2.1. **The Services**. Except for the rights and licenses provided hereunder, as between Upland and Customer, Upland and its licensors retain all right, title, and interest to: (i) all software, products, works, and other intellectual property created, used, or provided by Upland for the purposes of the Agreement, including, but not limited to, each Application, the Services and all Documentation; and (ii) all modifications, adaptations and derivatives of, and improvements to, each Application, the Services and all Documentation. Customer shall and hereby makes all assignments necessary to provide Upland such ownership rights. Customer’s sole right to the Services is as set forth in the Agreement.

2.2. **Customer Data**. All rights, title and interest in and to Customer Data are and shall remain the property of Customer. Customer understands that certain of Upland’s Applications will not function absent Customer Data, and as such, Customer shall provide Upland, in the form and format and on the schedule specified by Upland, Customer Data and other information reasonably required for Upland’s performance of its obligations under the Agreement. Subject to the terms of the Agreement, Customer hereby grants to Upland throughout the term of the Agreement (and after the term solely as reasonably necessary for the performance of Upland’s post-termination obligations to Customer) the rights to use, reproduce, store, distribute, modify, cache, and transmit Customer Data via the applicable Application solely to the extent necessary for Upland to provide the Services or otherwise perform its obligations under the Agreement.

2.3. **Improvements Feedback**. If Customer provides any feedback to Upland concerning the functionality and performance of any Application or Services (including identifying potential errors and improvements) (the **“Improvement Feedback”**), Customer hereby assigns to Upland all right, title, and interest in and to such Improvement Feedback, and Upland is free to use that Improvement Feedback without payment or restriction and it shall be deemed to be a derivative work of the Application or Services. Improvement Feedback expressly excludes Customer Data. Additionally, Upland may use Customer’s and its Users’ Services usage history, statistics and telemetry (**“Enhancement Data”**) solely for Upland’s internal analytical purposes related to its provision of Services, including to improve and enhance the Services. Upland may make information derived from its analysis of Enhancement Data available to its service providers on an aggregated and anonymized basis, provided that such information does not contain any Personal Data. For the sake of clarity, aggregated and anonymized data is not Confidential Information of Customer.

3. PROFESSIONAL SERVICES

3.1. **Scope**. For an additional fee, Customer may elect to purchase Professional Services, which may include, with respect to the Application, training, customization, on-site support and maintenance services. For each request for Professional Services hereunder, the parties may execute a Sales Order specifying the fees, scope of work and/or specific terms of the project(s) or Professional Services to be provided.

3.2. **Travel Expenses**. Any travel related expenses incurred in the provision of Services must be pre-approved by Customer in writing (**“Travel Expenses”**). Travel Expenses, including, but not limited to, transportation, lodging and meal expenses will be reimbursed by Customer and are in addition to the specified Services fees. If Customer cancels or reschedules a visit less than



seven (7) days prior to the scheduled visit, Customer shall pay all of Upland's travel (such as hotel, flight) cancellation and change fees related to such visit. Upland, in its sole discretion, may waive some or all of such cancellation or rescheduling fees.

4. PAYMENT AND FEES

4.1. Sales Orders; Fees. Customer shall pay Upland the fees specified in the applicable Sales Order, taxes, and any other amounts owing under the Agreement in the currency specified in the applicable Sales Order. Except as otherwise expressly provided in this MSA or the applicable Sales Order, all amounts payable to Upland under the Agreement are: (i) subject to the Entitlements; and (ii) non-cancellable and non-refundable. With regard to Subscription Services, Customer shall not be entitled to any refund of fees paid or relief from fees due if the volume of Entitlements actually used by Customer is less than the Entitlements purchased, and Customer may not carry over any of the unused Entitlements to a subsequent Subscription Term. Fees for Professional Services paid by Customer to Upland and remaining unused at the end of twelve (12) months from the date such Professional Services are invoiced shall expire and be retained by Upland.

4.2. Modifications to Entitlements. Customer may, from time to time during the Agreement Term elect to purchase rights to exceed some or all of the Entitlements (e.g., increases to the number of Users, purchases of additional messaging volume, etc.) by providing Upland with a purchase order issued against and referencing the then-current Sales Order, or, upon Upland's request, by entering into a supplemental Sales Order with Upland; provided, however, that Customer acknowledges that certain Applications may not allow an increase of some or all elements of the Entitlements.

4.3. Invoices and Payment Terms. Subject to Section 4.4 (*Disputed Invoices*), Customer shall pay all amounts due within thirty (30) days from receipt of the applicable invoice. Unless otherwise specified in a Sales Order, fees for Services shall be invoiced annually and in advance. Further, Customer acknowledges and agrees that fees for renewals of Subscription Services are due on the first day of the renewing Subscription Term and shall be invoiced in advance as set forth above. Fees for additional Services or modifications to the Entitlements shall be invoiced upon Upland's receipt of Customer's request for such purchase. Subject to Section 4.2 (*Modifications to Entitlements*), where modifications to Entitlements to Subscription Services are purchased by Customer during an active Subscription Term, such fees shall be pro-rated for the remainder of such Subscription Term. Customer may provide Upland with a purchase order number or contract control number ("**Order Number**") for invoicing for Services purchased under the Agreement. Where Customer provides such Order Number, Upland agrees that it will provide the Order Number on each invoice and that no invoice will be considered validly submitted under this Agreement without such Order Number. Whenever a purchase order is issued by Customer as provided herein, the parties agree that any such issuance is for convenience of the Customer and the terms and conditions of any such purchase orders, if any, are superseded by this MSA.

4.4. Disputed Invoices. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify Upland in writing of its objection within twenty (20) days from the date of the applicable invoice, providing a detailed description of the reasons for the objection, and shall pay the portion of the invoice, if any, which is not in dispute. If Customer does not object

in a timely manner, the amount invoiced shall be conclusively deemed correct by the parties.

4.5. Late Payments. Upland shall notify Customer in writing, which may be by email, of any undisputed invoice which is thirty (30) or more days past due. In the event Customer has not promptly cured such default, then Upland may, on not less than five (5) business days' prior written notice to Customer, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, until such breach has been cured in full, suspend performance of some or all of Upland's obligations to provide Services under the Agreement. In the event of Customer's default in the payment of any undisputed invoice(s) for a period in excess of sixty (60) days past due, Upland may, upon not less than ten (10) business days' prior written notice to Customer, declare the entire principal sum payable under the Agreement immediately due and payable. Amounts due to either party under the Agreement may not be withheld or offset by either party for any reason.

4.6. Taxes. Customer shall be responsible for any applicable sales, value-added, use and similar taxes, together with all customs and import duties, and similar levies and impositions ("**Taxes**") payable with respect to its acquisition of Services, or otherwise arising out of or in connection with the Agreement, other than taxes based upon Upland's personal property ownership or net income. Unless expressly specified otherwise in any Sales Order, all fees, rates and estimates exclude Taxes. If Customer has tax-exempt status, Customer shall provide written evidence of such status with its Sales Order(s) or upon request by Upland.

5. TERM, RENEWAL AND TERMINATION

5.1. Agreement Term. This MSA shall commence upon the Effective Date and continue until each Sales Order has expired or is otherwise terminated in accordance with the Agreement (the "**Agreement Term**").

5.2. Subscription Term. Where Customer elects to purchase Subscription Services, the Subscription Term for such Subscription Services shall commence on the subscription start date specified in the applicable Sales Order and shall continue for the period(s) specified therein. In the event such start date or period is not specified in the Sales Order, the Subscription Term shall be one (1) year from the date of execution of such Sales Order.

5.3. Termination for Breach. In the event of a material breach of the Agreement by either party, the non-breaching party may elect to terminate the Agreement, any Sales Order (or portion thereof) affected by the breach by giving the breaching party written notice of the breach and the non-breaching party's intention to terminate. If the breach has not been cured within the period ending thirty (30) days after such notice, and if the non-breaching party provides written notice of termination to the breaching party ("**Termination Notice**"), then the Agreement, or any such Sales Order, shall terminate within the time period specified in the Termination Notice. If Customer terminates the Agreement or any Sales Order for breach in accordance with this Section 5.3, then Upland shall refund to Customer a pro-rata amount of any affected Subscription Services fees prepaid to Upland and applicable to the unutilized portion of the Agreement Term for the terminated Agreement, and any affected unutilized Professional Services fees prepaid to Upland. For the avoidance of doubt, Customer's failure to pay any overdue, undisputed fees within thirty (30) days of Upland notifying Customer of the overdue payment shall constitute a material breach of the Agreement.

5.4. Termination for Convenience. The parties acknowledge and agree that Subscription Services are priced based on upon



minimum commitments throughout the applicable Subscription Term and, notwithstanding anything to the contrary in the Agreement, may not be terminated for the convenience of either party.

5.5. Suspension for Critical Threats. If Upland, acting reasonably in the circumstances then known to Upland, determines that Customer's or any of its Users' use of the Services poses an imminent threat to: (i) the security or integrity of any Customer Data or the data of any other Upland customer; or (ii) the availability of the Application to Customer or any other Upland customer (each, a "**Critical Threat**"), then Upland shall immediately notify Customer in writing, which may be by email. Upland may suspend Customer's and its Users' use of the Application until the Critical Threat is resolved. Upland shall cooperate with Customer to promptly restore access to the Services once it verifies that Customer has resolved the condition giving rise to the suspension.

5.6. Transition Assistance. Following the termination or expiration of a Sales Order, provided Customer makes a written request within fourteen (14) days prior to the date of termination or expiration, subject to the then-current Professional Services fees on a time and materials basis, Upland shall offer transition assistance (which may include, to the extent practicable, an export of Customer Data from the applicable Application or Instance). To the extent Upland makes available to Customer an API or other means to assist with such transition, the API shall be Upland's Confidential Information (as defined in Section 6.1, below), and Customer is granted a personal, non-sublicensable, non-exclusive, non-transferable, limited license to use the API solely for Customer's internal use for exporting Customer's content from Upland to the new Customer system. Customer shall not (a) copy, rent, sell, disassemble, reverse engineer or decompile (except to the limited extent expressly authorised by applicable statutory law), modify or alter any part of the API, or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event Customer breaches this Section 5.6 or immediately upon notice from Upland.

5.7. Survival. Sections 2 (Ownership), 4.1 (Fees), 4.3 (Invoices and Payment Terms), 4.5 (Late Payments), 4.6 (Taxes), 5.6 (Transition Assistance), 5.7 (Survival), 6 (Confidentiality), 8.5 (Bugs and Abatement; Scope), 8.6 (Disclaimer of Implied Warranties), 9 (Indemnification), 10 (Limitations and Exclusions of Liability), 11 (Dispute Resolution), 12 (Publicity) and 13 (General) shall survive the termination or expiration of the Agreement.

6. CONFIDENTIAL INFORMATION

6.1. Restrictions on Use and Disclosure. Subject to applicable laws and legal processes, neither Upland nor Customer shall disclose to any third party any information provided by the other party pursuant to or in connection with the Agreement that the disclosing party identifies as being proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (such information, "**Confidential Information**"), and shall make no use of such Confidential Information, except under and in accordance with the Agreement. The receiving party shall take reasonable precautions (using no less than a reasonable standard of care) to protect the disclosing party's Confidential Information from unauthorized access or use. Each party may disclose Confidential Information to its Affiliates and service providers, and its Affiliates and service providers may use such information, in each case solely for purposes of the Agreement. Each party shall be liable for any breach of its obligations under this Section 6 that is caused by an act, error or omission of any such Affiliate or service provider. Confidential Information includes

information disclosed by the disclosing party with permission from a third party, and combinations of or with publicly known information where the nature of the combination is not publicly known. Upland's Confidential Information includes information regarding Application, Upland's processes, methods, techniques and know-how relating to identity management, user authentication or user authorization, Documentation, product roadmaps, pricing, marketing and business plans, financial information, information security information, Upland's certifications, and Personal Data of Upland personnel. Customer's Confidential Information includes its proprietary workflows and processes, systems architecture, marketing and business plans, financial information, information security information, information pertaining to Customer's other suppliers, and Personal Data of Customer's personnel. This Section 6 does not apply to Upland's obligations regarding use and protection of Customer Data; those obligations are specified in Section 7 (*Data Protection*).

6.2. Exclusions. Except with respect to Personal Data, Confidential Information does not include information that the receiving party can establish: (i) has entered the public domain without the receiving party's breach of any obligation owed to the disclosing party; (ii) has been rightfully received by the receiving party from a third party without confidentiality restrictions; (iii) is known to the receiving party without any restriction as to use or disclosure prior to first receipt by the receiving party from the disclosing party; or (iv) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

6.3. Disclosure Required by Law. If any applicable law, regulation or judicial or administrative order requires the receiving party to disclose any of the disclosing party's Confidential Information (a "**Disclosure Order**") then, unless otherwise required by the Disclosure Order, the receiving party shall promptly notify the disclosing party in writing prior to making any such disclosure, in order to facilitate the disclosing party's efforts to protect its Confidential Information. Following such notification, the receiving party shall cooperate with the disclosing party, at the disclosing party's reasonable expense, in seeking and obtaining protection for the disclosing party's Confidential Information.

6.4. Independent Development. The terms of confidentiality under the Agreement shall not limit either party's right to independently develop or acquire products, software or services without use of or reference to the other party's Confidential Information.

6.5. Return or Destruction. Following any termination or expiration of the Agreement or any Sales Order, each party shall: (i) immediately cease use of any Confidential Information of the other communicated for the purposes of the Agreement or such Sales Order, and (ii) within thirty (30) days of such termination or expiration, return or destroy (and, upon request, certify destruction of) all copies of any Confidential Information of the other party disclosed under the Agreement, subject to each party's customary backup and archival processes.

7. DATA PROTECTION

7.1. Regulatory and Compliance Matters. In respect of Personal Data provided to Upland by Customer in connection with the Agreement, Upland shall comply, and shall ensure that its personnel comply, with the requirements of state, federal and national privacy laws and regulations governing such Personal Data in Upland's possession or under its control and applicable to Upland's provision of Services. Customer is solely responsible for ensuring Customer's, and its Users', compliance with any



applicable legal, regulatory or similar restrictions applicable to the types of data Customer elects to Process with the Application.

7.2. Regulator Inquiries and Court Orders. If any regulator, or any subpoena, warrant or other court or administrative order, requires Upland to disclose or provide Customer Data to a regulator or to any third party, or to respond to inquiries concerning the Processing of Customer Data, Upland shall promptly notify Customer, unless prohibited by applicable law. Following such notification, Upland shall reasonably cooperate with Customer in its response, except to the extent otherwise required by applicable law.

7.3. Audits and Security Assessments. Upland shall maintain compliance with industry standards and applicable governing frameworks such as Statement on Standards for Attestation Engagements (SSAE) and The International Organization for Standardization (ISO) (e.g., SSAE 16, ISO 27001 and ISO 27018) throughout the Agreement Term. Upland shall make available to Customer, annually and upon request, all information necessary to demonstrate compliance with its obligations. Upland shall allow for and contribute to audits conducted by Customer, or third-party auditor mandated by Customer, under the following parameters: (i) the Customer may elect to conduct an audit not more than once within any 12-month period at no cost to Customer. Any additional audits within the same 12-month period shall be subject to a reasonable fee; (ii) third-party auditors mandated by Customer shall enter into confidentiality agreements with Upland that are no less restrictive than those set out in this MSA; (iii) Customer provides reasonable prior notice of such request for an audit; (iv) Customer ensures such audit shall not be unreasonably disruptive to Upland's business; and (v) neither Customers nor its auditors shall be permitted to make unaccompanied site visits or to logically access Upland's IT systems.

7.4. Data Security. Upland shall implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data in the custody of and processed by Upland; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that Upland's return or disposal of such Customer Data is performed in a manner consistent with Upland's obligations under items (i)-(iii).

7.5. Breach Notification. Upland shall notify Customer, without undue delay, of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in Upland's possession or under its control (a "Data Breach"). Each party shall reasonably cooperate with the other with respect to the investigation and resolution of any Data Breach including, in the case of Upland, prompt provision of the following, to the extent then known to Upland: (i) the possible cause and consequences of the Data Breach; (ii) the categories of Customer Data involved; (iii) a summary of the possible consequences for the relevant Users; (iv) a summary of the unauthorized recipients of the Customer Data; and (v) the measures taken by Upland to mitigate any damage. Upon confirmation of any vulnerability or breach of Upland's security affecting Customer Data in Upland's custody and control, Upland shall modify its processes and security program, as necessary, to mitigate the effects of the vulnerability or breach upon such Customer Data.

7.6. Personal Data Collection, Processing and Transfer. Customer is solely responsible for obtaining, and represents and covenants that it has obtained or will obtain, prior to Processing by Upland, all necessary consents, licenses and approvals for the

Processing, or otherwise has a valid legal basis for the Processing of, any Personal Data provided by Customer or its Users in connection with the Services. Customer may select the Personal Data it elects to input into and Process using the Application in its sole discretion; Upland has no control over the nature, scope, or origin of, or the means by which Customer acquires Personal Data Processed by the Application. If any User requests Upland to provide them with information relating to Processing of their Personal Data, or to make changes to their Personal Data, Upland shall promptly notify Customer of the request, unless otherwise required by applicable law. Customer may make changes to User data using the features and functionality of the Application. Upland shall not make changes to User data except as agreed in writing with Customer. Upland shall Process Customer Personal Data only as necessary to provide the Services, and in accordance with Customer's written instructions. This Agreement, and Customer's use of the Application's features and functionality, are Customer's instructions to Upland in relation to the Processing of Customer Personal Data. With respect to Personal Data that is transferred from the European Economic Area to the United States, Upland represents that Upland is certified under the EU-US Privacy Shield Framework and warrants that it shall maintain such certification and abide by its principles during the currency of the program or the Agreement Term, whichever is shorter.

7.7. Data Retention, Export and Deletion. Customer is solely responsible for its data retention obligations with respect to Customer Data. Customer may export Customer Data from the Application at any time during the Agreement Term, using the Application's then existing features and functionality, at no additional charge. Upland's obligations to return Customer Data upon termination of the Agreement may be fulfilled by permitting Customer to export Customer Data as specified above. Customer may delete Customer Data on its Instances at any time. Upland shall delete Customer's Instances (and any data remaining on such Instances) upon termination or expiration of the Agreement.

7.8. Sub-Processors. Customer consents to Upland's use of sub-Processors to provide aspects of the Services, and to Upland's disclosure and provision of Customer Personal Data to those sub-Processors. Upland shall be responsible for the performance of its sub-Processors. Upland shall ensure sub-Processors are subject to contractual obligations which are the same as or equivalent to those imposed on Upland with regard to Processing of Customer Personal Data. Upland maintains a list of its sub-Processors on its company website under the Privacy page. Upland shall inform the Customer of any intended changes concerning the addition or replacement of any sub-Processor within a reasonable time prior to implementation of such change. In the event of the Customer objecting to such change, Upland shall make reasonable efforts to address the Customer's concerns (including making reasonable efforts to find an alternative sub-Processor).

8. WARRANTIES

8.1. Mutual Warranties. Each party represents and warrants to the other that:

- 8.1.1. the Agreement has been duly executed and delivered and constitutes a valid and binding agreement

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enforceable against such party in accordance with its terms;

8.1.2. no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of the Agreement; and

8.1.3. it shall comply with all applicable laws in connection with the performance of its obligations arising hereunder.

8.2. Upland Additional Warranties.

8.3. Upland represents and warrants to Customer that:

8.3.1. *Non-Infringement.* The Services, in the form and manner provided by Upland to Customer, shall not infringe, violate, or misappropriate the Intellectual Property Rights of any third party. Upland warrants that it has and shall maintain all necessary licences, consents and permissions necessary for the performance of its obligations under the Agreement;

8.3.2. *Performance Warranty.* During any active Subscription Term (or such other period to which the parties may agree as detailed in a Sales Order), the Application, in the form provided by Upland, shall conform in all material respects to its applicable specifications set forth in the Documentation;

8.3.3. *Viruses.* Upland shall use commercially reasonable efforts, using applicable current industry practices, to ensure that the Application, in the form provided by Upland to Customer under the Agreement, contains no Virus, or other similar malicious code;

8.3.4. *Professional Services.* Upland shall provide the Professional Services by qualified individuals in a good, professional and workmanlike manner, consistent with applicable industry standards; and

8.3.5. *Compliance with Law.* The Services, in the form provided or made available to Customer by Upland, shall comply with all laws applicable to Upland and its provision of Services.

8.4. Performance Remedy. Subject to Upland's Support Services obligations detailed in the applicable Schedule, if the Application fails to conform to the warranty set forth in Section 8.3.2 and Customer provides written notice of the non-conformance to Upland, then, as Customer's exclusive remedy and Upland's sole obligation: Upland shall either repair or, at its option, replace the non-conforming Application or, if Upland is unable to correct the non-conformance within thirty (30) days of receipt of such written notice from Customer, Customer may terminate the applicable Services, and Upland shall refund to Customer a pro-rata amount of any Services fees prepaid to Upland and applicable to the unutilized portion of the Subscription Term for the terminated Services.

8.5. Bugs and Abatement: Scope. Without limiting the express warranties in this Section 8 or any express warranties specified elsewhere in the Agreement, to the extent permitted by law, Upland does not warrant: (i) that the Application or Services are completely free from all bugs, errors, or omissions, or will ensure complete security; (ii) that the Customer's use of the Services will be uninterrupted or error-free; or (iii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements. To the extent permitted by law, Upland shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over the Customer's or public

communications networks and facilities, including the internet, and the Customer acknowledges that the Services and may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The warranties in the Agreement are for the sole benefit of Customer and may not be extended to any other person or entity.

8.6. Disclaimer of Implied Warranties. To the extent permitted by law, neither party makes any representation or warranty in connection with the Services, except as expressly warranted in the Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 8, EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.

9. INDEMNIFICATION

9.1. Infringement Indemnification. Upland shall defend, indemnify, save and hold harmless Customer and its officers, agents and employees, against any costs, expenses, damages finally awarded and reasonable attorneys' fees incurred in connection with any claim, demand, suit, or proceeding made or brought by a third party (a "**Third-Party Claim**") against Customer alleging that the use of any Application or Service as permitted in the Agreement infringes or misappropriates the Intellectual Property Rights of a third party.

9.2. Exclusions from Obligations. To the extent permitted by law, Upland shall have no obligation under Section 9.1 (*Indemnification by Upland*) for any infringement or misappropriation to the extent that it arises out of or is based upon: (a) use of an Application or Service in combination with other products or services not provided by, or authorized in writing by, Upland if such infringement or misappropriation would not have arisen but for such combination; (b) use of an Application or Service by Customer in violation of the terms of the Agreement; (c) Customer's failure to use an Application or Service in accordance with the Documentation (or other written instructions) provided by Upland, if the infringement or misappropriation would not have occurred but for such failure; or (d) any modification of an Application or Service not made by or authorized in writing by, Upland where such infringement or misappropriation would not have occurred absent such modification.

9.3. Mitigation of Infringement Action. If Customer's use of any Application or Service is, or in Upland's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 9.1 (*Infringement Indemnification*) then Upland shall either: (a) procure the continuing right of Customer to use the Application or Service; (b) replace or modify the Application or Service in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, Upland is unable to do either (a) or (b), Upland shall (c) terminate the Agreement and refund to Customer the pro-rata amount of any fees prepaid to Upland which are applicable to the unutilized or undelivered portions of the Subscription Services and/or Professional Services.

9.4. Limited Remedy. To the extent permitted by law, this Section 9 states Upland's sole and exclusive liability, and Customer's sole and exclusive remedy, for Upland's actual or alleged breach of Section 8.3.1 (Non-Infringement), and any other



actual or alleged infringement or misappropriation of third-party Intellectual Property Rights by any Application or Service.

9.5. Indemnification by Customer. Intentionally deleted.

9.6. Relief from Obligations. Upland's obligations arising under this Section 9 are expressly conditioned upon Customer: (a) promptly gives the indemnifying party written notice of the Third-Party Claim; (b) provides to Upland all reasonable assistance, at Upland's expense. Further, Upland shall be relieved of its responsibilities under this Section 9 for any Third-Party Claims arising solely from the actions or omissions of indemnified party, its officers, employees or agents.

9.7. Classification of Amounts. Any amounts payable by Customer to a third party pursuant to a judgment, liability for which falls within Upland's indemnification obligations under the Agreement, shall be deemed direct damages.

9.8. Contributory Negligence. Intentionally deleted.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

10.1. Exclusion of Certain Claims. SUBJECT TO SECTION 10.3, AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY SOFTWARE, PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT, ANY RELATED AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

10.2. Limitation of Liability. Subject to Section 10.3, to the extent permitted by law, neither party's maximum aggregate liability arising out of the Agreement or any related agreement shall in any event exceed the fees paid or payable to Upland under this Agreement regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

10.3. Exceptions.

10.3.1. To the extent permitted by law, Sections 10.1 and 10.2 do not apply to either party's (i) willful misconduct or gross negligence, (ii) infringement or misappropriation of any of the other party's Intellectual Property Rights, (iii) personal injury (including death) or damage to real or tangible property caused by either party's negligent act or omission, (iv) liability or loss which may not be limited by applicable law.

10.3.2. To the extent permitted by law, Section 10.2 does not apply to (i) Upland's defense and indemnification obligations, (ii) Customer's obligations to pay fees and expenses when due and payable under the Agreement, nor (iii) either party's obligations under Section 6 (Confidential Information) and/or Section 7 (Data Protection), provided, however, that except to the extent of willful misconduct or gross negligence of Upland, to the extent permitted by law, Upland's maximum aggregate liability under Section 7 shall not exceed

three times (3X) the fees paid or payable by Customer to Upland under this Agreement.

10.4. General. Each party agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such party or fail of their essential purpose and that without these limitations the fees for the Services would be significantly higher.

11. DISPUTE RESOLUTION

11.1. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. In the event of any controversy or claim arising out of or relating to the Agreement, or its breach or interpretation, the parties shall submit to the exclusive jurisdiction of and venue in the state or federal courts located in Travis County, Texas. Each party waives all defenses of lack of personal jurisdiction and inconvenient forum.

11.2. Legal Expenses. Intentionally deleted.

12. PUBLICITY

Neither party shall use the other party's name, trademark, or logo without the other party's prior written permission in each case. Notwithstanding the foregoing, either party shall be permitted to disclose any details regarding this relationship to the extent required by law.

13. GENERAL

13.1. Relationship. Upland shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of its obligations under the Agreement.

13.2. Affiliates. This MSA sets forth the general terms and conditions under which Upland will provide Services to Customer and its Affiliates. Sales Orders may be entered into under this MSA by Upland Software, Inc. or any Upland Affiliate (as identified in Section 1.1, above), and by either the entity designated above as "Customer" or any of Customer's Affiliates. In such event, the entity executing a Sales Order in the position of the Services provider shall be considered "Upland" and the Services recipient shall be considered "Customer" for all purposes of the resulting Agreement; and such Agreement shall be considered a two-party agreement between "Upland" and such "Customer".

13.3. Compliance with Laws. Each party shall comply with all laws and regulations applicable to it, including export control laws and embargoes. Neither party shall have any liability to the other for any non-performance of their obligations under the Agreement to the extent that the non-performance is mandated by applicable law. Each party represents and warrants to the other that neither it nor its Affiliates, nor any of its or their users, officers or directors, are persons, entities or organizations with whom the other party is prohibited from dealing (including provision of software, products or services) by virtue of any applicable law, regulation, or executive order.

13.4. U.S. Government Rights. To the extent applicable, Upland provides the Services for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has

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a need for rights not conveyed under these terms, it must negotiate with Upland to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

13.5. Equitable Relief. Each of Customer and Upland acknowledges that damages may be an inadequate remedy if the other violates the terms of the Agreement pertaining to protection of a party's Intellectual Property Rights, Confidential Information or Personal Data. Accordingly, each of them shall have the right, in addition to any other rights each of them may have, to seek temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any of the obligations in the Agreement.

13.6. Assignability. Neither party may assign performance of the Agreement or any of its rights or delegate any of its duties under the Agreement without the prior written consent of the other party. Subject to the foregoing restriction on assignment, the Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.7. Insurance. Upland shall, at its own cost and expense, procure and maintain in full force and effect during the Agreement Term, policies of insurance, of the types and in the minimum amounts reasonably necessary and appropriate in its industry to perform its respective obligations under the Agreement, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed or used. Upon Customer's request, Upland shall provide its certificate of insurance.

13.8. Notices. Any notice or report required or permitted to be given or made under the Agreement by either party shall be in English, in writing and be deemed to have been fully given and received (i) when delivered personally; (ii) when sent by confirmed facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt; or (v) to the extent expressly permitted in the Agreement, one (1) day after being sent via email. Notices shall be sent to the parties at the addresses set forth in this MSA or such other address as a party may specify in writing to the other. All notices to Upland must be made to the address(es) listed below and all notices to Customer must be made to the mailing or email address of Customer's primary contact with Upland.

Upland notice address:

ATTN: General Counsel
401 Congress Ave., Suite 1850
Austin, TX, U.S. 78701
legal@uplandsoftware.com

Customer notice address:

[CUSTOMER TO PROVIDE]

To inform Customer of changes to the Services, or for other matters of importance (e.g., notifications regarding upcoming scheduled maintenance), Upland may broadcast messages through the Application or post messages on Upland's web site. In each such event, Upland shall inform Customer of the broadcast by e-mail.

13.9. Business Continuity and Disaster Recovery. During any Subscription Term, Upland shall comply with its then current applicable Business Continuity and Disaster Recovery Plans.

Upland shall test such plans at least once a year. Upland shall provide Customer with summaries of such plans and test results upon written request. Upland may not modify such plans to provide materially less protection to Customer without Customer's prior written consent, which may not be unreasonably conditioned or withheld.

13.10. Force Majeure. If the performance of the Agreement is adversely restricted or if either party is unable to conform to any warranty or obligation by reason of any Force Majeure Event then, except with respect to obligations to pay any fees or expenses and to obligations under Section 13.9 above (*Business Continuity and Disaster Recovery*), the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease. "**Force Majeure Event**" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to perform its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.

13.11. Waiver. The waiver by either party of any breach of any provision of the Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with the Agreement shall not be a waiver of such party's right to demand strict compliance in the future, nor shall the same be construed as a novation of the Agreement.

13.12. Severability. Should any term and condition of the Agreement be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this MSA, or the relevant portion of the Agreement, without affecting the legality or enforceability of the remaining portions of the Agreement.

13.13. Counterparts. Each portion of the Agreement (e.g., this MSA and each Sales Order) may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing the Agreement, a facsimile copy or a ".pdf" image delivered via email of an executed copy of any such portion of the Agreement signed by an authorized signatory (manuscript signature or using electronic signature) shall be deemed an original.

13.14. Entire Agreement. This MSA, together with the Sales Order and Customer's Addendum, constitutes the entire agreement between the parties hereto regarding Customer's use of each Application and receipt of all Services and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the provision and use of the Services. In the event of a



conflict between the terms and conditions of this MSA and any Sales Order, the terms and conditions of this MSA shall prevail except to the extent the conflict pertains to product or service description (e.g., type, quantity, usage volume) or pricing information, in which case the terms of the Sales Order shall prevail. In the event of a conflict between Customer's Addendum, the Sales Order, or this MSA, Customer's Addendum shall prevail. No usage of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement, or alter the terms of the Agreement. The Agreement may be changed only by a written agreement signed by an authorized signatory of the party against whom enforcement is sought; any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained on or within any invoice, purchase order, or standard terms of purchase, or any click-through license

agreement or terms of use, are specifically and expressly rejected by each party.

13.15. Anti-Corruption. Each party agrees and acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees, contractors or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the above restriction, such party shall use reasonable efforts to promptly notify the other party.

13.16. Third Parties. Except as expressly set forth in the Agreement, no provisions of the Agreement are intended nor shall be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.



SOFTWARE-AS-A-SERVICE SCHEDULE

UPLAND SOFTWARE

This Software-as-a-Service Schedule, together with its exhibits, supplements the Master Services Agreement to which this Schedule is attached and sets forth additional terms and conditions subject to which Upland will make available certain Services and hosted Applications and Customer will be permitted to access and use such Services and Applications.

SUPPLEMENTAL TERMS AND CONDITIONS

1. PROVISION OF THE SERVICES

1.1. General. Upland shall make the Application available and provide Support Services to Customer and its Users as detailed herein.

1.2. Use of the Application and Documentation. Subject to the Entitlements and otherwise subject to the terms of the Agreement, Upland hereby grants to Customer and each of its Users a non-exclusive, non-transferable (except as otherwise provided in the Agreement), non-sublicensable, royalty-free, worldwide, subscription license, to: (i) access via a web-based interface, execute and otherwise use the Application provided by Upland on a hosted basis, solely for Customer's operations in its ordinary course of business; and (ii) use reproduce, modify, and distribute and display the applicable Documentation, in each case solely for Customer's operations in its ordinary course of business. Upland reserves all other rights not expressly granted in the Agreement.

1.3. Use Limitations. Customer agrees that it shall not exceed the Entitlements. Without limiting the generality of the foregoing, where the Sales Order indicates that an Application is provided on a per-User basis, Customer agrees that: (i) the maximum number of Users authorized to access and use each such Application shall not exceed the number of User subscriptions purchased; and (ii) it shall not allocate (or share) any User subscription among more than one individual User unless such User subscription has been reassigned in its entirety to another individual User.

2. MAINTENANCE AND SUPPORT SERVICES

2.1. Standard Support Services. During the Subscription Term and otherwise subject to Customer's compliance with Agreement, Upland shall provide Support Services to Customer in accordance with the Standard Maintenance and Support Terms and Conditions set forth in Exhibit A, below.

2.2. Enhanced Support Services. For certain of Upland's Applications, Customer may request to purchase rights to enhanced or upgraded Support Services to be provided by Upland on a subscription basis (the "Enhanced Support Services") by contacting Customer's account representative. The fees, Subscription Term and description of the Enhanced Support Services to be provided by Upland shall be detailed on a Sales Order, and upon the parties' execution of such Sales Order, the Standard Maintenance and Support Terms and Conditions set forth in Exhibit A shall be supplemented accordingly. Where Enhanced Support Services are purchased by Customer during an active Subscription Term, fees for such Enhanced Support Services shall be pro-rated for the remainder of such Subscription Term.

2.3. Customization Support. To the extent Upland develops and provides to Customer any customizations, integrations, or custom reports, Upland shall maintain and support any such customizations, integrations, or custom reports in accordance with the Standard Maintenance and Support Terms and

Conditions set forth in Exhibit A, subject to additional fees as agreed by the parties in a Sales Order.

3. CUSTOMER'S RESPONSIBILITIES

3.1. Compliance and Use. Customer shall:

- 3.1.1. be solely responsible for maintaining the status of its User base and shall safeguard all User authentication credentials and account information within its possession or under its control;
- 3.1.2. be solely responsible for its Users' compliance with the Agreement and the acts or omissions of its Users relating to the Agreement to the same extent as if they were Customer's own;
- 3.1.3. be solely responsible for the accuracy, quality, integrity and legality of Customer Data provided to Upland and of the means by which such Customer Data was acquired;
- 3.1.4. use commercially reasonable efforts to prevent unauthorized access to or use of each Application, apply all relevant Virus protection updates and all Documentation and immediately notify Upland in writing of any such unauthorized access or use or violation by Customer or its Users of the Agreement;
- 3.1.5. use each Application only in accordance with the Documentation;
- 3.1.6. cooperate and assist Upland as reasonably necessary to prevent or terminate unauthorized use of the Application or Documentation.

3.2. Use Restrictions. Except as (i) otherwise expressly provided in the Agreement, or (ii) may be allowed by applicable law which is incapable of exclusion by agreement between the parties, Customer and Customer's Users shall not, and shall not permit or authorize third parties to:

- 3.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application or Documentation in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application;
- 3.2.2. access all or any part of the Application or Documentation in order to build a product or service that competes with the Application, Services or the Documentation;
- 3.2.3. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Application, Services or Documentation, (e.g., as a service bureau);
- 3.2.4. knowingly make the Application or Documentation available to anyone other than the Users;



- 3.2.5. attempt to gain unauthorized access to the Application or related systems or networks or otherwise circumvent or disable any security or other technological features or measures of the Application;
- 3.2.6. attempt to probe, scan, penetrate or test the vulnerability of an Upland system or network absent Upland's prior express written consent in each case;
- 3.2.7. use the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- 3.2.8. upload, transmit or otherwise process and Protected Health Information (PHI) or any other regulated data or information in violation of any applicable law or regulation;

- 3.2.9. upload, transmit or otherwise process and Payment Card Information (PCI) in violation of any Payment Card Information Security Standards or other similar requirements;
 - 3.2.10. knowingly use the Application to store or transmit Viruses or other malicious code;
 - 3.2.11. knowingly interfere with or disrupt the integrity or performance of the Application.
- 3.3. Survival. This Section 3 shall survive the termination or expiration of the Agreement for so long as Customer and/or its Users retain access rights and/or use of the Application (e.g., as may be reasonably required in connection with either party's performance of its post-termination or transition assistance obligations).



EXHIBIT A
STANDARD MAINTENANCE AND SUPPORT TERMS AND CONDITIONS

These Standard Maintenance and Support Terms and Conditions are made a part of and incorporated into the terms of the Software-as-a-Service Schedule to which this Exhibit A attached. All capitalized terms not defined herein shall have the meaning ascribed to them elsewhere in the Agreement.

1. Response Times and Commitments:

Upland attempts to respond to and resolve all issues in a timely manner, however issues impacting Customer's production systems take priority and are classified by Severity Level in accordance with the following:

Severity Level	Definition	Response Time	Commitment
Cloud Incident ("Outage")	Upland's cloud service is unavailable and/or inaccessible for all Users.	1 Hour (24/7/365)	(24/7/365) triage with hourly status updates; Immediate and continuous effort to restore service;
1 – Urgent	Production system Defect that prevents business critical work from being done, no Workaround exists, and Defect impacts most Users; Defect causes a material loss of Customer Data in production system; or Security-related Defect.	1 Business Hour	Business Hour triage with daily status updates (M-F); Immediate and continuous effort within business hours to resolve the Defect or provide a Workaround;
2 – High	Production system Defect that prevents business critical work from being done and a Workaround exists; or Defect violates the material specifications in the Documentation and impacts Customer's production system.	4 Business Hours	Business Hour triage with regular status updates (M-F); Upland shall use reasonable efforts to resolve the Defect as rapidly as practical, but no later than the next Update after reproduction of the Defect.
3 – Normal	All other Defects.	1 Business Day	Business Hour triage with regular status updates (M-F); Defects shall be addressed in Upland's normal Update

2. Upland Support Services Scope & Availability:

- i. **Support Services Defined.** Support Services shall consist of assistance to Customer with respect to:
 - a. Guidance regarding proper use of the Application;
 - b. Application Defect verification, reporting, tracking and resolution; and
 - c. Application licensing assistance.
- ii. **Support Services Availability.** Unless otherwise agreed upon in writing, Support Services shall be available:
 - a. Service Outage: 24/7/365 via phone and online community (email excluded); and
 - b. Severity 1/2/3: Unless otherwise agreed by the parties in a signed writing, 9:00 am to 6:00 pm, Eastern Time, Monday through Friday, excluding holidays (the "**Business Hours**") via phone, email and online community.

3. Upland Support Limitations:

- i. **Support Limitations.** Support Services do not include:
 - a. Application training, design or configuration assistance;
 - b. Support for applications, hardware and dependent technology not supplied by Upland;
 - c. Support for issues resulting from Customer's negligence or failure to use the Application per Upland's instructions or recommendations;
 - d. Development support for API/SDK usage;
 - e. Support of custom development not supplied by Upland; or
 - f. Product installation and upgrade assistance.



- ii. **Customer Defects.** If Customer notifies Upland of a problem and Upland correctly determines that the problem is due to Customer's incorrect or improper use of the Application or failure to comply with the Standard Support Terms or the MSA (as opposed to a Defect in the Application), the resolution of such problem is not covered by Upland's Support Services. However, Upland may provide Professional Services to address or cure the problem in accordance with the terms of the Agreement.
 - iii. **Release Support Period.** Upland shall support a release of the Application if such release (a) was made generally available during the previous twelve months; and (b) is no more than one major release (e.g. 2.0 to 3.0) behind the most current release of the Application. Other versions of the Application shall not be supported unless Upland and Customer mutually agree otherwise in writing. Major release upgrades are not included in the standard fees and must be purchased separately. Customer acknowledges that Upland's obligations hereunder apply only to production versions of the Application.
 - iv. **Third Party Products.** Support Services do not cover the operation or use of third-party hardware or software or an Application modified by any party other than Upland or used in any manner in violation of the MSA or inconsistent with the Documentation.
 - v. **Data.** If Customer has a license to use and host an on-premise Application, Customer is encouraged to backup data often and to always do so prior to accessing any Update. Upland shall have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.
- 4. Customer Obligations:**
- i. **First Level Support/Single Point of Contact.** All communications relating to Support Services shall be supervised, coordinated, and undertaken by no more than two designated contact persons per Customer work-shift who shall act as a single point of contact between Customer and Upland. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Defects with direction by Upland.
 - ii. **Pre-Call Procedures.** Prior to requesting Support Services from Upland, Customer shall comply with all published operating and troubleshooting procedures for the Application. If such efforts are unsuccessful in eliminating the Defect, Customer shall then promptly notify Upland of the Defect. Customer shall confirm that the following conditions are met prior to contacting Upland for Support Services:
 - a. **Reproduction.** If possible, the situation giving rise to the Defect is reproducible in a single supported Application;
 - b. **Support Representative.** The Customer contact has the technical knowledge regarding the Application and any other software or hardware systems involved, and in the facts and circumstances surrounding the Defect;
 - c. **Access.** Customer's system, including all software and hardware, is available to the Customer contact without limit during any telephone discussions with Upland support personnel; and
 - d. **Cooperation.** The Customer contact shall follow the instructions and suggestions of Upland's support personnel when servicing the Application.
 - iii. **Remote Connection.** If appropriate, Customer shall cooperate with Upland to allow and enable Upland to perform support services via remote connection using standard, commercially available remote connection software. Customer shall be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and Customer Data.
 - iv. **Updates.** Customer acknowledges and agrees that Updates provided by Upland pursuant to these Standard Support Terms may, in Upland's sole discretion, require additional training of Customer's personnel. Such training shall be performed in accordance with the terms of the Agreement.
 - v. **Disclaimer.** Upland shall not be responsible to provide Support Services, Updates, or any other maintenance and support to the extent that Defects arise because Customer (a) misuses, improperly uses, misconfigures, alters, or damages the Application; (b) uses the Application with any hardware or software not supplied or supported by Upland; (c) uses the Application at any unauthorized location, if any; (d) fails to access an Update to the Application if such Update would have resolved the Defect; or (e) otherwise uses the Application in a manner not in accordance with the Documentation, these Standard Support Terms or the MSA.
- 5. Software as a Service Availability:**
- i. **Availability Requirement.** Upland shall make the Application Available, as measured on a 24 hours per calendar day basis over the course of each calendar month during the Initial Term and each Renewal Term and any additional periods during which Upland does or is required to provide the Application (each such calendar month, a "**Service Period**"), at least 99.9% of the time, excluding only the time the Application is not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Application is available and operable for access and use by Customer and its Users over the Internet.
 - ii. **Exceptions.** No period of Application degradation or inoperability shall be included in calculating Availability if such downtime or degradation is directly caused by any of the following ("**Exceptions**"):
 - a. Customer's or any of its Users' use of the Application in a manner inconsistent with the Documentation;
 - b. failures of Customer's or its Users' Internet connectivity not caused by Upland;



- c. Internet or other network traffic problems other than problems arising in or from networks actually provided or controlled, or required to be provided or controlled, by Upland; or
- d. Scheduled Downtime.

iii. **Scheduled Downtime**. Upland shall notify Customer and its Users with whom Upland has communicated at least 72 hours in advance of all scheduled downtime of the Application in whole or in part ("**Scheduled Downtime**") (a) not be scheduled between the hours of 8 a.m. and 9 p.m., Eastern Time, Monday-Friday (unless otherwise agreed by the parties in a signed writing), and (b) occur more frequently than 15 hours per calendar month.

iv. **Recovery Objectives**. Upland shall maintain a recovery time objective of 24 hours and recovery point objective of 4 hours.

6. **Definitions**:

- i. **"Defect"** means a failure of the Application to substantially conform to the functional specifications set forth in the Documentation (as defined in the MSA entered into between Customer and Upland).
- ii. **"Updates"** means a subsequent release of the Application that Upland makes generally available to its supported customers, as indicated by a version number increase to the right of the first decimal point (*e.g.*, 2.1 to 2.2). Updates shall not include any other releases of the Application (*e.g.*, 2.5 to 3.0) or any other products that Upland, in its sole discretion, licenses separately for an additional fee.
- iii. **"Workaround"** means a modification or "patch" for a particular version of the Application, which may be of a temporary or interim nature, to help cure or avoid a Defect.
- iv. **"Service Level"** means the certain level of Support Services (*e.g.*, Standard, Gold or Platinum) that has been selected by the Customer on the Sales Order.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Luis Flores, Property & Procurement Officer
DATE:	August 4, 2025
SUBJECT:	Meter Building Conversion Project

BACKGROUND

The City engaged a consultant to perform a comprehensive space needs assessment at City Hall, the Operations & Maintenance (O&M) Facility, the Police Station, and the Meter Building to evaluate existing space utilization and provide recommendations on how to meet the changing needs of the City's workforce. LS3P, previously, Ebert Norman Brady Architects, was tasked with developing construction drawings to implement the first project to create additional work space and provide unified work environments for the Information Services and Property & Procurement teams.

Meter Building Conversion Project Scope:

Phase 1 of this project will renovate and build-out the under-utilized Southeast corner of the O&M Facility to house the Meter Services Division. Once complete, the Meter team will move into their new space. Phase 2 of this project will be to remodel the vacated meter building for use by both the Information Services Department and Property and Procurement Division.

Construction:

Staff obtained Guaranteed Maximum Pricing (GMP) from Auld & White under the St. Johns County School Board Master Agreement for Construction Management Firm(s) for Continuing Services, which is a competitively solicited RFQ agreement. The firm(s) selected for the continuing contract are responsible for assigned projects each having an estimated construction cost not to exceed \$7,500,000.

The delivery method utilized for the award is Construction Manager at Risk (CMAR) with a GMP. In general, a construction management firm provides expertise during the design, pre-construction and cost-estimating phases to ultimately deliver a GMP. Their involvement allows for collaborative input and a constructability review. The CMAR approach is an open book process, where the scope of work is bid out to respective trades.

Under this delivery method, the Construction Manager submits in writing a GMP to the owner when the Drawings and Specifications are sufficiently complete to establish the scope of work for the Project. The pricing submitted guarantees the maximum price to the owner, for the cost of the work on the project. In order to prepare (obtain) a GMP, the Construction Manager bids the scope of work to applicable trades.

The GMP for the construction of the Meter Building conversion based on the drawings prepared by LS3P is \$2,348,387.84. The work is anticipated to take 10 – 12 months to complete once a notice to proceed is issued.

Integrated Life Safety and Security Systems:

The City of Jacksonville Beach uses Siemens and its Avigilon ACM6 software for integrated life safety and security systems at City facilities. The quote provided by Siemens Industry, Inc. is fully turnkey; as such, Siemens will work collaboratively with Auld & White to install proximity card access readers, cameras, voice entry speakers and fire alarm devices in the remodeled spaces. The installation of the new life safety and security systems will seamlessly integrate into the existing Avigilon ACM6 software that is installed on the virtual COJB server.

Sourcewell contracts leverage national volume pricing. Siemens Industry, Inc. has partnered with Sourcewell (formerly NJPA) to offer education, government and non-profit agencies a nationally leveraged, competitively bid contract. All Sourcewell contracts have been competitively solicited in accordance with public purchasing rules and regulations. The proposed enhancements will provide integrated life safety and security system coverage meeting City requirements and current building codes.

The pricing for this contract is established under Sourcewell Contract (#121024-SIE). The estimated cost for a turnkey installation is \$185,470; \$52,590 for a fire alarm system and \$132,880 for a comprehensive security system.

Furniture and Fixtures:

The modular furniture for the remodeled spaces will be obtained via the use of Florida Department of Management Services 'Furniture – All Types' contract. Steelcase is an approved contractor for new commercial furniture. Perdue Office Interiors is the local authorized reseller for Steelcase furniture in the Jacksonville area. The DMS contract was competitively bid in accordance with COJB Purchasing Manual.

The pricing for this contract is established under FL DMS Contract (#56120000-24NY-ACS). The estimated cost of furniture and fixtures for both new spaces is \$209,975.

Contingency:

A 15% contingency in the amount of \$411,575 is being added to the project for miscellaneous items and unforeseen circumstances. Examples of miscellaneous items are video conference equipment in the conference rooms and appliances for the kitchens.

The following chart summarizes the project budget and procurement methods for each category:

Item	Vendor	Existing Competitive Award	Amount
Meter Building Conversion Construction	Auld & White Constructors	Master Agreement for Construction Management Firm for Continuing Services with St. Johns County School Board	\$2,348,388
Integrated Life Safety and Security Systems	Siemens Industry, Inc.	Sourcewell Master Agreement #121024 Facility Security Systems, Equipment, and Software with Related Services	185,470

Furniture and Fixtures	Perdue Office Interiors, authorized dealer/reseller for Steelcase, Inc.	Florida DMS Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types	209,975
Sub-total:			\$2,743,833
15% Contingency for miscellaneous and unforeseen items:			411,575
Total Project Cost:			\$3,155,408

FINANCIAL IMPACT

Monies have been set aside for this project in the General Capital Projects Fund, Reserve for Major Facilities Expansions and Improvements. The GMP for the construction portion of the project is \$2,348,388 and all other remaining work plus contingencies is \$807,020 for a total project cost of \$3,155,408. The FY2026 Capital Improvement Plan includes adequate funding for this scope of work.

REQUESTED ACTION

1. Approve/Disapprove the Meter Building Conversion Project Utilizing the Competitively Awarded Master Agreement for Construction Management Between Auld & White Constructors and St. Johns County School Board at a Guaranteed Maximum Price of \$2,348,388; and
2. Approve/Disapprove a Budget of \$807,020 for the Remaining Meter Building Conversion Project Work which includes Integrated Life Safety and Security, Furniture and Fixtures, and a 15% Contingency; and
3. Authorize the Mayor and City Manager to execute any agreements that may be required within the scope of the Construction Manager at Risk Delivery Method

ATTACHMENTS

1. Auld & White Constructors GMP - COJB Meter Building Conversion Project
2. Auld & White Piggyback Master Agreement for Construction Management Firm with SJCSB
3. Siemens COJB_ Meter Building Conversion Security Project
4. Siemens COJB_ Meter Building Conversion Fire Alarm Project
5. Perdue 186220 City of Jax Beach Meter Bldg Area A
6. Perdue 186224 City of Jax Beach Meter Bldg Area B



July 14, 2025

Re: COJB Meter Building Conversion
Revised

Luis Flores
City of Jacksonville Beach
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

Dear Luis:

We are pleased to submit our proposal for construction of the COJB Meter Building Conversion based on the drawings prepared by LS3P (see attached Drawing Log), Addendum No. 1 dated June 4, 2025, RFI Response(s) and our Proposal Clarifications.

Our Guaranteed Maximum Amount is: \$ 2,348,387.84.

This Proposal is for acceptance within twenty-one (21) days. Due to the current market volatility with construction materials and labor availability, this proposal is subject to change.

If you wish for us to proceed with this work, please sign in the space below and return to our office. If you have any further questions, please do not hesitate to contact me at (904) 296-2555.

Sincerely,

Jared Vincent
Director of Estimating

JAV/lag

Attachments

ACCEPTED:

CITY OF JACKSONVILLE BEACH

BY: _____

PRINT: _____

DATE: _____

Phase Fee Matrix
COJB Meter Building Conversion
July 14, 2025

ITEM	ITEM DESCRIPTION	COST
1	CONSTRUCTION MANAGER'S PHASE FEE	291,280.00
2	DIRECT PROJECT COSTS	142,198.00
3	DEMOLITION	94,346.00
4	ARCHITECTURAL CONST. REVIEW CHANGES - ALLOWANCE	5,000.00
5	LANDSCAPE / IRRIGATION - ALLOWANCE	3,000.00
6	CONCRETE	35,810.00
7	MASONRY	12,500.00
8	STRUCTURAL STEEL & MISC. METAL	17,492.00
9	STRUCTURAL STEEL MODIFICATIONS - ALLOWANCE	10,000.00
10	ROUGH & FINISH CARPENTRY	21,969.00
11	MILLWORK	39,260.00
12	MILLWORK MODIFICATIONS - ALLOWANCE	2,000.00
13	ROOFING / ACM PANELS	72,185.00
14	SEALANTS / CAULKING / WATERPROOFING	12,091.00
15	DOORS & HARDWARE	118,058.00
16	DOORS & HARDWARE MODIFICATIONS - ALLOWANCE	2,000.00
17	OVERHEAD DOORS	10,555.00
18	STOREFRONT	118,899.00
19	DRYWALL & ACOUSTICAL CEILING	225,871.00
20	STUCCO SYSTEM	8,050.00
21	FLOORING	67,806.00
22	FLOORING MODIFICATIONS - ALLOWANCE	5,000.00
23	PAINTING	17,600.00
24	BUILDING SPECIALTIES	21,888.00
25	BUILDING SIGNAGE - ALLOWANCE	1,500.00
26	WINDOW TREATMENTS	10,575.00
27	WINDOW TREATMENTS MODIFICATIONS - ALLOWANCE	1,000.00
28	PLUMBING	83,750.00
29	FIRE PROTECTION	27,450.00
30	MECHANICAL	233,954.00
31	MECHANICAL MODIFICATIONS - ALLOWANCE	7,000.00
32	ELECTRICAL	294,810.00
33	ELECTRICAL - ALLOWANCE	10,000.00
SUB TOTALS #1		2,024,897.00
	CONTINGENCY	61,000.00
	PRECONSTRUCTION SERVICE'S FEE	8,720.99
	BUILDERS RISK, CONTRACTOR INSURANCES & RISK MANAGEMENT	67,300.00
	PERFORMANCE & PAYMENT BOND	18,000.00
	BUILDING PERMIT FEES	10,580.00
SUB TOTALS #2		2,190,497.99
	CONSTRUCTION MANAGER'S FEE	157,889.85
TOTAL CONSTRUCTION COST		2,348,387.84



Phase Fee Matrix

COJB Meter Building Conversion

July 14, 2025

LINE ITEM	DESCRIPTION	PRE-CON FEES %	EST CONST BUDGET	ACTUAL BID AMOUNT	COSTS
	PRE-CONSTRUCTION Fees (CM Pre-Con % x Est Const Value)	0.50%	\$0.00	\$1,744,197.00	\$ 8,720.99
	(SEE EXHIBIT B FOR PRE-CON RATES)				
CM CONSTRUCTION PHASE FEES					
A	DIRECT COSTS OF THE PROJECT- BIDS		\$0.00	\$1,744,197.00	\$1,744,197.00
	(SEE EXHIBIT A FOR SPECIFIC PM/SUPT RATES)	# HOURS	LABOR RATE		
B	SENIOR PROJECT MANAGER	616	\$ 130.00		\$ 80,080.00
B	SUPERINTENDENT - (Negotiated at Set Hourly Rate)	1760	\$ 120.00		\$ 211,200.00
C	SUBTOTAL- DIRECT COSTS & PM/SUPT (A+B)				\$ 2,044,197.99
D	CONTINGENCY (X % OF C)	CONTINGENCY	3.00%		\$ 61,000.00
E	SUBTOTAL DIRECT COSTS, & CONTINGENCY (C+D)				\$ 2,105,197.99
F	CM FEE (CM OFFICE & FIELD OHP % x E) = (SEE BID PRICING SHEET FOR EACH COST CATEGORY)	7.50%			\$ 157,889.85
		INS FEE %	BOND FEE %		
G	Insurance Costs (Job Specific= % x (E+F))				\$ 67,300.00
H	Bond Costs (Job Specific = % x (E+F)) Note: <\$300k= \$0				\$ 18,000.00
	TOTAL GMP (E+F+G+H)				\$ 2,348,387.84



Proposal Clarifications
COJB Meter Building Conversion
July 14, 2025

Included Items

1. Project Specifications dated May 9, 2025, provided by LS3P.
2. RFI response(s) dated June 4, 2025.
3. City of Jacksonville Beach Building Permit Fees are included as Cost of Work.
4. Payment and Performance Bond.
5. Seven and a half percent (7.5%) sales tax.
6. Builder's Risk Insurance. Owner is responsible for wind and flood damage deductible which is three percent (3%) of contract value or \$25,000, whichever is greater. Owner is responsible for insurance on any Owner procured items outside of the contract unless it is through the formal Owner Direct Purchase Order (ODPO) program for tax savings.
7. We anticipate a 303-calendar day, on-site construction duration.
8. Construction duration quoted for substantial completion. Commencement to be 15 calendar days following issuance of Notice to Proceed, all governmental permits and confirmation of delivery dates for long lead materials.
9. Dewatering, if any, to be accomplished by sump pumping and/or over-excavation of the footing and backfilling, with gravel.
10. Our General Conditions/Construction Manager's Phase Fee include Project Management, On-Site Supervision, Vehicle Allowance, Vehicle Fuel and Cell Phone. Not included in the General Conditions/Construction Manager's Phase Fee are the items listed in Contract Section 8.1.2b2 C-G, as those items are in conflict with Section 9.2 (these items are included in the General Requirements/Direct Project Costs).
11. Lighting Fixtures per the Electrical Plans, not the Architectural Ceiling Plans.



Proposal Clarifications
COJB Meter Building Conversion
July 14, 2025

Excluded Items

1. This proposal does not include material escalations for metals, wood, plastics, etc. or the cost impact of any tariffs or other taxes or embargos, which may be imposed by the United States or any of its trading partners. To the extent the cost of any materials/equipment/items procured in furtherance of this proposal is impacted by the imposition of any tariffs, taxes, or embargos, the actual documented cost of such shall be billed to, and be reimbursed by the Owner, along with any scheduled adjustments necessitated thereby.
2. Surveying for, removal, replacement, or handling of any unsuitable or hazardous materials unless specifically included.
3. Impact fees, pollution charges, concurrency fees, tree mitigation, meter, or utility company fees, if any.
4. Cost of utility/electrical power during construction. Owner to pay for usage.
5. Import of topsoil for landscaped areas. Existing soils onsite are assumed to be acceptable.
6. Exterior painting other than patching at Main Building.
7. Moisture mitigation for flooring and flooring adhesive materials, if required.
8. Owner furnishings: residential appliances, tables, chairs, marker/tack boards, televisions/brackets, artwork, etc.
9. Lightning Protection System.
10. Electrical Contingency (Note 28 on Sheet E-102).
11. Fire Alarm and Fire Sprinkler at Area B (Freestanding Building).
12. Intrusion Control (Burglar) and Camera Systems (CCTV). Stub-ups are included as indicated.
13. Card Access Systems. Stub-ups are included as indicated.
14. Speaker / Intercom Systems.
15. Audio / Visual Systems. Stub-ups are included as indicated.
16. Formal commissioning by Engineer of plumbing, fire protection, mechanical and electrical systems including functional performance testing if required by Authority Having Jurisdiction (AHJ).
17. Emergency Responder Radio / Bi-Directional Amplifier (BDA) Signal strength testing and enhancement system if required due to low signal strength.

Allowances
COJB Meter Building Conversion
July 14, 2025

Allowances – Amounts Included in the Base Price

1. Arch. Constructability Review Changes	\$ 5,000
2. Landscape and Irrigation	\$ 3,000
3. Additional Structural Steel Modifications	\$ 10,000
4. Millwork Changes	\$ 2,000
5. Door & Hardware Changes	\$ 2,000
6. Flooring Changes	\$ 5,000
7. Building Signage	\$ 1,500
8. Interior Window Treatments	\$ 1,000
9. Mechanical Changes	\$ 7,000
10. Electrical Changes	\$ 10,000

Drawing Log
COJB Meter Building Conversion
July 14, 2025

Sheet	Description	Date
ARCHITECTURAL		
G-000C	Cover Sheet	06/03/2025
G-100	Code Compliance Plan – Summaries	05/09/2025
G-101	Overall Existing Code Compliance Plan – Level 1	05/09/2025
G-102	Life Safety Partial Plan – Area A	05/09/2025
G-103	Life Safety Partial Plan – Area B	05/09/2025
AD-101A	Partial Demolition Plan – Area A	05/09/2025
AD-101B	Partial Demolition Plan – Area B	05/09/2025
AD-121A	Demolition Ceiling Plan – Level 1 – Area A	06/03/2025
AD-121B	Demolition Ceiling Plan – Level 1 – Area B	06/03/2025
A-100	Site Details	06/03/2025
A-101	Overall Plan – Level 1	05/09/2025
A-101A	Partial Plan – Area A	06/03/2025
A-101B	Partial Plan – Area B	06/03/2025
A-121A	Partial Reflected Ceiling Plan – Area A	06/03/2025
A-121B	Partial Reflected Ceiling Plan – Area B	06/03/2025
A-200	Exterior Elevation & Building Section – Area A	05/09/2025
A-202	Exterior Elevations – Area B	06/03/2025
A-203	Building Elevation & Building Section – Area B	06/03/2025
A-411	Enlarged Toilet Room Plans & Elevations	06/03/2025
A-412	Enlarged Plans & Elevations	06/03/2025
A-601	Door & Schedules & Elevations	06/03/2025
A-651	Interior Finishes and Room Finish Schedule	06/03/2025
A-801	Finish Plan – Level 1 - Area A & Area B	06/03/2025
A-901A	Signage Plan – Area A	06/03/2025
A-901B	Partial Plan – Area B	06/03/2025
A-902	Signage Details	06/03/2025
STRUCTURAL		
S-000	Legends & Symbols	06/03/2025
S-001	General Notes	06/03/2025
S-101	Slab and Foundation Plan	06/03/2025
S-102	Roof Plan	06/03/2025
S-201	Sections	06/03/2025
S-501	Typical Details	06/03/2025
MECHANICAL		
M-001	Project Information – Mechanical	05/09/2025
M-002	Mechanical Specifications	05/09/2025
MD-101A	Mechanical Demolition Plan – Main Building	06/03/2025
MD-101B	Mechanical Demolition Plan – Meter Building	05/09/2025
MD-102A	Mechanical Demolition Roof Plan – Main Building	05/09/2025
M-101A	Mechanical Plan – Main Building	05/09/2025
M-101B	Mechanical Plan – Meter Building	05/09/2025

Drawing Log
COJB Meter Building Conversion
July 14, 2025

Sheet	Description	Date
MECHANICAL (cont'd)		
M-102A	Mechanical Roof Plan – Main Building	06/03/2025
M-501	Mechanical Details	05/09/2025
M-601	Mechanical Schedules	06/03/2025
PLUMBING		
P-001	Project Information – Plumbing	05/09/2025
P-002	Plumbing Specification	05/09/2025
P-101	Plumbing Plan – Level 1 -Main Building	05/09/2025
P-101A	Plumbing Plan – Level 1 – Main Building	05/09/2025
PD-101B	Plumbing Demolition Plan – Meter Building	05/09/2025
P-101B	Plumbing Plan – Meter Building	05/09/2025
P-501	Plumbing Details	05/09/2025
P-601	Plumbing Schedules	05/09/2025
P-701	Plumbing Riser Diagrams	05/09/2025
FIRE PROTECTION		
FS-001	Fire Suppression Notes	05/09/2025
FS-101	Fire Suppression Plan	05/09/2025
FS-501	Fire Suppression Details	05/09/2025
ELECTRICAL		
E-101	Electrical Legend	05/09/2025
E-102	Project General Notes	05/09/2025
ED-201A	Electrical Demolition Plan – Main Bldg	06/03/2025
ED-201B	Electrical Demolition Plan – Meter Bldg	06/03/2025
E-201A	Lighting Plan – Main Bldg	06/03/2025
E201B	Lighting Plan – Meter Bldg	06/03/2025
E-300	Power Plan – Extended Main Bldg	05/09/2025
E-301A	Power Plan – Main Bldg	06/03/2025
E-301B	Power Plan – Meter Bldg	06/03/2025
E-302A	Power Plan – Main Bldg Roof	06/03/2025
E-401	Electrical Schedules	06/03/2025
E-402	Electrical Schedules	06/03/2025
E-403	Electrical Schedules	06/03/2025
E-501	Power Riser Diagram	06/03/2025
E-502	Telecomm Riser Diagram	06/03/2025
E-601	Electrical Details	05/09/2025
E-602	Electrical Details	05/09/2025
E-603	Electrical Details	05/09/2025
FIRE ALARM		
FA-001	Fire Alarm Legend and Notes	05/09/2025
FA-101	Fire Alarm Plan	05/09/2025

PIGGYBACK Request Form

(Required for purchases utilizing bids from other government entities)

Section 2-1.1. (c) 5. Ordinance Code

Supporting Documents required: Copy of contract, bid and specifications

Requesting Department/Division:	Finance/Property & Procurement
Contact Person:	Luis Flores
Telephone Number:	904-247-6226
Originating Public Entity:	Facilities & Construction St. Johns County School District
Originating Purchasing Agent:	Facilities Specialist: Dennis Ramharry
Telephone Number:	(904) 547-8157
Commodity/Services being purchased:	Construction Management Firm(s) for Continuing Services
Price:	Project specific GMP
Brief description of the contract:	Construction Management Firm(s) for Continuing Services
Contract Effective Date:	2/11/25
Contract Expiration Date:	2/11/26
Renewal Options:	May be extended by one year, for a max of four (4) one (1) year extensions.
Bid/RFP #:	Request for Qualifications RFQ2024-074 and Invitation to Bid ITB2024-075
Bid/RFP Opening Date:	12/19/24
Date of Award:	2/11/25
Awarded Vendor:	Auld & White
Address:	4168 Southpoint Parkway Ste 101, 32216
Contact Person:	Cindy Reis
Email Address:	creis@auld-white.com
Phone:	904-865-2147
Requested by (signature of Department Director):	X

From: [Cindy Reis](#)
To: [Luis Flores](#)
Subject: RE: City of Jacksonville Beach - Public Building Renovations
Date: Tuesday, April 8, 2025 2:08:16 PM

You don't often get email from creis@auld-white.com. [Learn why this is important](#)

Caution: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I spoke with Patrick Snodgrass, head of procurement at SJCSD. He indicated that they would not be opposed to you using the existing CM Continuing Services contract. He said Florida Statutes 6A-1.012 (6) allows other agencies to use an existing contract.

I also spoke with John Burdine at UNF and he said they also allow other entities to use their contract.

Both Patrick and John confirmed that they do not need to provide any documentation “allowing” the use. You would just use the contract/agreement under the same terms and conditions. So it’s up to you which contract you want to use.

Thanks,
Cindy

See below from John Burdine. He said you could also reach out to him if you want to discuss further.

Cindy,

To follow up on our conversation see UNF’s Information for Bidders:
<https://www.unf.edu/procurement/information-bidders.html>. The below language is included.

Use of Agreement by Other Agencies

It is the intent that any agreement resulting from an UNF solicitation be available for use to all units within the University of North Florida, any other educational institution or governmental entity including the State of Florida, its agencies and political subdivisions, counties, cities and any university within or outside the State of Florida State University System. Each entity using such agreement shall do so independently of UNF and shall be solely responsible for its own purchases.

The University reserves the right to add and/or delete elements, or to change any

elements of the coverage and participation, at any time without prior notification and without liability of any kind or amount.

Thank you,

John Burdine, CPPB

Associate Director, Procurement Services

University of North Florida

904-620-1731

www.unf.edu/procurement

Cindy Reis | Project Development Manager – Public Sector

Auld & White Constructors, LLC | **BUILDING YOUR FUTURE**

office 904.296.2555 | direct 904.865.2147



Tim Forson
Superintendent of Schools

40 Orange Street
St. Augustine, Florida 32084
(904) 547-7500
www.stjohns.k12.fl.us

February 28, 2025

SCHOOL BOARD

Beverly Slough
District 1

Anthony E. Coleman Sr.
District 2

Jennifer Collins
District 3

Kelly Barrera
District 4

Dr. Linda Thomson
District 5

Mr. Nathaniel Marty
Auld & White Constructors, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, FL 32216

Re: Master Agreement for Construction Management Firm for Continuing Services

Dear Mr. Marty:

Enclosed please find an original signed and executed copy of your contract (Master Agreement) for Construction Management Continuing Services. The award of this contract was approved by the School Board at its meeting on February 11, 2025.

Sincerely,

Stephen Pauly
Director for Facilities & Construction

SP/dm

Enclosures

cc: Project File

MASTER
AGREEMENT FOR
CONSTRUCTION MANAGEMENT FIRM
FOR CONTINUING SERVICES

BETWEEN

ST. JOHNS COUNTY SCHOOL BOARD
40 Orange Street
St. Augustine, Florida 32084

Hereinafter referred to as the Owner

AND

AULD & WHITE CONSTRUCTORS, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, FL 32216

Hereinafter referred to as the Construction Manager

DATE: FEBRUARY 11, 2025

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**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
FOR CONTINUING ANNUAL CONTRACT SERVICES**

THIS AGREEMENT made effective **February 11, 2025**, and is by and between St. Johns County School Board, a political subdivision of the State of Florida (the "Owner"), and **Auld & White Constructors, LLC, 4168 Southpoint Parkway, Suite 101, Jacksonville, FL 32216, Federal I.D. No. 20-3774396** (the "Construction Manager").

WITNESSETH, that whereas the OWNER intends to periodically implement specific designated construction projects including, but not limited to, new construction, renovations, maintenance and repair projects. Work will be accomplished in accordance with §287.055, §287.057 and §255.20, Florida Statutes, pursuant to the process as outlined below. Projects implemented under this Agreement shall be those having estimated construction costs not exceeding \$7,500,000.

**ARTICLE 1
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between itself and the Owner by this Agreement. The Construction Manager covenants with the Owner to demonstrate high performance to its best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager agrees to exceptional business administration and superintendence and use of the best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

- 1.1. The Construction Team – The Construction Manager, the Owner and the Architect/Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required per the terms of this Agreement. The Architect/Engineer will provide leadership during the design phase with support from the Construction Manager and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

Extent of Agreement – This Agreement for a **Construction Management Firm for Continuing Services, RFQ2024-074 and ITB2024-075**, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The RFQ, ITB, bid, qualification proposal, addenda, attachments, exhibits, Contract form, approved change orders, and any subsequent performance bonds, and corresponding purchase order(s) shall constitute the contract documents between the parties. When drawings, Specifications and other descriptive documents defining the Work to be included under a construction authorization are complete, they shall be identified in the construction authorization issued by the Owner. This Agreement is complementary to the drawings and specifications, Activations, Construction Authorizations, and Purchase Orders and represents the entire agreement between the Owner and the Construction Manager.

- 1.2. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager. Unless sooner terminated as provided in Article 14 hereinafter this agreement shall remain in force for one year, or for a period that may reasonably be required to finish any projects activated prior to this date, including any extra work or extensions thereto. At the Owner's option, this Agreement may be extended by one year, for a maximum of four (4) one (1) year extensions. This Agreement does not guarantee that any Project work shall be issued to the Construction Manager by the Owner.

- 1.3. Definitions

- A. Project – A Project is the total work for any specific activation to be performed under this Agreement. A Project consists of planning, design, permitting, and construction and code inspection for any specific Activation or Construction Authorization within the time frame of this Agreement as necessary to build the component parts of the project.
- B. Activation – A written document issued by the Director for Facilities & Construction, St. Johns County School District (SJCS), authorizing the Construction Manager to proceed with a project. Document will outline acceptance of scope, Guaranteed Maximum Price (GMP), schedule, and other terms and fees associated with completion of the Project.

- C. Architect/Engineer – An Architect/Engineer hired by the Owner for design services related to the Project.
- D. Construction Authorization: The term Construction Authorization shall mean a written work order issued by the Director for Facilities & Construction to the Construction Manager. This work order is based on a defined scope of Project work and Construction Manager's fees for work to be performed prior to issuance of an Activation. Construction Authorizations may be used prior to the date of the Activation and all work performed pursuant to Construction Authorizations shall be subsequently included in the Activation.
- E. Contract Time – The timeframe established by the individual Project Activation or Construction Authorization schedule, consisting of the time allocated to complete all Project work and include at a minimum the Start Date, Substantial Completion Date, and Final Completion Date.
- F. Owner -The St. Johns County School Board (SJCSB), acting through its superintendent or those persons designated by the superintendent to act in its behalf.
- G. Project Permitting and Inspections - The Building Code Administrator, St. Johns County School District, 3740 International Golf Parkway, Suite 200, St. Augustine, Florida, 32092. Telephone (904) 547-8153. The Building Code Administrator is responsible for permitting and code inspections on Projects administered by the Owner.
- H. Owner's Representatives – The Construction Project Manager and their supervisors or designees.
- I. Estimate - The Construction Manager's latest estimate of probable Project construction cost.
- J. Purchase Order - An accounting document generated by the Owner provided to a contractor or vendor. The terms and conditions of the contract documents, except as expressly and clearly modified by the Owner, shall be incorporated in any purchase order.
- K. Construction Project Manager - The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities.
- L. Substantial Completion – The term Substantial Completion as used herein shall mean that point at which the Work, or designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy for its intended purpose, including issuance of a Certificate of Occupancy. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- M. Final Completion – To be determined by the Architect/Engineer and the Owner.
- N. Owner's Construction Budget – Owner's funds budgeted and requested for construction of the Project. The Owner's Construction Budget for each specific Activation includes all Construction Manager fees, costs of the Work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgement of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.
- O. Director – The Director of the St. Johns County School District Facilities & Construction Department.
- P. The Work – The term "Work" means all construction and services reasonably required or inferred by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations. The Work may constitute the whole or a part of the Project whether performed on or off the site of the Project. The Work shall also include labor, materials, equipment and services provided by Subcontractors, sub-Subcontractors, material suppliers or any other person or entity for whom Construction Manager is responsible under or pursuant to the Contract Documents. Construction Manager acknowledges and agrees, to the best of its knowledge after a constructability review, that the Contract Documents are adequate and sufficient to enable Construction Manager to complete the Work, and includes all labor, material and equipment which reasonably may be inferred

to be required or useful for the completion of the Work in accordance with all current applicable laws, codes and standards. Except as provided in Article 14 of this Agreement, in no event shall an act and/or omission of the Owner relieve Construction Manager from its obligation to perform the Work in full compliance with the Contract Documents.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

The services to be provided by the Construction Manager shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Time is of the essence of the Construction Manager's performance of its obligations in this Agreement.

- 2.1 The Construction Manager shall submit a cost proposal for each project based on the scope of services requested by the Owner. Should the Owner and the Construction Manager not reach an agreement on the GMP, fees or other terms and schedules, the Owner reserves the right to cease negotiations for that project and perform the work by other means without affecting the Agreement or any other project. The Owner reserves the right to solicit written proposals from other Construction Managers or contractors and award to the lowest responsive, responsible contractor.
- 2.2 For each project, the Construction Manager shall commence the Work within ten (10) calendar days after receipt of the Notice to Proceed from the Owner.
- 2.3 Pre-Construction Services – Basic services may include pre-construction services, including without limitation, reviewing designs during development for feasibility of construction methods, availability of materials and labor, providing detailed costs estimates of the Cost of the Work developed by using estimating techniques which anticipate the various elements of each Project, advising on the separation of each Project into contracts for various categories of work, developing a construction schedule and developing a GMP for the Work. If pre-construction services are to be provided, Owner shall direct so in the Activation. As part of any pre-construction review, the Construction Manager shall, in accordance with current project schedule requirements, review applicable Construction Schedule, the Total Project Construction Cost, fees for permits and licenses, if any, modifications necessitated by local conditions, other information for a full understanding of each Project, and the Construction Documents. The Construction Manager shall:
 - A. Review the Construction Documents for clarity adequacy of detail, consistency, accuracy and completeness.
 - B. Identify conflicts, omissions or overlaps in the proposed division of work, evaluate the completeness of the intended bid categories, and identify unusual design details affecting construction cost and schedules.
 - C. Apply established value engineering principles and practices to reduce the cost of each Project.
 - D. Identify factors with potential to impact the Construction Schedule such as materials with long lead time, unavailability of labor, and other factors and make suggestions for acceptable alternatives.
 - E. Evaluate and make suggestions to optimize site utilization
 - F. Recommend proposed modifications or alternatives to the review Construction Documents.
 - G. Notify the Owner and Design Professional in writing of any variances between the Construction Documents and applicable laws, statutes, building codes, rules and regulations of which it is aware.
 - H. Notify the Owner and Design Professional in writing of all problems, conflicts, defects or deficiencies in the review Construction Documents of which it is aware or should be aware.
- 2.4 Construction Phase Services
 - 2.4.1 Separate Contracts Planning – The Construction Manager shall review the design with the Architect/Engineer and make recommendations to the Owner and Architect/Engineer with respect to dividing the work in such a manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed.

2.4.2 The Construction Manager shall develop Trade Contractor interest in the project and conduct pre-bid conferences with interested bidders to review the documents, and take competitive bids on the work, and administer the construction as provided herein. The Construction Manager shall develop procedures, acceptable to the Owner, for the pre-qualification of the Trade Contractors.

2.4.3 Solicitation of Bids and Award

- A. Without assuming responsibilities of the Architect/Engineer, and unless waived in writing by the Owner, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurements of long lead items, materials and services, for Subcontractor contracts and for site work and utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:
1. Purchase of materials, supplies, rentals or leases of equipment amounting to less than \$1,000 each may be made without bids or quotes. However, such purchases must be reasonably necessary to expedite work on the project, and these purchases must be documented with a receipt from the vendor. The Construction Manager shall not divide or separate procurements in order to avoid the requirements set forth below.
 2. Contracts **over \$1,000 but not exceeding \$5,000** may be entered into by the Construction Manager with a firm that submits a written quotation to the Construction Manager confirming the scope of work and the amount. The Construction Manager shall not divide or separate procurements in order to avoid the requirements set forth below.
 3. Contracts **exceeding \$5,000 but not exceeding \$25,000** may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal or bid. The Construction Manager shall obtain at least three (3) written proposals from three (3) different firms based on written drawings and/or specification, or provide reason for less than 3 proposals being received. The written proposals shall all be delivered at the location, date and time named by the Construction Manager in his request for proposal or bid. A tabulation of the results shall be furnished to the Owner, Architect/Engineer and to each firm if requested.
 4. Contracts **exceeding \$25,000 but not exceeding \$200,000** may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal or bid. The Construction Manager shall advertise these projects at least once in a newspaper of general circulation in the county where the project is located with the last advertisement appearing at least seven (7) calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time established in the bid advertisement. A tabulation of the results shall be furnished to the Owner, Architect/Engineer and to each firm if requested.
 5. Contracts **exceeding \$200,000 but not exceeding \$500,000** may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal or bid. The Construction Manager shall advertise these projects at least once in a newspaper of general circulation in the county where the project is located with the last advertisement appearing at least twenty-one (21) calendar days prior to the established bid opening date and at least five (5) days prior to any scheduled pre-bid conference. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time established in the bid advertisement. A tabulation of the results shall be furnished to the Owner, Architect/Engineer and to each firm if requested.
 6. Contracts **exceeding \$500,000 but not exceeding \$1,000,000**, may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall advertise these projects at least once in a newspaper of general circulation in the county where the project is located with the last advertisement appearing at least thirty (30) calendar days prior to the established bid opening date and at least five (5) days prior to any scheduled pre-bid conference. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time established in the bid advertisement. A tabulation of the results shall be furnished to the Owner, Architect/Engineer and to each firm if requested.
 7. Site utilities may be acquired at market rates from the entity(ies) providing such in the franchise area.

- B. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect/Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Project Manager and Architect/Engineer in written form.
 - C. For each separate construction contract exceeding \$25,000, the Construction Manager may conduct a pre-bid conference with prospective bidders, the Architect/Engineer and Project Manager. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect/Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
 - D. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding. Construction Manager shall analyze and evaluate results of the various bids and their relationship to the budget and cost estimates, and prepare for review with the Owner and Architect/Engineer a bid tabulation analysis and other supporting data necessary to compare the various bids and their responsiveness to the designed Scope of Work. Specifically review the Scope of Work in detail with apparent low and best bidders and attempt to achieve additional savings through negotiation whenever practical. The Construction Manager shall maintain records of all pre-award interviews with apparent low bidders.
 - E. Prepare and submit written recommendations to the Owner and Architect/Engineer for the award of Trade Contracts by the Construction Manager for all trade packages, whether pursuant to a sealed bid process or otherwise. Promptly award and execute Trade Contracts, and if requested providing fully executed copies of Trade Contracts, insurance certificates and bonds to the Owner.
- 2.4.4 All of the Construction Manager's management and supervisory personnel shall be consistent with the Construction Manager's proposal as provided during the Request for Qualifications and selection process and shall not be removed or replaced without the Owner's written consent. The Owner shall have the right at owner's sole discretion to direct the Construction Manager to remove or replace any personnel whose performance becomes unsatisfactory to the Owner.
- 2.4.5 The Construction Manager shall:
- A. Establish an organization and lines of authority in order to carry out the overall plans of the Construction Team.
 - B. Identify a staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager.
 - C. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the project.
- 2.4.6 The Construction Manager shall establish procedures for coordination among the Owner, Architect/Engineer, Trade Contractors and Construction Manager with respect to all aspects of the Work.
- 2.4.7 The Construction Manager shall perform work in accordance with the following:
- A. Require various Trade Contractors Coordination Drawings as may be necessary to coordinate the work. Implement procedures for tracking and expediting the processing of shop drawings and samples, in coordination with the Architect/Engineer. Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, construction progress, schedule, shop drawing status and other information as necessary. Attend monthly team meetings scheduled by the Architect/Engineer.
 - B. Review the project schedule with various Trade Contractors and review the level of detail to incorporate specific input consistent with the overall completion requirements. Regularly monitor and update the project schedule as the project progresses. Identify potential variances between schedule and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in schedule to meet the scheduled completion date.

- C. Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and Architect/Engineer, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract schedule are not being met.
- D. Be responsible for the acceptance, storage and incorporation into the Work any "Owner-Furnished Contractor-Installed" materials or equipment.
- E. Develop and maintain an effective system of Project cost control, which is satisfactory to the Owner. Revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise the Owner and Architect/Engineer whenever projected costs exceed budgets or estimates.
- F. Maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period for five (5) years after final acceptance of the Work. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after the contract completion of the work. The Owner may obtain copies of any document related to the project. The Owner may audit the Construction Manager's financial records of any or all of the projects assigned under this agreement.
- G. Without assuming any of the Architect/Engineer's responsibilities for design, recommend necessary or desirable changes to the Owner and the Architect/Engineer, review requests for changes and submit recommendations to the Owner and the Architect/Engineer.
- H. Be thoroughly familiarized with the evolving architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications and shall follow the development of design from Preliminaries through Working Drawings. He shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives, including assistance to the Architect/Engineer and Owner, in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of construction and early completion of the project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required. The Construction Manager shall submit to the Owner and Architect/Engineer such comments as may be appropriate concerning construction feasibility and practicality. The Construction Manager shall call to the Project Manager and the Architect/Engineer's attention any apparent defects in the design, drawings and specifications or other documents. The Construction Manager shall prepare an estimate of the construction cost utilizing the unit quantity survey method. At completion of the Construction Manager's review of the plans and specifications, except only as to specific matters as may be identified by appropriate comments pursuant to this section, the Construction Manager shall warrant, without assuming any architectural or engineering responsibility, that the plans and specifications are consistent, practical, feasible and constructible. The Construction Manager shall warrant that the work described in the plans and specifications for the various bidding packages is constructible within the scheduled construction time.
- I. When requested by the Owner or Architect/Engineer, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.
- J. Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors. The OSHA guidelines shall serve as the basis for the construction safety program. Promptly notify the Owner, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project.
- K. Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored on site against theft, vandalism, fire and accidents, as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.
- L. Record the progress of the Project. Keep a daily log available to the Owner and the Architect/Engineer. Provide all daily reports to the Architect/Engineer and the Owner upon request

- 2.4.8 Interfacing – 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 and its relationship to other separate Construction Managers.
- 2.4.9 Job-Site Facilities – The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager, the Owner's representatives and the Architect/Engineer to perform their respective duties in the management, inspection, and supervision of construction. Any job-site facilities required shall be clearly delineated and priced in the GMP and approved by the Owner. The Construction Manager is responsible for proper care, maintenance, and insurance, on all job-site facilities while in his control.
- 2.4.10 Weather Protection – The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature and as to the contract or contracts in which they should be included.
- 2.4.11 Permits – The Construction Manager shall secure all necessary building permits and all necessary utility connection permits.
- 2.4.12 Bonds – In accordance with the provisions of §255.05, *Florida Statutes*, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a 100% **Performance Bond** and a 100% Labor and Materials and **Payment Bond**, each in an amount not less than the total construction cost as defined in Article 9 and inclusive of the Construction Manager's fees, **when the construction cost exceeds \$200,000**. The Owner may require the Construction Manager to furnish a bond Qualifications or modifications to the Owner's bond forms are not permitted. To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:
- A. The Surety Company shall have a currently valid *Certificate of Authority*, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - B. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308, Title 31, of *The United States Code*.
 - C. The Surety Company shall be in full compliance with the provisions of the *Florida Insurance Code*.
 - D. The Surety Company shall have at least twice the minimum surplus and capital required by the *Florida Insurance Code* for the life of the project.
 - E. The Surety Company shall have a minimum rating of "A-" in the latest issue of A. M. Best's Key Rating Guide. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance, to conduct business in this state has been met.
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted
- 2.4.13 Quality Control – The Construction Manager shall supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.4.14 Subcontractor Interfacing – The Construction Manager shall be the single point of interface with all Subcontractors for the Owner and all of its agents and representatives including the Architect/Engineer. He 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 Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. He shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a suspense control system to promote timely response. He shall advise the Project Manager and Architect/Engineer when timely response is not occurring on any of the above.

2.4.15 Job Site Requirements

A. The Construction Manager shall provide for each of the following activities:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
4. Provide labor relations management for a harmonious, productive project.
5. Provide a safety program for the project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
6. Provide quality control as developed under Quality Control herein above.
7. Miscellaneous office supplies that support the construction efforts, which are consumed by his own forces.
8. Travel to and from his home office to the project site as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate written subcontracts to provide and Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements as a direct cost item.

2.4.16 Job Site Administration – The Construction Manager shall provide job-site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings

1. Hold timely progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each Subcontractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements. In addition, regular project status meetings will be held between the Architect/Engineer, Owner and Construction Manager either biweekly or monthly, whichever is designated by the Project Manager. The Construction Manager will be responsible for the agenda, minutes preparation and distribution, and will chair the meetings.
2. Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

3. Identify a party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.
- B. Shop Drawing Submittals/Approvals – Provide qualified staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect/Engineer of such drawings for action, and closely monitor their submittal and approval process.
 - C. Material and Equipment Expediting - Provide qualified staff to closely monitor material and equipment deliveries, including critically important items, and maintain checking and follow-up procedures on supplier commitments of all Subcontractors.
 - D. Payments to Subcontractors - Develop and implement a procedure for review, processing, and payment of applications by Subcontractors for progress and final payments.
 - E. Document Interpretation - Refer all questions for interpretation of the contract documents prepared by the Architect/Engineer to the Architect/Engineer.
 - F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect/Engineer including information on the Subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner and the Architect/Engineer.
 - G. Subcontractor's Progress - Prepare periodic punch lists for Subcontractor's work including unsatisfactory or incomplete items and schedules for their completion, including a pre-substantial punch list.
 - H. Certificate of Occupancy - Ascertain when all requirements of the SJCSO Building Code Administration and the Fire Marshall or other required authority have been met and the Work is ready for a Certificate of Occupancy inspection. Arrange with the SJCSO Building Code Administration for the Certificate of Occupancy inspection and notify the Architect/ Engineer and SJCSO Construction Project Manager of the time and date.
 - I. Substantial Completion - Ascertain when the work or designated portions thereof are ready for the Architect/ Engineer's/Owner's substantial completion inspection. The Construction Manager shall prepare a punch list and complete all items prior to scheduling a substantial completion inspection. From the Architect/Engineer's/Owner's list of incomplete or unsatisfactory items identified during the substantial completion inspection, the Construction Manager shall prepare a schedule for their completion indicating completion dates for the Owner's review. If the Construction Manager wishes the Architect/Engineer to conduct a pre-substantial completion inspection in conjunction with his own forces, the Architect/Engineer may prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule. Additional costs incurred by the Architect/Engineer for pre-substantial inspection shall be the responsibility of the Construction Manager. Any delays due to the inability of the Architect/Engineer to perform a pre-substantial inspection does not relieve the Construction Manager of his responsibility to complete the project within the approved schedule.
 - J. Final Inspection and Completion - Monitor the Subcontractor's performance on the completion of the project and provide notice to the Owner and Architect/Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect/Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion form. All documents shall be duly notarized or witnessed where applicable.
 - K. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.
 - L. Record Drawings - The Construction Manager shall monitor the progress of his own forces or his Subcontractors on marked up field prints that, at project completion, shall be sent to the Architect/Engineer who will prepare the final record drawings.
- 2.4.17 Administrative Records – The Construction Manager will maintain at the home office, on a current basis, files and records such as, but not limited to, the following: contracts; purchase orders; shop drawing submittals and logs; equipment purchase and delivery logs; contract drawings and specification with addenda; warranties

and guarantees; accounting records; proposals and payment requests; meeting minutes; cost estimates; test reports; insurance and bonds; contract changes; design handbooks; as-built marked prints; O & M manuals; progress reports; correspondence; bid award and analysis information and punch lists. The project records shall be available at all times to the Owner and Architect/Engineer for reference, review, audit or copying.

- 2.4.18 Owner Occupancy – The Construction Manager shall provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the project. He shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Managers, "on line" in such conditions as will satisfy Owner operational requirements.
- A. Construction Manager shall conduct the Construction Manager's preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.
 - B. The Construction Manager shall thoroughly familiarize himself and his representatives with all requirements, procedures and inspection milestones as required by the Florida Building Code (current applicable edition) and the Owner's Building Code Administration.
 - C. The Construction Manager shall not call for a Certificate of Occupancy inspection until such time as the building or structure and all required electrical, gas, mechanical, plumbing and fire protection systems are in compliance with technical codes and the drawings and specifications to the best of his knowledge.
 - D. The Construction Manager shall diligently and promptly make the appropriate corrections to any code deficient item.
- 2.4.19 Warranty – Where any work is performed by the Construction Manager's own forces or by Subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect/Engineer, a warranty inspection within an 11-month period after the date of Substantial Completion.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information – The Owner shall provide information regarding its requirements for the Project.
- 3.2 Owner – The Owner shall designate a representative, herein referred to as the Director, who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets, and notify Construction Manager of approved changes in Project. He or she shall render decisions promptly and furnish information on an as needed basis.
- 3.3 Architect/Engineer Agreement – The Owner shall retain an Architect/Engineer for design and to prepare Drawings and Specifications for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect/Engineer, a copy of which will be furnished to the Construction Manager upon written request.
- 3.4 Site Survey and Reports – The Owner shall provide surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description relating to this Project that are within its possession, custody, or control upon written request. The Owner does not warrant the completeness or the current accuracy of any reports.
- 3.5 Approvals and Easements – The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

- 3.6 Legal Services – The Owner shall furnish such legal services as may be necessary for obtaining any approvals or easements and such auditing services as it may require.
- 3.7 Drawings and Specifications – The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.
- 3.8 Cost of Surveys & Reports – The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense.
- 3.9 Project Fault Defects – If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give written notice thereof to the Construction Manager through the Architect/Engineer.
- 3.10 Funding – The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.
- 3.11 Lines of Communication – The Owner and Architect/Engineer shall communicate with the Subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining Project schedules and quality.
- 3.12 Lines of Authority – The Owner shall establish and maintain lines of authority for its personnel and shall provide this definition to the Construction Manager.
- 3.13 Commissioning Agent – The Owner may elect to acquire the services of a commissioning agent to inspect, review documents and /or perform acceptance testing of equipment or systems. The Construction Manager shall assist the commissioning agent as reasonably required.

ARTICLE 4 INSPECTION

- 4.1 Code Inspections – All construction-related Projects require detailed code inspections as set forth in the applicable codes, statutes and laws of the State of Florida. The disciplines subject to inspection include, but are in no means limited to, civil work, general construction, renovations, remodeling, structural, plumbing, electrical, mechanical, and ADA systems.
- A. Inspection personnel will be dispatched from the SJCSO Building Code Administrator.
 - B. The Construction Manager shall notify the Building Code Administrator, St. Johns County School District, 3740 International Golf Parkway, Suite 200, St. Augustine, Florida, 32092, telephone: (904)547-8153, no less than 24 hours in advance that the Work is ready for inspection and before the Work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Building Code Administrator. All costs for uncovering and reconstruction shall be borne by the Construction Manager.
 - C. All inspections shall be made for conformance with the applicable and current building codes, compliance with Drawings and Specifications. The Construction Manager is ultimately responsible for all code compliance.
 - D. Cost for all reinspections of Work found defective and subsequently repaired shall be borne by the Construction Manager.

ARTICLE 5 SUBCONTRACTS

- 5.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Document shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor.

5.2 Proposals - Subject to Article 9 and, in accordance with Article 2.4.3, the Construction Manager shall request and receive proposals or bids from Subcontractors and suppliers and will award those contracts to the qualified low bidder after it has reviewed each proposal and is satisfied that the Subcontractor is qualified to perform the work.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions

5.3.1 Subcontractual Relations - By an appropriate written agreement, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents. Said agreements shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its Sub-Subcontractor. Copies of all contracts with all appropriate required licenses shall be provided to the Owner.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5.3. Each Subcontractor shall similarly make copies of such Documents available to its Sub-Subcontractors.

5.3.2 Subcontract Requirements

- A. On all subcontracts where the bid exceeds \$300,000, the Construction Manager shall require Subcontractors to provide a 100% performance bond guaranteeing the Subcontractor's performance of its obligations and a one-hundred percent (100%) labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance, naming both the Construction Manager and the Owner as obligees. If the Construction Manager wishes to award subcontracts to Subcontractors unable to supply this bonding, it may request special authorization to do so. Prior to awarding subcontracts under this provision, the Construction Manager must obtain the Owner's written approval. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.
- B. Workforce – The Subcontractor must agree to perform no less than fifteen percent (15%) of the awarded subcontract Project construction work utilizing its own employees.
- C. Subcontractor experience – The Subcontractor must have successfully completed no less than two Projects of similar size and complexity within the last five years, or demonstrate a plan for successfully accomplishing the work. Supporting documentation of Subcontractor conformance with this requirement shall be maintained by the Construction Manager and shall be available to Owner and its designees for inspection and copying during normal business hours.
- D. Supervision – The Subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar Project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its Work. Supporting documentation of Subcontractor conformance with this requirement shall be maintained by the Construction Manager and shall be available to Owner and its designees for inspection and copying during normal business hours.
- E. All subcontracts shall provide:
 1. Limitation of Remedy – No damages for delay or disruption.

That the Subcontractor's exclusive remedy for delays or disruptions, except for active interference by the Owner in the performance of the subcontract, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation.

2. Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to Construction Manager within seven (7) calendar days' time in the format in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims. Any such claim must include a time impact analysis as a justification for any equitable time or price adjustment and a Subcontractor's refusal to provide such a timely analysis shall be considered a failure of a conditions precedent to advance the claim in any future litigation.
3. Each subcontract shall include an indemnification provision in accordance with section 725.06(2), Florida Statutes, wherein the Subcontractor shall indemnify and hold harmless the Construction Manager, its officers and employees, 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 the Subcontractor and persons employed or utilized by the Subcontractor in the performance of the subcontract.
4. Each subcontract will require the Subcontractor to include as part of the subcontracted cost of the Work all level 2 screening requirements for any employee that will perform any Work at the Project as required by the Jessica Lundsford Act.

- 5.4 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its Subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.
- 5.5 Subcontracts to be provided. Upon request, the Construction Manager shall include a copy of each subcontract, including the general supplementary conditions, in the Project Manual.

ARTICLE 6

SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 Time is of the essence of Construction Manager's obligations under this Agreement. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion date shall be established by the Construction Manager for Owner's approval. The Construction Manager shall complete its Work by the fixed Substantial Completion date. The Construction Manager acknowledges that its failure to complete the Project by the fixed Substantial Completion will result in substantial damages to the Owner.

At the time the Guaranteed Maximum Price (GMP) is established, the Construction Manager will furnish to the Owner a current Schedule of Values based on the Guaranteed Maximum Price. A revised Schedule of Values is required after contracts between the Construction Manager and Subcontractors are executed, and with each pay request (or at least monthly).

- 6.2 Certificate of Occupancy – The obtaining of the Certificate of Occupancy shall occur as described in section 6.1 hereinabove. Warranties called for by this Agreement and Activations shall commence on the Date of Substantial Completion.
- 6.3 Liquidated Damages – The parties agree that time, in the completion of the work, is of the essence. The Owner reserves the right to establish Liquidated Damages for each individual project Activation or Construction Authorization. The Owner and the Construction Manager recognize and agree that the precise amount of actual damages for delay in the performance and completion of the work is impossible to determine as of the date of execution of the Activation or Construction Authorization and that proof of precise amount will be difficult. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with certainty and which were incurred by the Owner due to the delay.

- A. In the event Liquidated Damages are established for each individual Activation or Construction Authorization, the Construction Manager shall be assessed Liquidated Damages on a daily basis for each calendar day the Contract Time is exceeded due to a Non-Excusable Delay.
- B. In the event the Construction Manager fails to perform any other covenant or condition of this Agreement or Activation relating to the Project work, the Construction Manager shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Construction Manager. These damages shall be in addition to Liquidated Damages.
- C. Nothing in this Article shall be construed as limiting the right of the Owner to terminate the Activation, to require Surety to complete said Project, and to claim damages for the failure of the Construction Manager to abide by each and every one of the terms of this Agreement and Activations.

ARTICLE 7

GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 When the Drawings and Specifications are sufficiently complete to establish the scope of work for the Project or any portion thereof, as generally defined by the design documents to be provided by the Architect/Engineer, the Construction Manager will establish and submit in writing to the Owner for its approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the cost of the Work on the Project or designated part thereof. Such Guaranteed Maximum Price may only be modified for changes in the Project as provided in Article 10. However, the actual price paid for the Work by the Owner shall be: (1) the Cost of the Project, including actual cost of all Work, subcontracts, supply contracts, direct labor costs, direct supervision costs, allowances, contingencies, and direct job costs as defined under Article 9; (2) the Construction Manager's fees.; (3) General Conditions Costs (actual); and (4) Insurance (actual). The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.
- 7.1.2 The Owner reserves the right without recourse to reject a Construction Manager's proposal in the exercise of its business judgement and discretion. The Construction Manager has the obligation to confirm the quantities shown in the Construction Manager's proposals. The Owner has the right to require the Construction Manager to prove the quantities shown in the Proposals by providing additional documentation acceptable to Owner. The Owner also reserves the right to not award a Project if Owner's requirement is no longer valid. In these instances, the Construction Manager has no right of claim to recoup proposal expenses.
- 7.2 GMP Taxes - The GMP will only include those taxes in the cost of the Project that are legally enacted at the time the GMP is established and/or amended. Pursuant to Florida Statutes, the Owner is exempt from sales tax on the purchase of construction material. The Owner has elected to exercise this right and to directly purchase various construction materials, supplies and equipment that may be a part of this Agreement for each Project and Activation. Such direct purchase shall be without any additional cost to Owner. The Owner shall, via Purchase Order (PO), purchase material, and the Contractor shall assist the Owner in the preparation of the Purchase Order. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All GMPs are to be submitted with all applicable taxes included.
- 7.3 The Construction Manager's Contingency, established in the GMP, may be utilized, with the Owner's concurrence, for the following reasons:
 - A. Errors or omissions in the Construction Manager's bidding and scoping processes.
 - B. Reasonable schedule recovery.
 - C. Means, methods, and materials reasonably inferred from the Construction Documents.
 - D. Trade contractor non-performance or default after any bonding reimbursements have been recovered.
 - E. Work not included in the construction documents which are necessary to cause the project to conform to applicable building codes but was not identified during the review of Construction Documents (through no fault of the Construction Manager).
 - F. Other costs incurred by the Construction Manager that are not part of the Cost of the Work.

- 7.4 Adjustments in Contingency Contained Within GMP - When the Project is bid and the majority of the subcontracts have been executed, and 50% of the Work has been completed, the original contingency amount stated within the GMP may be decreased by change order and made available solely for the Owner's use and at the Owner's discretion in proportion to the percent of the work completed. The remaining contingency amount must be equal to or greater than the percentage of the remaining Work to be performed by the Construction Manager as defined in the original scope of work. After bid and award to Subcontractors, GMP buy-out savings shall be added to the construction contingency fund and made immediately available to Owner.
- 7.5 Use of Contingency Contained Within GMP - At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and Work which were previously adopted by the Construction Team and used to determine the Construction Manager's cost of Work. In addition to the cost of Work, a GMP will include an agreed upon sum as the construction contingency fund which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Owner, reflected in the Project Manual and displayed monthly in the report. The Architect/Engineer shall verify the actual costs. If bids are received below the applicable line items in the GMP, the surplus will be added to the Contingency Fund. All unused contingency funds shall revert to Owner, not the Construction Manager.
- If bids are received above the applicable line item in the GMP the deficiency will be taken from the Contingency Fund, provided such funds are available, however such events shall not be cause to increase the GMP.
- 7.6 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work when it benefits the Owner, results in cost and time savings, and is pre-approved by the Owner in writing. Construction Manager may negotiate for performance of this Work for the specified line item lump sum amount or less.
- 7.7 All cost savings for the not-to-exceed value of the GMP shall be returned to the Owner as part of the savings established when final accounting is submitted upon Final Completion of the Work, except as otherwise provided herein or agreed to by the Owner and Construction Manager. "Cost Savings" are the difference between the final GMP and (a) the documented Construction Manager's Fee (b) the expended portions of the contingency, and c) the actual expenditures representing the Cost of the Work as defined in Article 9 herein. Liquidated damages, if any, are different from and are not a part of this calculation. Upon completion of the bidding period, the Construction Manager's contingency will be adjusted so that it does not exceed the contingency percentage agreed upon in the original GMP proposal approved by the Owner. Cost savings resulting from favorable bids will be available for the Owner's use immediately following the bidding period. Changes to the GMP funded by these savings are not eligible for additional Construction Manager's Fee percentage. At the end of each project, any remaining contingency shall be refunded to Owner together with a proportionate share of the Construction Manager's Fee as provided in 8.1.2 A.3.

ARTICLE 8 CONSTRUCTION MANAGER'S FEE

- 8.1 Fee – In consideration of the performance of the Agreement, the Owner agrees to pay the Construction Manager as compensation for services upon acceptance of each individual Guaranteed Maximum Price:
- 8.1.1 Preconstruction Phase Fee – For the performance of the services set forth under Article 2, and the profit and overhead related to these services, the total fee will be established for each specific project and outlined in the written Activation using the established CM Preconstruction Fee percentage provided in EXHIBIT A. The Preconstruction Phase Fee shall be paid in equal monthly payments. The first monthly payment shall become due thirty (30) calendar days following the issuance by the Owner of Notice-To-Proceed and Activation for the Preconstruction Phase Services. The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be established with each specific project and outlined in the GMP proposal.
- 8.1.2 Construction Phase Fee – Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing via Construction Authorization to proceed into the Construction Phase. The Construction Manager's compensation for work or services performed during the Construction Phase shall be

established for each specific project and outlined in the written Activation or Construction Authorization. The Construction Phase Fee shall be paid in equal monthly payments. The first monthly payment shall become due within thirty (30) calendar days following the issuance of the Notice to Proceed by the Director and the final monthly payment shall be paid only when construction of the Project is finally completed to the Owner's satisfaction. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of Work authorized by the Owner.

A. Adjustments in Fee – For changes in the Project as provided in Article 10, the Construction Phase fee shall be adjusted as follows for each Activation or Construction Authorization:

1. The Owner retains the right to review the need for any employees assigned by the Construction Manager and any other fees or construction work at any time during the project. Changes in the GMP, schedule or other fees as outlined in Article 10 may result in adjustments to the Construction Phase Fee by the Owner with the Construction Manager.
2. The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused in whole or in part by or from negligent acts of the Construction Manager or its Subcontractors or suppliers.
3. In the event the scope of work is reduced or after the work is completed, any unused contingency amount is returned to the Owner, the Construction Manager's Fees will be reduced using the established Construction Manager's Fee percentage times the amount of the direct work scope reduction and/or the reduction in contingency.
4. Construction Manager's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended in accordance with section 10.2, regardless of whether delay is caused by any act or neglect of the Owner or the Architect/Engineer, or is attributable to the Owner or the Architect/Engineer, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date. For Compensable Excusable Delays as outlined in 10.2.1 D the Construction Manager may be entitled to additional payment outlined as follows: the Construction Manager's Additional Construction Phase Fee will be adjusted by dividing the original fee by the number of original contract days multiplied by the number of days delayed, assuming the Construction Manager continues with the contractual obligations of on-site staff².

B. Costs and Expenses Included in Fee – The following are included in the Construction Manager's fee for services during the Construction Phase and shall be calculated as outlined in the matrix provided in EXHIBIT A:

1. Home Office Overhead

- a. Salaries or other compensation of the Construction Manager's employees at his principal office and branch offices, including Project Engineer, Project Executives and consultants not at the Project site, including all labor burden, bonuses, etc. associated with those individuals as outlined in EXHIBIT C.
- b. General operating expenses related to this project of the Construction Manager's principal and branch offices.
- c. The costs of all data processing staff.
- d. General home office operating expenses incurred in the management and supervision of the project, including telegrams, phone services, postage, office supplies, expressage, and similar items in connection with the work.
- e. All travel and per diem costs of the Construction Managers' employees and consultants as approved by the Owner.
- f. The costs of estimating services which may be required.

2. Field Office Overhead

- a. Job site office supplies including, but not limited to, paper, pencils, paper clips, file folders, staples, and janitorial supplies.

- b. Salaries or other compensation of the Construction Manager's supervisory, technical, administrative and clerical employees at the job site, excluding the specific assigned Project Manager and Superintendent as outlined in Direct Costs. The Construction Manager's personnel to be assigned to the site during the Construction Phase under the job site management and supervision expenses, their duties and responsibilities and the duration of their assignment will be established for each specific project.
 - c. General field operating expenses incurred in the management and supervision of the project, including office trailer, project signage, communications equipment and services, temporary utilities, water, ice, small tools and consumables, temporary fencing, clean-up and waste disposal, hauling, jobsite toilets, custodial, photographs, permits, testing, telegrams, postage, office supplies, expressage, and similar items in connection with the work.
 - d. Costs of bidding including document reproduction for bid sets, facsimile transmissions, and bid advertisements.
 - e. Leasing of any facilities required for each project including any offsite storage space.
 - f. Costs incurred to provide site safety.
 - g. Costs of surveys, measurements and layout work required as part of the project.
3. Overhead and Profit for Construction Phase – For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase.
4. Amounts due to the Construction Manager under this Agreement for Construction Manager's Fees shall be as set forth on EXHIBIT A.
- C. The fee shall be determined for each specific project and outlined in each Activation or Construction Authorization and shall be paid proportionally to the ratio of the cost of the work in place, excluding stored materials and less retainage (see section 12.1), as it bears on the latest estimate of the total construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the project is finally completed and the Owner accepts occupancy of the project. If construction is authorized only for a part of the project, the fee paid shall be proportionate to the amount of work authorized by the Owner.
- D. Construction Manager's exclusive remedy for any adjustments in the Construction Manager (CM) Fee is as follows: The Construction Manager will not be due any additional CM Fees on increases in the Guaranteed Maximum Price (GMP) that do not exceed 5%. Should the GMP be increased by more than 5% under the terms of Article 10 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional CM Fee for the Construction Phase will be limited to five percent of that portion of the cumulative increases in the GMP that exceed the GMP by more than 5%.

ARTICLE 9 COST OF THE PROJECT

- 9.1 Definition - The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction services and paid by the Construction Manager that are not included in Article 8. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in Article 9. Such payment shall be in addition to the Construction Manager's fees stipulated in Article 8.

Where any cost is subject to the Owner's prior written approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 9 or elsewhere in the Contract Documents, there shall be no duplication of payment in the event any particular items for which payment is requested can be characterized as falling into more than one of the types of compensable or reimbursable categories.

9.2 Direct Cost Items

- A. Cost of all materials, supplies and equipment, not purchased directly by Owner, and incorporated in the Project, including costs of transportation, storage, installation and maintenance. Charges for material shall be the Construction Manager's net actual cost for the purchase of the material required to complete the Work. A reasonable allowance shall be made for waste and scrap. All materials purchased that exceed the quantities required to complete the work shall be returned or sold for scrap, with the proceeds credited to the Owner. Credits for cost reductions available to the Construction Manager due to trade discounts, free material credits, and/or volume rebates will accrue to the benefit of the Owner.
- B. Project Management and Superintendents – Project Management and Superintendent costs will be established for each assigned project as outlined in EXHIBIT A and will be based upon an agreed upon level of effort and hourly rates in EXHIBIT C. Hourly rates will be established for Project Managers and Superintendents to be assigned to each project and will be included as part of EXHIBIT C. Rates to include basic hourly rate, labor burden including the cost of all pension contributions, hospitalizations, bonuses, vacations, medical insurance, taxes for unemployment compensation, and other company overhead expenses for assigned equipment, including vehicle allowances, tools, phones, travel, gas, and per diem. The rates will be established based on audited expenses for each individual.
- C. Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of its Work under Agreement, including fringe benefits not-to-exceed **40%** of base labor. Wages or salaries of the Construction Manager's management or supervisory and administrative personnel when stationed at the site with the Owner's prior written approval, including fringe benefits not-to-exceed **30%** of base labor.
- D. Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to contract under this Agreement, not to exceed the amount agreed upon in the GMP, net of all credits or back charges.
- E. Cost including transportation, installation, maintenance, dismantling and removal of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work; cost on such items used but not consumed which may be turned over to the Owner at the end of the Project; and, cost less salvage value on such items used but not consumed which remain the property of the Construction Manager.
- F. Rental charges on all necessary temporary facilities, machinery and equipment for the specific project only, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a Subcontractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
 - 1. Proposed rental rates and related fair market values for Construction Manager owned (affiliate owned, subsidiary owned, or related party owned) equipment shall be submitted to and approved by Owner prior to being used in connection with the Work. The Projected usage for each piece of equipment proposed to be rented, and estimated total rentals shall be submitted for approval in advance in a form satisfactory to Owner so that an appropriate lease versus buy decision can be made.
 - 2. Each piece of equipment to be rented shall have hourly, daily, weekly, and monthly rates submitted to and approved by Owner in advance before equipment rental charges will be considered reimbursable.
- G. Does not include General Conditions.
- H. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required or permitted to procure by this Agreement specifically for the construction Project. This includes any Subcontractor bonds the Construction Manager deems appropriate, and which were pre-approved in writing by the Owner. Insurance and bond premiums will not be included in the Construction Manager's Construction Phase Fee mark-up and will be shown as outlined in EXHIBIT A.

- I. Sales, use, gross receipts, intangible tax on receivables (less billings on profit included in such receivables) or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- J. The cost of corrective Work subject, however, to the GMP and except for any corrective Work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or its Subcontractors or suppliers.
- K. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- L. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any Work not in conformance with the Drawings and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager. Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractor or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.
- M. If requested by the Owner, the Construction Manager will perform all or a portion of any item in Article 9 for the cost of the work.
- N. Minor expenses at the site, which are directly related such as long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.
- O. Costs for trash and debris control and removal from the site.
- P. Cost incurred due to an emergency affecting the safety of persons and property.
- Q. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8. This includes vehicle allowances and cell phone allowances up to \$130 per month, for the Superintendent, and other full time on-site management staff as approved in writing by the Owner, which costs shall be paid on a reimbursable basis.
- R. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the Work for any item listed on the estimate or GMP breakdown. If the Construction Manager elects to perform all or any portion of the work, the Construction Manager must either submit a bid in accordance with the advertisement or provide detailed documentation based on cost scheduled and quotes to justify economic benefit to the Owner and improvement in the Project schedule **prior to publication of the advertisement**. Any work self-performed by the Construction Manager must be pre-approved in writing by the Owner.
- S. Transportation greater than 100 miles from the site for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and may not exceed the limits established by section 112.061, Florida Statutes.
- T. Costs of all reasonable reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
- U. Costs for watchman and security services for the Project.
- V. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.
- W. Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
- X. Cost for any job site items not referenced herein, not normally provided by the Subcontractors, which will be provided by the Construction Manager as required to complete the Work.

- Y. Cost of utilizing a computer aided design and drafting application (CADD) for record drawings as described in Article 2.3(P)(11). Upon completion of the Work, the Construction Manager shall obtain two (2) sets of disk files from the Architect/Engineer and record to scale all as-built conditions. The disk shall be submitted to the Architect/Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the Owner, at the time of final completion.

9.3 Related Party Transactions

- 9.3.1 For purposes of Section 9.3, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.
- 9.3.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Sub-Contractor Manager, according to the terms of Article 5. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 5.

ARTICLE 10 CHANGES IN THE PROJECT

- 10.1 Change Orders – The Owner and Construction Manager, without invalidating this Agreement, may agree to Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency must be authorized by Change Order signed by the Owner and Construction Manager before the change is implemented.
- 10.1.1 A Change Order is a written order on an approved form to the Construction Manager, signed by the Owner and Construction Manager issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project and shall be itemized in a format satisfactory to the Owner. Execution of a Change Order by the Construction Manager and Owner shall be full compensation or credit for the extra Work included, omitted or substituted. It shall show on its face the adjustment in the time for completion of the Work as a result of the change in the Work. Each Change Order shall include all costs and time related thereto and shall constitute final settlement between Owner and Construction Manager as to all matters relating to the change in the Work which is the subject of the Change Order.
- 10.1.2 Guaranteed Maximum Price - The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:
- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and Owner;
1. The lump sum proposal shall itemize the various components of Work and break out the overhead/profit, labor, labor burden, material, and equipment in a format satisfactory to Owner.
 2. The mark-up on direct, non-Subcontractor costs incurred by the Construction Manager shall not exceed 10%. The mark-up on Subcontractor costs incurred by the Construction Manager shall not exceed 5%. Subcontractor mark-ups for Subcontractor's overhead and profit shall not exceed 10%.
- B. By unit prices stated in the Agreement or subsequently agreed upon;

C. By cost as defined in Article 9 and a mutually acceptable fixed or percentage fee if less than the negotiated fee; or,

1. Such costs shall be only those actually incurred and paid in the performance of the Work. Records in proper form to support the actual costs shall be maintained and available to the Architect, Owner or its representatives at all times.
2. The mark-up on direct, non-Subcontractor costs incurred by the Construction Manager shall not exceed 10%. The mark-up on Subcontractor costs incurred by the Construction Manager shall not exceed 5%. Subcontractor mark-ups for Subcontractor's overhead and profit shall not exceed 10%. The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to ten percent (10%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to include all small tools, safety and consumables), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published rates), plus up to six percent (6%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices. No traveling or living expenses (hotel) shall be applied to change orders.

D. By the method provided in Article 10.1.3.

- 10.1.3 If none of the methods set forth in Article 10.1.2 are agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change, including, in the case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. However, in the event a Change Order is issued under these conditions, the Architect/Engineer will establish an estimated cost of the Work and the Construction Manager shall not perform any such Work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted. Agreement between Construction Manager and Owner of such changes must be documented in writing.
- 10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Construction Completion date may be equitably adjusted by Change Order upon a request for Change Order.
- 10.1.6 The Construction Manager represents and warrants that it (a) experienced and skilled in the construction structures and improvements of the type described in the Contract Documents, and (b) has, by careful examination, satisfied itself as to and has taken into account (i) the nature, location, and character of the

Project site, including, without limitation, the surface, and subsurface (by review of available reports and information) condition of the land and all structures and obstructions thereon, both natural and man-made, and all surface and subsurface (to the extent reasonably identified by review of available reports and information) water conditions of the Project (II) the nature, location, and character of the general area in which the Project site is located; and (iii) all other matters or things which, in the reasonable judgment of the Construction Manager, could in any manner affect the performance of the Work. Notwithstanding the foregoing, in the event this Construction Manager encounters (1) subsurface or otherwise concealed physical conditions that differ materially from known (by review of available reports and information) or identified in the Contract Documents, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in the construction activities contemplated by the Contract Documents ("Differing Site Conditions"), the Construction Manager shall notify the Owner in writing of such conditions and the potential impact on the cost of the Work and schedule in accordance with the procedures set forth in this Agreement. If the Owner, in consultation with the Architect/Engineer, determines that such condition entitles the Construction Manager to an increase in the cost of the Work or time extension, then a mutually-acceptable Change Order will be issued.

10.2 Claims For Additional Cost Or Time

- A. Schedule – The currently approved overall Project schedule shall be the basis for interpreting any and all time-associated provisions of the Contract Documents, including proposed time extensions. If there are any time delays or disruptions during the Project, the Substantial Completion date may be extended by Change Order in accordance with Article 10.2.1. The Construction Manager must provide a Time Impact Analysis (TIA), clearly showing the impact on the current schedule and conclusively providing the validity of the proposed extension.
- B. In order to request additional time or compensation associated with changes or delays, the Construction Manager shall submit a written request for time extension with its request for Change Order and a TIA. The TIA shall demonstrate the time impact of each change or delay based on the date of the change or start of delay on the Construction Manager's current construction schedule. Each TIA shall include how the Construction Manager proposes to incorporate the changes or delays into its construction schedule. Construction Manager's failure to submit the TIA in accordance with this Section shall constitute a waiver and abandonment by Construction Manager of any claims for time related issues.
 - 1. The Construction Manager shall submit the time impact proposal used in a TIA within 10 (ten) days after a delay commences.
 - 2. Where the Construction Manager does not intend to submit a TIA for a specific change or delay within the period of time specified herein, then it is expressly understood that the particular change or delay has no time impact on the Project completion date and no time extension is required or shall be subsequently granted.
- C. Only delays or disruptions, which are determined to extend the critical path for the schedule for constructing the Project, may result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.
- D. The Owner's Representative does not have the authority to allow or require constructive acceleration. Actual acceleration shall only be compensable upon specific written approval by the Director, after receipt of an acceptable Time Impact Analysis and evaluation of a recovery schedule that would reasonably justify such action.

10.2.1 Non-Excusable and Excusable Delays

- A. A Non-Excusable delay is any delay which extends the completion of the Work or portion of the Work beyond the Contract Time and which is caused by the act, fault or omission, in whole or in part of the Construction Manager or any Subcontractor, materialman, supplier, or vendor to the Construction Manager. Delays in obtaining permits caused by the Construction Manager's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject the Construction Manager to liquidated damages.
- B. An Excusable Delay is any delay which extends the completion of the Work and which is caused by circumstances beyond the control of the Construction Manager or its Subcontractors, materialman,

supplier, or vendor to the Construction Manager. The Construction Manager may be entitled to a Contract Time extension for each day the work is delayed beyond the Contract Time due to an Excusable Delay.

- C. The Construction Manager shall document its claim for any time extension in accordance with the requirements of this Article 10. Failure of the Construction Manager to comply with all requirements as to any particular event of Project delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of Project delay.
- D. An Excusable Delay may be Compensable or Non-Compensable. For Compensable Excusable Delay the Construction Manager shall only be entitled to Additional Construction Phase Fee adjustments as outlined in Article 8.1.2 A.4. above.
- E. An Excusable Delay is Compensable only when:
 - 1. The delay causes the Work to extend beyond the Contract Time, **and**
 - 2. The delay is caused by circumstances beyond the control of the Construction Manager or its subcontractors, materialmen, suppliers, or vendors, **and**
 - 3. The delay is caused by an act or omission of the Owner, or of the Architect/Engineer, provided however, delays caused by permitting agencies, whether or not part of SJCSO, are Non-Compensable Excusable Delays to the extent that such delays were not caused by the Construction Manager; permitting delays caused by the Construction Manager are non-excusable delays.
- F. An Excusable Delay is Non-Compensable when:
 - 1. It is caused by circumstances beyond the control of the Construction Manager, its subcontractors, materialman, supplier, or vendor to the Construction Manager, and is also caused by circumstances beyond the control of the Owner, Architect/Engineer and/or permitting agencies, whether or not part of SJCSO, to the extent that such delays were not caused by the Construction Manager, or
 - 2. It is caused jointly or concurrently by the Construction Manager or its subcontractors, materialman, supplier, or vendor to the Construction Manager and by the Owner, the Architect/Engineer, and/or Consultants, then the Construction Manager shall be entitled only to a time extension and no further compensation for the delay, or
 - 3. The delay does not cause the Work to extend beyond the Contract Time.

10.2.2 All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

10.3 Suspension of Work

- A. The Owner shall have the authority to suspend, delay, or interrupt the Work, without cause, wholly or in part for such period of time as the Owner may determine.
- B. If the Work is suspended prior to establishment of the GMP and/or Notice to Proceed, the Construction Manager shall be entitled to Phase Fee services performed to the date of suspension. The Construction Manager shall not be entitled to any Overhead and Profit as outlined in 8.1.3.
- C. If it should become necessary to suspend Work for an indefinite period, the Construction Manager shall store all materials in such a manner that they will not become an obstruction, nor damaged in any way, and it shall take every precaution to prevent damage or deterioration of the work performed. The Construction Manager shall construct temporary structures where necessary to provide for traffic on, to, or from the Project site.
- D. The Construction Manager shall not suspend Work without written order from the Owner's Representative.
- E. In the event that the Construction Manager is ordered by the Owner, in writing, to suspend Work for some unforeseen cause not otherwise provided in the Contract Documents and over which the Construction Manager, its Subcontractors, suppliers or materialmen have no control, the period of shutdown, if it

causes delay in the completion time, may be considered Compensable Excusable Delay as provided elsewhere in the Contract Documents. The period of shutdown shall be computed from the effective date of the Owner's written order to the effective date of the Owner's written order to resume the Work.

- F. No provision of this Article shall be construed as entitling the Construction Manager to compensation for delays due to the following: inclement weather, suspensions made at the request of the Construction Manager, failure of surety, suspensions ordered as a result of the Construction Manager's nonconformance with the Contract Documents, as a result of the Construction Manager's failure to carry out the instructions of the Owner's Representative, or other delays not specifically deemed to be Compensable Excusable Delay as provided for in the Contract Documents.

10.4 Minor Changes In The Project

The Construction Project Manager will have authority to order minor changes in the Work not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order and included in the Project Manual. Changes shall be approved by the Construction Project Manager and the Architect/Engineer.

10.5 Emergencies

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.

**ARTICLE 11
DISCOUNTS AND PENALTIES**

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the Construction Manager for late payment of Cost of the Project will be paid by the Construction Manager provided that Owner has first paid Construction Manager for such Costs of the Project or made the funds available to Construction Manager for such payments.

**ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER**

- 12.1 Monthly Statements - The Construction Manager shall submit to the Owner, via the Architect/Engineer, a sworn statement, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period, including all documentation to represent the Cost, and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Partial Pay Request. Retainage shall not be withheld on services or fees set forth in Article 8 nor for insurance, bonds or temporary facilities which the Construction Manager must pay for in full.
- A. The Construction Manager shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- B. The Construction Manager's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Construction Manager's monthly Application for Payment.
- C. The Application for Payment shall be based upon the Work completed and materials properly stored at the Project. The form of the Application for Payment shall be in a format acceptable to Owner. Each item shall show its total scheduled value, value of previous applications, and value of the application, percentage completed, value completed and value remaining to be completed. All General Conditions items shall be broken out separately on the Schedule of Values. All blanks and columns must be filled in including every percentage completed figure.

- D. The Construction Manager shall not imbalance its Schedule of Values nor artificially inflate any element thereof.
- E. On or before the 15th day of each month after commencement of performance, but no more frequently than once monthly, the Construction Manager may submit an Application for Payment for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Construction Manager and Owner. The Construction Manager shall submit for review, as stipulated elsewhere in the Contract Documents, a draft, or pencil copy of the Application for Payment for review by the Architect/Engineer, the Construction Project Manager and the Construction Manager prior to the submission of the typed, signed and notarized version for certification.
- F. Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Architect/Engineer, the Owner, or both. Said Application for Payment must include signed, partial waivers of lien from all Subcontractors with whom the Construction Manager has entered into a subcontract. Therein, the Construction Manager may request payment for 90 percent [the remaining 10 percent being the Retainage] of that part of the Contract Price allocable to Contract requirements properly provided, labor, material and equipment properly incorporated in the Project.
- G. Said Application for Payment shall include requests for payment on account of changes in the Work that have been properly authorized by a Change Order.
- H. Each Application for Payment shall be signed by the Construction Manager, notarized and shall constitute the Construction Manager's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in compliance with the requirements of the Contract Documents, and that the Construction Manager knows of no reason why payment should not be made as requested.
- I. Prior to payment, Owner or its representatives shall have the right to request Construction Manager's supporting documents for any and all billings included on the Application for Payment. This provision shall apply to all line items, regardless of whether fixed or reimbursable in nature. Items for which the Construction Manager does not provide support acceptable to Owner shall be removed from the Application for Payment. Items removed as a result of this provision may only be added to subsequent Applications for Payment if accompanied by proper supporting documentation and approved by Owner.

12.2 Partial and Final Payments:

- A. Projects with Architect/Engineer acting as Owner's Agent - For projects in which the Architect/Engineer has been designated to provide oversight (acting as Owner's Agent)- Contractor shall submit invoice to Architect/Engineer for review and approval.
- B. Projects that do not have Owner's Agent - Contractor shall submit invoice directly to Owner for review and approval.
- C. Partial Payments
 - 1. Within twenty (20) business days of receipt by the Owner of Construction Manager's monthly Application for Payment containing all of the information required by the Owner, the Owner shall make partial payments to the Contractor on the basis of the amounts certified and approved estimate made for work performed during the preceding calendar month by the Construction Manager, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner. In accordance with section 255.078, Florida Statutes, ten percent (10%) retainage shall be held on all payments until the Project is fifty percent (50%) complete, except when approved by the Owner certain suppliers and Subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) satisfactory completion, the Owner will reduce the retainage from ten percent (10%) to five percent (5%). After fifty percent (50%) satisfactory completion of the Project, the Construction Manager may request payment for up to one-half (1/2) of the retainage held by the Owner, and the Owner will make such payment for all funds not in dispute. Any retainage released and owed by Construction Manager to Subcontractors and suppliers shall be paid by the Construction Manager to Subcontractors and suppliers.

2. If an Application for Payment does not meet the Agreement's requirements, the Owner will reject the payment request within twenty (20) business days after receipt of the Application for Payment, providing directions to the Construction Manager for the actions necessary to correct the Application for Payment. Once a correct proper Application for Payment is received by the Owner, the Owner shall make payment Ten (10) business days after the corrected Application for Payment is received by the Owner or Architect/Engineer.
3. If the Owner employs the Architect/Engineer to observe the as-built conditions and to approve any Application for Payment, the timeframe for payment in Article 12.2 C. 1) above shall be 25 business days after the date a complete satisfactory Application for Payment is received by the Architect/Engineer.
4. The amount of retainage withheld may be reduced by the Owner after the Owner and the Architect/Engineer are satisfied that the Project has been substantially completed in accordance with the Contract Documents so as to permit use of the facility for its intended purposes without unreasonable inconvenience. The reduction of retainage shall be at the sole and exclusive discretion of the Owner. The Owner shall not be responsible to the Construction Manager for any claim or loss that may result from the failure of the Owner to reduce retainage.
5. Upon submission by the Construction Manager of evidence satisfactory to the Owner that payrolls, material bills and other cost and liability incurred by the Construction Manager in connection with the construction of the work have been paid in full or will be paid upon receipt of final payment, final payment on account of this agreement shall be made within thirty (30) calendar days after the completion by the Construction Manager of all work covered by this Agreement and the acceptance of such Work by the Owner on the issuance of Certificate of Final Inspection by the Building Code Administrator. All Applications for Payment must contain conditional partial or full release of liens from Subcontractors, duly notarized.

12.3 Final Payment - Final payment constituting the unpaid balance of the Cost of the Work shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed to the Owner's satisfaction, that the Construction Manager has furnished all waivers and releases of lien, its Contractor's Final Payment Affidavit, and has verified by its signature that it has completed all items required by the Contract Documents, and that this Agreement has been finally performed. However, if there should remain Work to be completed, the Construction Manager and the Owner shall list those items prior to receiving final payment and the Owner may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished Work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed.

12.3.1 If requested by the Owner, a final accounting of the Project, including the submission of job cost records and any other documents as may be required by the Owner and/or its representative(s), pursuant to Article 19 of the General Conditions to this Agreement.

12.4 Payments to Subcontractors and Suppliers

- A. Payments to Subcontractors – The Construction Manager shall promptly, within ten (10) business days after receipt of payment from the Owner, pay all the amount due to all Subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete. After fifty percent (50%) completion of the Project, the Contractor may elect to withhold retainage from payments to its Subcontractors at a rate higher than five percent (5%). The specified amount to be withheld must be determined on a case by case basis and must be based on the Construction Manager's assessment of the Subcontractor's past performance, the likelihood that such performance will continue, and the Construction Manager's ability to rely on other safeguards. The Construction Manager shall notify the Subcontractor in writing of its determination to withhold more than five percent (5%) and the reasons for making that determination, and the Construction Manager may not request the release of such retained funds from the Owner. If there should remain items to be completed, the Construction Manager and Architect/Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the

estimated cost of completing any unfinished items likewise listed separately. Thereafter, the Construction Manager shall pay to the Subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

All Subcontractors shall remit payment due to their suppliers and Subcontractors within seven (7) business days after receipt of payment from the Construction Manager.

Final payment may be made to certain select Subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

- B. Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

- 12.5 Withholding Payments to Subcontractors – The Contractor shall not unreasonably withhold payments to subcontractors if such payments have been made to the Contractor.

- 12.6 The Owner will make payments in one of two methods – either by direct check issuance or credit card (SJCSO e-payables/credit card program process). The Construction Manager must elect which payment option they choose to be paid at the beginning of the contract period. If direct check issuance is chosen, the Construction Manager may elect the e-payable/credit card method at any time during the contract; however, once this option is elected, no further changes may be made unless approved by the Owner. At the Owner's sole option, the Owner may change the direct check issuance to an Automated Clearing House (ACH) method of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

ARTICLE 13 INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

- A. In accordance with section 725.06(2), Florida Statutes, the Construction Manager agrees (other than the work itself and other property insured under Paragraph 13.2(C)) to indemnify and hold harmless the Owner, its officers and employees, from all 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 the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Agreement.
- B. The Construction Manager shall be liable to the Owner for all claims that may arise from the Construction Manager's performance pursuant to this Agreement.
- C. Construction Manager shall indemnify and hold harmless the Owner for any claim matter that arises from the Construction Manager alleged breach of contract with Owner.

13.2 Construction Manager's Insurance

- A. The Construction Manager shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. **The OWNER shall be named as an additional insured on all the policies recited herein and shall be entitled to the fullest coverage permitted by law. All insurance-related documents must indicate the SJCSO Project name and Project number.** If the Owner is damaged by the failure of Contractor to purchase or maintain insurance required under Article 13, then Construction Manager shall bear all costs (including attorneys' fees, paralegal fees, consultant fees and court and settlement expenses) properly attributable to its failure to purchase or maintain the insurance.

- B. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law and any applicable Federal Workmen's Compensation Laws. In case any class of employees engaged in hazardous work under this contract is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- C. Construction Manager's Public Liability and Property Damage Insurance – The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him. The amount of such insurance shall be minimum limits as follows:
1. Comprehensive General Liability Coverages, Bodily Injury & Property Damage
\$ 500,000 Each Person
\$ 1,000,000 Each Occurrence Combined Single Limit
\$ 2,000,000 Aggregate
 2. Automobile Liability Coverages, Bodily Injury & Property Damage
\$ 500,000 Each Person
\$1,000,000 Each Occurrence Combined Single Limit
 3. Excess Liability Umbrella Form:
During the life of the Project, the Construction Manager shall maintain coverage in the amount of \$1,000,000 for Projects with contract values not exceeding \$5,000,000. For Projects with contract values exceeding \$5,000,000, the firm shall maintain coverage in the amount of at least 20% of the contract value or \$5,000,000, whichever is less.

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.
 4. Subcontractor's Insurance - The Construction Manager shall require each Subcontractor to procure and maintain, during the life of the subcontract, insurance with minimum coverage for:
 - a. Comprehensive General Liability Coverages, Bodily Injury & Property Damage
 - b. Automobile Liability Coverages, Bodily Injury & Property Damage
 - c. Worker's Compensation Insurance
 5. Owner's and Construction Manager's Protective Liability Insurance - The Construction Manager shall procure as a cost of the Project and furnish an Owner's and Construction Manager's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability & Property Damage Liability
\$ 500,000 Each Occurrence Combined Single Limit
 6. "XCU" (Explosion, Collapse, Underground Damage) – The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
 7. Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
 8. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

9. Indemnification Rider

- a. To the fullest extent permitted by law, Construction Manager and its Surety shall indemnify, defend and hold harmless Owner, its officers and employees, 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 the Construction Manager and persons employed or utilized by the Construction Manager in the performance of the Work.
 - b. The Construction Manager will include the indemnification provisions of the Agreement as part of all bid documents for the Work in order to comply with section 725.06, Florida Statutes.
 - c. The parties intend for this Agreement to comply with the requirements set forth in section 725.06, Florida Statutes, or other applicable provisions. Notwithstanding anything contained in this Agreement to the contrary, the parties hereby agree to a monetary limitation on the extent of the indemnification provided herein shall be one hundred percent (100%) of the Guaranteed Maximum Price per occurrence. The parties hereby acknowledge and agree that such monetary limitation bears a reasonable commercial relationship to this Agreement and is part of the project specifications or bid documents for the Project, if any.
 - d. The parties agree that if any indemnification provision or portion of any indemnification provision in this Agreement is interpreted in a manner that would cause a violation of any part of section 725.06, Florida Statutes, the indemnification provision or portion of any such indemnification provision that is deemed to be in violation of section 725.06, Florida Statutes, shall be deemed void and unenforceable and the remaining indemnification terms and provisions of this Agreement shall be unimpaired and shall remain in full force and effect.
10. Builder's Risk Coverage - During the life of the project outlined under the Activation, the Construction Manager shall obtain and maintain a "Builder's Risk Policy" in completed value form, as a cost of the Project, issued to provide coverage on an "all-risk" basis including theft. This coverage shall not lapse or be cancelled and shall remain in force until the date of Substantial Completion for the entire Project, or each building within the Project, if applicable. Insurance shall be provided in the name of the Owner and Construction Manager. The Owner shall pay all deductibles under this Builder's Risk Policy. The Owner shall pay for any increases in the Builder's Risk Policy premium associated with or relative to any increase in construction value and/or Owner supplied materials, purchased materials, stored materials, tools, or equipment.
11. Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:
- Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Office of Facilities and Construction. This Certificate shall be dated and show:
- a. The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date, with the Owner listed as an additional insured.
 - b. Statement that the Construction Manager will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - c. Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section commencing at 13.2 and ending with 13.3.

13.3 Waiver of Subrogation

- 13.3.1 Damages Caused By Perils Covered By Insurance - The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their sub-Subcontractors.

- 13.3.2 Loss Or Damage To Equipment Covered By Insurance - The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all Subcontractors and their sub-Subcontractors.
- 13.3.3 Property and Consequential Loss Policies - The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.4 Endorsement of Policies - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the OWNER of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.
- 13.3.5 The Owner shall be an additional insured on all policies of insurance, without waving any indemnity or limitation under the law.

ARTICLE 14

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

- 14.1 Termination by the Construction Manager - If all work on the Project is suspended for a period of thirty (30) calendar days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) calendar days by the Owner and/or Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon fourteen (14) calendar days written notice to the Owner, request payment for all Work executed, the Construction Manager's fees earned to date, and for any proven loss and/or liabilities sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit for work completed and terminal expenses incurred by the Construction Manager.
- 14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause.
- A. If the Construction Manager fails to perform any of its obligations under this Agreement including, without limitation, any obligation it assumes to perform work with its own forces, the Owner may, after fourteen (14) calendar days written notice during which period the Construction Manager fails to perform such obligation or satisfy the Owner of the appropriateness of its response, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Project at the time of termination bears to the probable Cost of the Project upon its completion. If the contract balance is insufficient the Owner may seek recovery against the Construction Manager and /or its surety.
- B. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workers or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) calendar days or more behind schedule) which has been adopted by the Construction Team, or if, upon receipt of payment from the Owner, it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches any provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager fourteen (14) calendar days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials and equipment provided by Construction Manager for improvement of the Project and may finish the Project by whatever method it may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7.

- C. In the event it is determined by a court of competent jurisdiction that sufficient cause did not exist to terminate the Construction Manager in accordance with this Article 14.2, then such termination shall be treated as a Termination by Owner Without Cause, in accordance with Article 14.3, below.

14.3 Termination by Owner Without Cause

- A. If the Owner terminates this Agreement other than pursuant to Article 14.2(B), the Owner shall reimburse the Construction Manager for any unpaid Cost of the Project due the Construction Manager under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project, including a reasonable profit, at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume, accept assignment of and become liable for obligations and commitments that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Construction Manager under such obligations or commitments. The Owner does not assume any responsibility for liabilities of the Construction Manager relating to issues that were in dispute between the Construction Manager or any contractor, subcontractor or supplier existing prior to termination.
- B. After the establishment of the Guaranteed Maximum Price or at the completion of the Preconstruction Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager its proportionate fee due in accordance with Article 8.1 plus any costs incurred pursuant to Articles 9 and 10.

**ARTICLE 15
ASSIGNMENT AND GOVERNING LAW**

- 15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 This Agreement shall be governed by the laws of the State of Florida. For any litigation arising out of or related to this Agreement, sole and exclusive forum for any such dispute shall be in the Circuit Court in and for St. Johns County, Florida.

**ARTICLE 16
NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY**

- 16.1 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of Differing Conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
- A. All claims must be submitted as a Request for Change Order in the manner as provided herein;
- B. The Construction Manager must submit a Notice of Claim to Owner and to the Architect/Engineer within fourteen (14) calendar days of when the Construction Manager was or reasonably should have been aware of the occurrence of the event giving rise to the claim; and
- C. Within fourteen (14) calendar days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.
- D. The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit a timely notice and a Request for Change Order as provided herein.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect/Engineer, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final.
- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Articles 8 and 10, the Construction Manager's exclusive remedy for delays or disruptions in performance of the construction caused by events beyond its control and responsibility, including delays claimed to be caused by or attributable to the Owner or the Architect/Engineer, excepting active interference claims including claims based on breach of contract or negligence, shall solely be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time and reasonable costs incurred as a result of delay. In the event of a change in such work or delay, the Construction Manager's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes directly related to work on site plus 4.5% for overhead and profit. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such self-perform work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17 MISCELLANEOUS

- 17.1 Harmony- Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and its Subcontractors for Work on the Project shall work in harmony with and be compatible with all other labor being used on this Project. Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the *Florida Constitution*.
- 17.2 Apprentices - If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 17.3 Invoices - Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in section 112.061, Florida Statutes governing payments by the State for travel expenses.
- 17.4 Construction Manager's Project Records - The Construction Manager's Project Records shall be maintained as prescribed hereinabove in accordance with the State of Florida General Records Schedule for State Agencies A-1 and shall be made available to the Owner or its authorized representative at mutually convenient times.
- 17.5 Severability - Should any provision of this Agreement be deemed or determined to be unenforceable by a court of competent jurisdiction, the remaining contract provisions shall remain in full force and effect.
- 17.6 Sales Tax Exemption - If Owner determines it to be in its best interests, the Construction Manager may serve as the Owner's agent for the limited purpose of obtaining quotes for materials and to otherwise assist in the procurement of materials that will be purchased directly by the Owner in compliance with chapter 212, Florida Statutes. As part of the Construction Manager's responsibility, it shall administer this procurement process consistent with the following procedures and requirements:
- A. A Purchase Order Requisition Form (in a form acceptable to the Owner and Construction Manager) shall be prepared by the Construction Manager and submitted to the Owner prior to ordering Owner-purchased materials. The requisition form will provide the name, address, telephone number and contact person for the materials supplier; a list of required items, the quantity needed, the price and sales tax associated with the materials, and delivery dates established by the Construction Manager.

- B. The Owner will prepare and issue standard Owner Purchase Order Forms to the Vendors. In conjunction with the execution of the Owner's Purchase Orders, the Construction Manager shall execute and deliver to the Owner, deductive change orders reflecting the full value of all materials directly purchased by the Owner, plus all sales tax savings associated with the materials.
 - C. Provided that the Owner provides sufficient notice to the Construction Manager of the time of delivery, the Construction Manager will be responsible for the following matters relating to the receipt of materials purchased by the Owner: (1) verifying correct quantities; and (2) inspection and acceptance of the goods at the time of delivery. Vendors will forward the invoice directly to the Owner for payment.
 - D. Title to the Owner-purchased materials will vest to the Owner at the time the materials are delivered to the Owner-owned construction site (F.O.B. job site).
 - E. Owner is billed directly by the selling Vendor for purchases of building materials. All discounts are for the account of the Owner.
 - F. The Owner makes payment for the building materials directly to the selling vendor.
 - G. The reasonable costs of all Payment and Performance Bonds, Insurance, and Builder's Risk Insurance shall be a reimbursable expense to the Construction Manager by Owner. The Owner is an additional named insured on the Construction Manager's Builder's Risk Insurance and, in the event of damage or destruction to Owner-purchased materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction, or as is in the best interests of the Owner.
 - H. Construction Manager shall be responsible for coordinating the delivery, storage and incorporation of material purchases made by the Owner pursuant to this section provided that Owner provides reasonable notice to Construction Manager of its material purchases. Once the materials are incorporated into the Project they become the responsibility of the Construction Manager. Failure by the Construction Manager to comply with the tax exemption procedures which results in taxes, fines or damages to the Owner shall be the sole responsibility and liability of the Construction Manager.
- 17.7 Public Entity Crime Information Statement – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 17.8 Unauthorized Aliens - The Owner shall consider the employment by any Construction Manager of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
- 17.9 Electronic Mail Capabilities - The Construction Manager must have electronic mail capabilities through the World Wide Web. It is the intention of the Owner to use electronic communication for all Projects whenever possible. The Construction Manager shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.
- 17.10 Electronic Submittals - All electronic submittals must be in a form acceptable to the Owner.
- 17.11 The Construction Manager and Owner waive any right to seek attorney fees and claims preparation cost.
- 17.12 The Construction Manager shall not present nor recover on any claim from the Owner based on any formula(s), hypothetical or statistical methodologies used in damage computation. The Construction Manager may only recover for damages, which are documented using discreet accounting records, and with pay records that specifically indicate any alleged damage, loss or cost.
- 17.13 The Construction Manager shall comply with, and be responsible for all costs associated thereto, all Federal, State and Local Laws.

- 17.14 The Construction Manager and all Subcontractors/subconsultants must comply with the Jessica Lunsford Act effective September 1, 2005. The Act states that contractual personnel who are permitted access on school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in section 1012.32, Florida Statutes, and must be cleared by St. Johns County School District even if employee has a valid State of Florida-issued badge. Contractual personnel shall include any vendor, individual, or entity performing services on a St. Johns County School District site where students are present.
- 17.15 Construction Manager Evaluations – The Owner will prepare Construction Manager evaluations that will be used for evaluation and consideration of award of future Project work to the Construction Manager. Evaluation factors include, but are not limited to, compliance with Project costs, quality, schedule, Project close-out, payments, documentation, Minority Business Enterprise participation, and coordination with Team Members and schools.

ARTICLE 18 MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

18.1 POLICY

It is an official policy of the SJCSO to encourage the participation of Minority Business Enterprises (MBEs) in its contract awards based upon availability. It is the SJCSO's intent in adopting this article to encourage participation of Minority Business Enterprise in all areas of procurement.

Construction Managers are required to make all efforts reasonably necessary to ensure that Minority-Owned Business Enterprises have a full and fair opportunity to compete for performance on this Project. Construction Managers shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract. The Construction Manager shall prepare a monthly report to summarize MBE participation and provide such report to the Owner with the Application for Payment.

ARTICLE 19 RIGHT TO AUDIT PROVISIONS

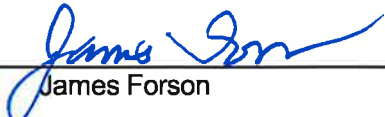
- 19.1 Construction Manager's "records", as referred to in this contract, shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that pertain to rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned (,all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Construction Manager compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the Construction Manager or its payees. Construction Manager shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Construction Manager and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Construction Manager will cooperate fully and will require Related Parties and all of Construction Manager's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.
- 19.2 Construction Manager's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. In the event that the Owner elects to audit the final accounting, the Owner agrees that the auditors will be selected based on mutual agreement between

the Owner and Construction Manager and will only be hired on a Fixed Fee basis (not a contingency basis) at Owner's expense. The Owner may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.

- 19.3 Owner's authorized representative or designee shall have reasonable access to the Construction Manager's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- 19.4 Construction Manager shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts, which include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to the Construction Manager pursuant to this contract.
- 19.5 If an audit conducted in accordance with this Article discloses overcharges or unauthorized charges to SJCS D by the Construction Manager in excess of ten percent (10%) of the total billings under this Agreement, the actual cost of the SJCS D's audit shall be paid by the Construction Manager. If the audit discloses billings or charges to which Construction Manager is not contractually entitled, Construction Manager shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the Construction Manager within 30 days after the audit results are provided to the Construction Manager.

IN WITNESS WHEREOF, **St. Johns County School Board** (hereinafter called the "Owner") by resolution of its authorized body and directing the same and adopted at a regular meeting thereof, duly called and held in the County of **St. Johns, Florida** on Tuesday, the 11th day of February, 2025, has caused these presents to be signed and its corporate seal affixed, attested by its Superintendent, and **Auld & White Constructors, LLC** (hereinafter called "Construction Manager") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

ST. JOHNS COUNTY SCHOOL BOARD

By: 
James Forson

Its: Superintendent

AULD & WHITE CONSTRUCTORS, LLC

Name: Nathaniel T. Marty

Signature: 

Title: Chief Executive Officer

Attest: 
Patricia Evans

(Seal)



EXHIBIT A

4. FINANCIAL REQUIREMENTS - APPENDIX C

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES



ITB2024-075
CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

NAME OF FIRM: Auld & White Constructors, LLC

EXHIBIT A BID PRICING SHEET PRICING TABLE

ITB2024-075 CONSTRUCTION MANAGEMENT CONTINUING SERVICES

BID PRICING SHEET

COLUMN A	COLUMN B UNIT PRICE	COLUMN C UNIT PRICE	COLUMN D	COLUMN E TOTAL
Project Construction Value Category	Pre- Construction Services Fee (%)	CM Fees For Services Including All Office And Field Overhead & Profit (%)	Estimated Total Project Construction Value To Be Assigned Over 5 Years (ANNUAL AMOUNT)	Total Value Of Pre- Construction And CM Fees ((COLUMN B + COLUMN C) X COLUMN D)
\$1.00 to \$500,000 (YEAR 1)	0.00%	13.50%	\$ 500,000.00	\$ 67,500.00 -
\$1.00 to \$500,000 (YEAR 2)	0.00%	13.50%	\$ 500,000.00	\$ 67,500.00 -
\$1.00 to \$500,000 (YEAR 3)	0.00%	13.50%	\$ 500,000.00	\$ 67,500.00 -
\$1.00 to \$500,000 (YEAR 4)	0.00%	13.50%	\$ 550,000.00	\$ 74,250.00 -
\$1.00 to \$500,000 (YEAR 5)	0.00%	13.50%	\$ 550,000.00	\$ 74,250.00 -
\$500,001 to \$2,000,000 (YEAR 1)	0.65%	10.35%	\$ 2,000,000.00	\$ 220,000.00 -
\$500,001 to \$2,000,000 (YEAR 2)	0.65%	10.35%	\$ 2,000,000.00	\$ 220,000.00 -
\$500,001 to \$2,000,000 (YEAR 3)	0.65%	10.35%	\$ 2,000,000.00	\$ 220,000.00 -
\$500,001 to \$2,000,000 (YEAR 4)	0.65%	10.35%	\$ 2,500,000.00	\$ 275,000.00 -
\$500,001 to \$2,000,000 (YEAR 5)	0.65%	10.35%	\$ 2,500,000.00	\$ 275,000.00 -
\$2,000,001 to \$5,000,000 (YEAR 1)	0.50%	7.50%	\$ 5,000,000.00	\$ 400,000.00 -
\$2,000,001 to \$5,000,000 (YEAR 2)	0.50%	7.50%	\$ 5,000,000.00	\$ 400,000.00 -
\$2,000,001 to \$5,000,000 (YEAR 3)	0.50%	7.50%	\$ 5,000,000.00	\$ 400,000.00 -
\$2,000,001 to \$5,000,000 (YEAR 4)	0.50%	7.50%	\$ 5,500,000.00	\$ 440,000.00 -
\$2,000,001 to \$5,000,000 (YEAR 5)	0.50%	7.50%	\$ 5,500,000.00	\$ 440,000.00 -
\$5,000,001 to \$7,500,000 (YEAR 1)	0.25%	5.30%	\$ 7,500,000.00	\$ 416,250.00 -
\$5,000,001 to \$7,500,000 (YEAR 2)	0.25%	5.30%	\$ 7,500,000.00	\$ 416,250.00 -
\$5,000,001 to \$7,500,000 (YEAR 3)	0.25%	5.30%	\$ 7,500,000.00	\$ 416,250.00 -
\$5,000,001 to \$7,500,000 (YEAR 4)	0.25%	5.30%	\$ 7,500,000.00	\$ 416,250.00 -
\$5,000,001 to \$7,500,000 (YEAR 5)	0.25%	5.30%	\$ 7,500,000.00	\$ 416,250.00 -
TOTALS			\$ 77,100,000.00	\$ 5,722,250.00 -

NOTES:

1. Column C –Job Specific Project Management and Field Supervision should not be included in this percentage figure. Project Management and Field Supervision will be negotiated separately for each individual project based on pre-approved hourly rates, duration, and complexity of project.
2. Column D estimated total project construction values listed by year are for bidding evaluation purposes only and are not guarantees of any work to be assigned. The District reserves the right to exceed the estimated annual amounts in any year in any category and the Contractor agrees to perform any such additional work at the same Fee percentages provided in the Bid Pricing Sheet.

Page 2 of 2
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ITB2024-075 Selection of Construction Management Firm(s) for Continuing Services
November 2024

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EXHIBIT B

Construction Manager's Fee Calculation Sheet "Sample" Bid Pricing Sheet

GMP CALCULATION WORKSHEET

LINE ITEM	DESCRIPTION				COSTS
		PRE-CON FEES %	EST DIRECT COSTS	ACTUAL BID AMOUNT	
	PRE-CONSTRUCTION Fees (CM Pre-Con % x Est Const Value) (SEE EXHIBIT A FOR PRE-CON RATES)	1%	\$ 190,000.00		\$ 1,900
CM CONSTRUCTION PHASE FEES					
A	DIRECT COSTS OF THE PROJECT- BIDS (SEE EXHIBIT C FOR SPECIFIC PM/SUPT RATES)			\$ 190,000.00	\$ 190,000
B	PROJECT MANAGER	# HOURS	LABOR RATE		
B	SUPERINTENDENT (Negotiated at Set Hourly Rate)	40	\$ 80.00		\$ 3,200
		80	\$ 55.00		\$ 4,400
C	SUBTOTAL- DIRECT COSTS & PM/SUPT (A+B)				\$ 199,500
D	CONTINGENCY (X % OF C)	CONTINGENCY %			
		3%			\$ 5,985
E	SUBTOTAL DIRECT COSTS, & CONTINGENCY (C+D)				\$ 205,485
F	CM FEE (CM OFFICE & FIELD OHP % x E)= 8% (SEE BID PRICING SHEET FOR EACH COST CATEGORY)				\$ 16,439
G	Insurance Costs (Job Specific= % x(E+F))	INS FEE %	BOND FEE %		\$ -
H	Bond Costs (Job Specific = % x (E+F)) Note: <\$300k= \$0				\$ -
	TOTAL GMP (E+F+G+H)				\$ 221,924

EXHIBIT C

4. FINANCIAL REQUIREMENTS - APPENDIX C

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES



ITB2024-075
CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

NAME OF FIRM: Auld & White Constructors, LLC

EXHIBIT C CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Owner

SJCSD

Facilities and Construction

Project Managers

Assigned by Owner

Architect/Engineer

Assigned by Owner

Construction Manager Key Personnel and Hourly Billing Rates

PERSON'S NAME	ROLE IN FIRM	HOURLY BILLING RATE \$ (INCLUDING Labor Burden) NOTE1
Brett Nansen	Sr. Project Manager	\$130.00
Jim Klepzig	Project Manager	\$125.00
Dan Clark	Superintendent	\$120.00
Chris Staffey	Superintendent	\$120.00
Tim Hagerty	Superintendent	\$120.00
Steven Floyd	Superintendent	\$120.00
Carlos Gil	Superintendent	\$120.00

NOTE 1: For Project Manager and Superintendent ONLY- Hourly Rates to include basic hourly rate, labor burden including the cost of all pension contributions, hospitalizations, bonuses, vacations, medical insurance, taxes for unemployment compensation, and other company overhead expenses for assigned equipment, including vehicle allowances, tools, phones, travel, gas, and per diem. The rates will be established based on audited expenses for each individual and will become a part of the contract. For each project the actual amount of time will be negotiated for Project Management and Supervision and will be included as a Direct Cost.

ITB2024-075 Selection of Construction Management Firm(s) for Continuing Services
November 2024

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NOTE 2: Firms may submit an updated Exhibit C at renewal each year, with a rate change which cannot exceed the CPI increase for the previous calendar year or 4%, whichever is lower.

**Selection of
Construction Management Firm(s)
For Continuing Services**

**Request for Qualifications
RFQ2024-074
And
Invitation to Bid
ITB2024-075**



**Facilities & Construction
St. Johns County School District
3740 International Golf Pkwy, Ste. 200
St. Augustine, FL 32092
Phone (904)547-8150
FAX (904)547-8155**

www.stjohns.k12.fl.us

November 2024

SELECTION OF THE CONSTRUCTION MANAGEMENT FIRM FOR CONTINUING SERVICES

This RFQ and ITB are parts of a 2-step selection process. RFQ2024-074 is part 1 of the process, ITB2024-075 is part 2 of the process. Responses for both the ITB and RFQ must be submitted at the same time in order for your firm to be considered. Proposals for the RFP and Bid are to be submitted in separate sealed envelopes.

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PART 2 – ITB2024-075

INVITATION TO BID ITB2024-075 (INCLUDED AFTER APPENDIX C OF PART 1)

I. GENERAL INFORMATION:

1.0 INTRODUCTION:

- A. The selection of the Construction Management Firm, in connection with the construction of various projects assigned, will be accomplished in accordance with §287.055, §287.057 and §255.20, *Florida Statutes*, pursuant to the process as outlined below.
- B. St. Johns County School District (SJCS D, SJCS B, St. Johns County School Board, or the DISTRICT) is issuing this Request for Qualifications (RFQ2024-074) as well as the accompanying Invitation to Bid (ITB2024-075) to interested firms for the purpose of selecting Construction Management firm(s) to provide continuing services. Both the response to the RFQ and the response to the ITB shall be submitted at the same time in **SEPARATE SEALED ENVELOPES**. The resulting contract will be with an individual company (the CONTRACTOR) for the provision of Construction Management Continuing Services for the DISTRICT. This two-step process is further described in Section III of this document.
- C. The DISTRICT seeks firm(s) that have experience providing the same or similar services to school districts, municipalities and governmental entities and desires to enter into a multi-year contract with the DISTRICT for such services.
- D. It is the intent of St. Johns County School District to select no fewer than four (4) firms, but not more than seven (7) firms to provide these services. Should St. Johns County School District receive fewer than four proposals in answer to the Request for Qualifications, the Director for Facilities & Construction will determine if a readvertisement is necessary.
- E. The selected RESPONDENT(s) will be required to execute a standard form contract as adopted by the DISTRICT for use with this contract for services.
- F. After selection and contract(s) have been awarded to the Construction Manager firm(s), the DISTRICT reserves the right to compete each individual project (purchase order) between at least two Contractor firms, or to directly award a project to the Contractor determined to be in the best interests of the DISTRICT. The Contractor will be required to provide pricing in accordance with the Bid Pricing Sheet as outlined in ITB2024-075 included herein.
- G. Notice of Direct Purchase - Sales Tax Exempt

The Owner is exempt from sales tax on the purchase of construction material. The Owner has elected to exercise this right and therefore directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to Owner. The Owner shall, via Purchase Order (PO), purchase material, and the Contractor shall assist the Owner in the preparation of the Purchase Order. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. **All documents are to be submitted with all applicable taxes included.**

1.1 DEFINITIONS:

- A. **DISTRICT**: When used in this document, the words "DISTRICT" or "SJCS D" will be intended to denote the geographic area or the organization's administrative staff, dependent upon the context in which they are used. The words "School Board," "SJCS B," or "St. Johns County School Board" will be intended to denote the elected body of governing officials for the entity.
- B. **CONTRACTOR**: Represents all references to the awardee.
- C. **RESPONDENT**: Any individual, sole proprietorship, firm, corporation or other entity who submits an offer for materials and/or services (as the basis for award of contract) in response to a RFQ/ITB. At times in context, RESPONDENT may mean the intended CONTRACTOR.
- D. **SUBCONTRACTOR**: An entity with a contractual relationship to a CONTRACTOR who the CONTRACTOR proposes to use to perform a portion of its obligations.

1.2 CONTRACT DOCUMENTS; PRIORITY OF DOCUMENTS; CONSTRUCTION OF DOCUMENTS:

- A. The St. Johns County School Board reserves the right to accept or reject any proposal in the best interest of SJCSDB.
- B. SJCSDB reserves the right to award the contract to the next most-qualified firm if the successful firm does not execute the standard form of agreement, begin the contracted services within 15 days, or if an acceptable fee cannot be negotiated.
- C. A contract shall be released, after award, for any work to be performed as a result of this two-step process. The RFQ, ITB, bid, qualification proposal, addenda, attachments, exhibits, contract form, approved change orders, and any subsequent performance bonds, and corresponding purchase order(s) shall constitute the contract documents between the parties.
- D. In the event of a conflict or ambiguity among the contract documents, then precedence shall be given in the following order: Activations, approved change order, the Contract, Addenda, RFQ, Performance Bond/Standby Letter of Credit, ITB, the Bid, Qualification Proposal, and Attachments and Exhibits lastly.

1.3 CONTRACT TERM:

The agreement will be for an initial term of one (1) year, and at the DISTRICT'S sole discretion it may renew for four (4) additional one (1) year periods. The total term of the agreement (including all renewals) shall not exceed five (5) years.

1.4 EQUAL OPPORTUNITY COMPLIANCE:

RESPONDENTS affirm by submitting their responses they are equal opportunity and affirmative action employers and shall comply with all applicable Federal, State and local laws and regulations.

1.5 GRATUITIES AND KICKBACKS:

Any employee or any official of the DISTRICT, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the DISTRICT, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the DISTRICT, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the DISTRICT, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

1.6 PUBLIC RECORDS LAW:

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFQ or the subsequent ITB shall not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all RESPONDENTS in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded CONTRACTOR to comply with all requirements of Chapter 119.0701 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the contract awarded by the DISTRICT.

1.7 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public

building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, SUBCONTRACTOR, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

The RESPONDENT certifies by submission of a response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the CONTRACTOR will execute and deliver to the DISTRICT the appropriate federal debarment certification form within three (3) business days.

1.8 DISPUTE:

- A. Any actual or prospective bidder, proposer or CONTRACTOR who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Deputy Superintendent of Operations, or designee (hereinafter "Hearing Officer") immediately, but no later than 72 hours after final evaluations of both the RFQ and ITB or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 1.8 I. *infra*, which will initiate the 72-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the final evaluations of both RFQ and ITB or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next St. Johns County School Board (SJCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.
- B. The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.
- C. The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time, not to exceed 30 days. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.
- D. All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.
- E. The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.
- F. The Hearing Officer shall issue his/her decision within two (2) working days of the completion of the protest hearing.
- G. The Hearing Officer's decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.
- H. The SJCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.
- I. Any protest specification objection shall be generally treated as set forth in paragraph 1.8 A. *supra*. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.

1.9 INSTRUCTIONS TO RESPONDENTS:

THE RFQ AND ITB DOCUMENTS WILL BE REVIEWED IN DETAIL AT AN INFORMATION CONFERENCE HELD AT 3740 INTERNATIONAL GOLF PKWY, STE. 200, ST. AUGUSTINE, FLORIDA ON TUESDAY, DECEMBER 3, 2024 AT 1:00 P.M.

Potential respondents are advised to hold all comments, questions and items for clarification until the Information Conference.

All responses to the RFQ and ITB must be **received no later than 2:00 p.m. on December 19, 2024 or as modified by any SJCSJ issued Addenda.** If a response is transmitted by US Mail or other delivery medium, the RESPONDENT shall be responsible for its timely delivery to **SJCSJ, Office of Facilities & Construction**, 3740 International Golf Pkwy, Ste. 200, St. Augustine, FL 32092.

Responses not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the DISTRICT.

All questions and requests for clarification from potential RESPONDENTS shall be submitted in documented format to the Facilities and Construction Facilities Specialist. Such requests may be mailed to the address as shown above or e-mailed to Dennis Ramharry, Facilities Specialist, at dennis.ramharry@stjohns.k12.fl.us. Questions submitted subsequent to the deadline as shown above will not be addressed.

Additions, deletions or modifications to information contained in the RFQ or ITB as a result of questions received will be presented to all potential RESPONDENTS by means of a written addendum, if necessary.

No verbal or written information that is obtained other than by information in this document or by addendum to this RFQ or ITB will be binding on the DISTRICT.

1.10 EX PARTE COMMUNICATIONS:

Ex parte communication, whether verbal or written, by any potential RESPONDENT or representative of any potential RESPONDENT to this RFQ and ITB with DISTRICT personnel involved with or related to the RFQ and ITB, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the RESPONDENTS' proposal.

Ex parte communication, whether verbal or written, by any potential RESPONDENT or representative of any potential RESPONDENT to this RFQ and ITB with Board members is also prohibited and will result in the disqualification of the RESPONDENT.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective RESPONDENT are necessary for, and solely related to, the ordinary course of business concerning the DISTRICT'S existing contract(s) for the materials or services addressed in this RFQ and ITB (but in no event shall any existing vendor intending to submit a bid initiate communications to any member(s) of the St. Johns County School Board; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

1.11 SUBMITTALS/PRE-QUALIFICATION:

- A. Each RESPONDENT shall submit sufficient information to allow an assessment of its capacity, resources, experience, planning capability and financial status to successfully manage and operate a construction management services program. The determination of whether or not a RESPONDENT is qualified to participate in the next phase of solicitation will be based upon this information. Categorical qualification assessments will be performed in accordance with Section II of this selection manual. Failure to submit the required information in any area below shall render the RESPONDENT non-responsive and the RESPONDENT will be deemed disqualified for further consideration.
- B. RESPONDENTS who fail to obtain an acceptable determination for each and every criterion shall be deemed unqualified.
- C. The St. Johns County School District is prequalifying all contractors who intend to submit bids and proposals for all construction projects. All firms submitting proposals shall be required to include a completed prequalification package with their RFQ/ITB submission if not already prequalified.

1.12 LEGAL AWARENESS AND COMPLIANCE:

- A. It shall be the responsibility of the CONTRACTOR to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in

any manner affect the items covered herein which may apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility.

- B. Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
- C. JESSICA LUNSFORD ACT: At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.467 F.S. Contractual personnel shall include any vendor, individual or entity under contract with the DISTRICT. (Additional information is available at www.stjohns.k12.fl.us) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility (including but not limited to all associated costs of fingerprinting, background checks, and maintenance fees). In addition, the SJCSB requires a more stringent background check than Section 1012.467 F.S. Therefore, all contractor employees must be processed through SJCSB per School Board Rule 7.142.

1.13 PERMITS AND LICENSES:

The CONTRACTOR shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the DISTRICT.

1.14 RECORDS AND REPORTS:

Audit: The DISTRICT shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract(s) (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of CONTRACTOR, including, but not limited to those kept by CONTRACTOR, its employees, agents, assigns, successors and SUBCONTRACTORS. CONTRACTOR shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to SJCSB, through its employees, agents, representatives, CONTRACTORS or other designees, during normal business hours at CONTRACTOR's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location which is convenient for the DISTRICT. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the DISTRICT may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied. If the DISTRICT engages an independent, third party auditor, and the third party auditor makes material findings equaling 3% or more of the aggregate annual contract value, then the CONTRACTOR shall pay all costs and expenses associated with the audit.

1.15 INSURANCE REQUIREMENTS:

Proof of the following insurance shall be continuously furnished by the awarded CONTRACTOR to the DISTRICT by Certificate of Insurance. **THE ST. JOHNS COUNTY PUBLIC SCHOOL DISTRICT, FLORIDA, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR CLAIMS ARISING UNDER THE CONTRACT ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE DISTRICT.**

II. **INSTRUCTIONS TO PROPOSERS: RFQ2024-074 INSTRUCTIONS REQUEST FOR QUALIFICATIONS AND EVALUATION PROCEDURES**

1.0 **GENERAL INSTRUCTIONS**

- A.
 - One manually signed original and four (4) photocopies of the complete RFQ response must be sealed in a single envelope and clearly marked, **"RESPONSE TO REQUEST FOR QUALIFICATIONS: RFQ2024-074 – CONSTRUCTION MANAGEMENT CONTINUING SERVICES"** on the outside of the package.
 - Additionally, one manually signed original of the response to the ITB must be sealed in a **SEPARATE** envelope clearly marked, **"RESPONSE TO INVITATION TO BID: ITB2024-075 – CONSTRUCTION MANAGEMENT CONTINUING SERVICES"** and submitted at the same time (See Instructions contained in ITB2024-075.)
 - Once accepted, all original responses and any copies of responses become the sole property of the DISTRICT and may be retained by the DISTRICT or disposed of in any manner the DISTRICT deems appropriate.
- B. The RFQ response must contain a manual signature of an authorized representative of the responding firm.
- C. Any questions concerning the request for qualifications should be directed to Stephen Pauly, Director, Facilities and Construction, at (904) 547-8160.
- D. Your response must arrive to the District address no later than the time and date stated in the advertisement or the extended date as established by any subsequent issued amendment in order to be considered.
- E. Responses received after the scheduled receipt time will be marked "TOO LATE" and will be returned unopened to the respondent.
- F. SJCSO is not liable for any costs incurred by the proposers prior to the issuance of an executed contract.
- G. Contents of the proposal of the successful firm(s) will become part of the contractual obligations.
- H. Proposals should respond to each item noted in the order noted. Identify responses with the same paragraph notation as this RFQ.
- I. Proposals must be typed or printed. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections may be allowed after proposals are opened.
- J. Applications that do not comply with these instructions or those that do not include the requested data will not be considered. Selections will be made in accordance with §287.057, *Florida Statutes*.
- K. The selected firm(s) will be notified via email and announcement of selected firm(s) will be posted in the lobby of the Office of Facilities & Construction, 3740 International Golf Pkwy, Ste. 200, St. Augustine, FL 32092, during regular business hours by the date and time in the solicitation.

2.0 **REQUIRED SUBMITTALS AND SCORING USED TO COMPARE AND EVALUATE FIRMS**

The applicant's response will be in the format as outlined below. The Selection Committee will objectively evaluate the firm's abilities in accordance with the scoring matrix provided in **Appendix A**:

RFQ SCORING (100 POINTS TOTAL)

- A. **Letter of Interest (15 points):** Letter of interest detailing the firm's qualifications to meet the referenced selection criteria, including years in business.

- B. **Location Rating (5 points):** The location in miles of the proposed primary operating office that will have direct responsibility for this project to the Office of Facilities & Construction, 3740 International Golf Parkway, Suite 200, St. Augustine, FL 32092. If outside of St. Johns County, describe any factors to be considered for mitigating distance relationships. Rating Table Appendix B will be used to evaluate scoring.
- C. **Business Structure (Corporation, Joint Venture, Partnership) (5 points):** Registration to operate as a corporation in the State of Florida by the Department of State, Division of Corporations. Current State General Contractor License, Certification or Registration, as required under *Florida Statutes*. Statement whether proposer is a joint venture or prime/subcontractor arrangement of two firms, and if so, indicate how the work will be distributed between the partners. Firms must be properly registered to practice their profession in the State of Florida at the time of application.
- D. **Financial Capability (5 points):** Scoring will be based upon information provided by the Proposer in the following documents:
1. Completed Experience Questionnaire and Contractor's Financial Statement (Appendix C). The firm's financial capability is to be expressed in the financial statement, and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project.
 2. Audited or reviewed financial statements from the last three (3) years and a letter from the firm's bonding agent. The financial capability should also include the bonding capacity of the firm. The letter from the bonding agent must indicate the firm's aggregate and individual bonding capacities and the A.M. Best Rating of the Surety Company. The Surety Company shall have a minimum rating of "A-" in the latest issue of A. M. Best's Key Rating Guide. The firm will be required to bond on GMP for multiple projects as assigned.
 3. Describe and explain any litigation, major disputes, contract defaults, and liens in the past ten years.
- E. **Insurance Program and Safety Record (5 points):** Please describe your insurance program and safety program, to include accident/injury rate for the past 10 years.
- F. **Related Building Experience (20 points):** Provide Past experience, including examples of renovations, refurbishment, repairs and new construction projects completed by the firm. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.
1. List the projects that best illustrate the experience of the firm and current staff that are being assigned to this project. (List no more than 10 projects, and do not list projects completed more than 10 years ago.)
 - a. Name and location of the project
 - b. The nature of the firm's responsibility on this project
 - c. Project owner's representative name, address and phone number
 - d. Project user agency's representative's name, address, and phone number
 - e. Date project was completed or is anticipated to be completed. Provide comparison of original scheduled completion to actual completion date.
 - f. Size of project (gross sq ft of construction)
 - g. Cost of project (construction cost) – provide comparison of original contract amount with final contract amount
 - h. Work for which the staff is responsible
 - i. Present status of this project
 - j. Project Manager and other key professionals involved with projects, and who of that staff that would be assigned to this contract.
 2. References: Provide recommendations of previous owners and architects received within the last 3 years.

G. **Scheduling and Cost Control and Information System (5 points):** The firm's scheduling system and cost-control system should be described. Methods for assuring subcontractors' adherence to schedule should be highlighted. A comparison of the firm's project profile should indicate their ability to hold to original schedules and budgets. The firms should describe any representative current projects and the projected, versus the actual, schedule of each. Describe the functions and capability of your computer-based project management and information system.

1. Do you use or provide computer-generated schedules for the management of construction?
2. To what level of detail should a construction schedule be defined? How do you schedule the processing of shop drawings?
3. How do you coordinate development of schedule information from subcontractors?
4. What is your experience in handling crew loading and coordinated construction scheduling?
5. What is your experience in cost loading of schedules?
6. Attach a sample schedule which best illustrates your overall scheduling capabilities.

H. **Staffing (30 points)**

1. Total Staff and Firm's Experience Profile: Identify the relative size of the firm, including management, technical, and support staff.
2. Office Staff and On-Site Staff: Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of St. Johns County School District to insist that those indicated as the project team in this RFQ response actually execute the project.

3. **Office Staff including Technical Staff (10 of 30 total Staffing points):**

This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization that it can draw upon, as needed. This includes management, technical, and support staff. Specifically identify technical staff proposed to be associated with the implementation of this contract- project managers, engineers, supervisors, estimators, etc.

- a. Describe the capabilities of your technical staff to provide the technical services required for:

- 1) Options Analysis
- 2) Design Review
- 3) Budget Estimating
- 4) Value Engineering
- 5) Life Cycle Cost Analysis
- 6) Construction Scheduling
- 7) Quality Control (Design & Construction)
- 8) Constructability Analysis
- 9) Cost Control
- 10) Change Order Negotiation
- 11) Claims Management
- 12) Project Closeout
- 13) Transition Planning
- 14) Security Systems

- b. Give a brief resume of other key office staff persons to be assigned to the project, including but not limited to:

- 1) Name and title
- 2) Job assignment for other projects
- 3) Percentage of time to be assigned full time to this project
- 4) State number of years with this firm
- 5) State number of years with other firms
- 6) Experience
- 7) Types of projects
- 8) Size of projects (dollar value & SF of project)
- 9) What were the specific project involvements?

- 10) Education
- 11) Active registration
- 12) Other experience and qualifications relevant to this project
- 13) Note which projects were fast-tracked

4. On-Site Staff (20 of 30 total Staffing points):

Similarly, the ability and experience of the field staff will be evaluated with specific attention to project related experience. Give brief resume of the on-site staff to be assigned to the project, including but not limited to:

- a. Name and title
- b. Job assignment for other projects
- c. Percentage of time to be assigned full time to this project
- d. Number of years with this firm
- e. Number of years with other firms
- f. Experience
- g. Types of projects
- h. Size of projects (dollar value and SF of project)
- i. Specific project involvement
- j. Education
- k. Active registration (P.E., G.C., etc.)
- l. Other experience and qualifications relevant to this project
- m. Note which projects were fast-tracked.

I. Knowledge of the District and Local Conditions (7 points): The firms should demonstrate their knowledge of the SJCSO, local codes and ordinances, local subcontractors and suppliers as an indication of their ability to deliver quality workmanship in an effective and timely manner.

J. Minority Business Enterprise (M/WBE) Participation (3 points): SJCSO encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFQ. An M/WBE is defined by SJCSO as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by a minority or women.

- If the Proposer is a Certified M/WBE by a Certified M/WBE approver, approved by the State of Florida, the Proposer shall indicate its certification number in its Proposal and a copy of the Certificate is to be provided in the licensing and certificate section of the proposal package

III. SELECTION PROCESS

1.0 The Selection Committee will consist of five (5) to seven (7) personnel within various SJCSO administrative departments.

A. 2-Step Selection Process – RFQ2024-074 and ITB2024-075

1. The final selection will be made based upon cumulative points assigned under the separate RFQ and ITB processes as outlined below. A maximum total of 200 points possible may be assigned for each proposal received and evaluated – 100 points maximum for the RFQ selection process and 100 maximum points for the ITB selection process.
2. The RFQ selection process shall be conducted prior to the ITB selection process. ITB proposals received will not be opened until the RFQ selection process has been concluded and rankings and points assigned.
3. Once the RFQ process is complete, ITB information will be evaluated and points assigned.
4. Both the points for the respective RFQ and ITB selection processes will be added and all proposers will then be ranked based on the cumulative total points assigned (maximum 200 point total).
5. The District will then determine the final number of firms to be selected based on the maximum points assigned to each proposer.

6. Contracts for the management, overhead and profit fee will be executed with those firms ranked highest by the District and as approved by the Board. The percentage figures provided by the Proposer in the ITB selection process will be the established percentage figures for all work assigned under this contract for the duration of the entire contract period.

B. RFQ2024-074 SELECTION PROCESS

1. The Selection Committee will review all proposals received on time, and score in accordance with the RFQ guidelines and criteria.
2. The Selection Committee will consider and approve the ranking order of the firms. The Committee may establish a “cut-off” point limit in which to only further evaluate proposals that meet or exceed the “cut-off” point limit. Only those firms above the RFQ “cut-off” point limit will be considered under the Step-2 ITB Process.

C. ITB2024-075 SELECTION PROCESS

1. After completing the RFQ selection process, the Selection Committee will open and review all ITB proposals previously received on time. The bid opening will be **January 16, 2025 at 10:00AM**, at the Office of Facilities & Construction, 3740 International Golf Parkway, Ste. 200, St. Augustine, FL 32092.
2. In establishing the ITB points assigned, the Selection Committee will review and verify the percentage figures and total calculated contract amount outlined in the ITB proposal form.
3. All proposals evaluated will then be ranked from lowest to highest cost to the District for all work assigned based upon the total figure provided in the ITB proposal form. 100 points will be assigned to the firm whose proposal provides the least cost to the District for all construction management fees calculated for work assigned as outlined in the Bid Pricing Sheet-Pricing Table of the ITB. Subsequent proposals will then be assigned points based on a graduated declining scale system (based upon the percentage of cost above the firm with the lowest cost proposal).
4. Points assigned to each proposal under the ITB selection process will then be added to the previous points assigned in the RFQ selection process. The cumulative point total will then be used to rank all firms for final selection.

APPENDIX A

Construction Manager Continuing Services Contract Selection Matrix

PROJECT NO. RFQ2024-074 AND ITB2024-075

Project Name: CONSTRUCTION MANAGEMENT CONTINUING SERVICES CONTRACT

DATE: January 10, 2025 RFQ-ITB Due

Project Budget: \$ 29,750,000 OVER 5 YEAR PERIOD

Construction budget: Each Project Assigned NTE \$7,000,000

Project Budget: \$ 29,750,000 OVER 5 YEAR PERIOD							Date of RFQ Evaluation: February 2025										Date of ITB Evaluation: February 2025						
SELECTION COMMITTEE	PROFILE						RFQ2024-074 EVALUATION										ITB2024-075 EVALUATION						
	CORPORATION / JOINT VENTURE	FINANCIAL STATEMENT	YEARS IN BUSINESS	TOTAL STAFF	TOTAL TECHNICAL STAFF	LOCATION-MILES FROM PROJECT SITE	LETTER OF INTEREST	LOCATION RATING	Corp Structure/FINANCIAL CAPABILITY	INSURANCE PROGRAM & SAFETY RECORD	RELATED BUILDING EXPERIENCE	SCHEDULING / COST CONTROL	OFFICE STAFF	ON-SITE STAFF	KNOWLEDGE OF SITE AND LOCAL CONDITIONS	MINORITY BUSINESS UTILIZATION (M/WBE)	TOTAL - RFQ POINTS	RFQ RANKING	TOTAL VALUE OF CONSTRUCTION CM FEES	TOTAL ITB POINTS	GRAND TOTAL	FINAL RANKING	
	DATA						15	5	10	5	20	5	10	20	7	3	100		DATA	100	200		
	CM FIRM 1																						
	CM FIRM 2																						
	CM FIRM 3																						
	CM FIRM 4																						
	CM FIRM 5																						
	CM FIRM 6																						
	CM FIRM 7																						
	CM FIRM 8																						
CM FIRM 9																							
CM FIRM 10																							

APPENDIX B
LOCATION RATING TABLE

Office of Facilities & Construction
3740 International Golf Parkway, Suite 200
St. Augustine, FL 32092

MAXIMUM OF 5 POINTS ALLOWED FOR THIS EVALUATION CRITERIA

Location of primary office where majority of work is to be performed

(Primary Office Location)
(5 pts Max)

ST. JOHNS COUNTY	5
SURROUNDING COUNTY	3
ELSEWHERE IN FLORIDA	2
OUTSIDE FLORIDA	1

APPENDIX C

EXPERIENCE QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT

OWNER'S INSTRUCTIONS

The information listed in the Experience Questionnaire and Contractor's Financial Statement Forms is required to be filed with soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions.

The bidder is required to complete all the attached forms. If the bid is a Joint Venture, then each Corporation, Partnership or Individual that is a party to the Joint Venture must complete, individually, each form. All references to "Fiscal Year" in this questionnaire will mean the fiscal year of the bidder filing this form. *If additional space is required, please attach supplementary pages.*

Heading: Project Title - Indicate title of project as shown in the specifications.

Location - Project location as shown in the specifications.

Sections 1&2: Trade or Trades Being Bid - Insert in box(es) on Page 15 the code number(s) listed below which represent the trade(s) for which you are qualified to bid:

<u>Trade</u>	<u>Code Number</u>
Building Construction	1
Electrical	2
Elevator	3
Food Service	4
Heating, Ventilating & Air Conditioning	5
Laboratory Equipment	6
Landscaping	7
Plumbing	8
Power Plants (Boilers, Equipment & Piping)	9
Refrigeration	10
Roofing	11
Sanitary (Sewage Treatment Plants, Pumping Stations, etc.)	12
Other _____	13

Sections 3-52: Complete in accordance with form.

Section 53: Under "C," list previous business name or names and the number of years you have done business under these names within the past 10 years.

Section 54: From your present payroll, indicate the number of individuals in each category in the "Current" column. Estimate the maximum and minimum number of employees over the previous 3 fiscal years in each category.

Sections 55-61: Complete in accordance with form.

Section 62:

- 1) In Column "C," insert "S" if a subcontractor or "P" if a prime contractor. The balance of section to be completed in accordance with form.
- 2) Billings for 3 fiscal years - Insert year and amount.
- 3) Work-in-progress at the end of the past 3 fiscal years - same as above.

EXPERIENCE QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT

Project Title _____

Location _____

Insert code number of trade or trades for which you are qualified to bid on the basis of previous experience in accordance with attached detailed instructions, each in its respective box below:

1.

2.

3. Is your organization currently prequalified with any governmental agency? _____ If so, please list.

4. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification?

If so, please list and describe _____

5. Submitted by _____

Address _____

Date _____

6. (Check below)

A Corporation ()

A Co-Partnership ()

An Individual ()

A Joint Venture ()

The Contractor acknowledges that this Experience Questionnaire and Financial Statement is made for the express purpose of inducing the Owner to whom it is submitted to award a contract to the Contractor. Further, the Contractor acknowledges that the agency may, at its discretion, by means that the Owner may choose, determine the truth and accuracy of all statements made by the contractor herein.

FINANCIAL STATEMENT

As of _____ Date

If audited or reviewed Financial Statement have been provided, do not complete Lines 7-50 and indicate attachment.

ASSETS

7. CASH* \$ _____

ACCOUNTS RECEIVABLE

8. From Government Contracts Completed _____
9. From Non-Government Contracts Completed _____
10. Claims included in 8 and 9 not yet approved or in litigation \$ _____
11. From Government Contracts in Process _____
12. From Non-Government Contracts in Process _____
13. Claims included in 11 and 12 not yet approved or in litigation _____
14. Retainage included in 11 and 12 _____
15. Other** (list) _____

NOTES RECEIVABLE

16. Due within 90 days** _____
17. Due after 90 days** _____

INVESTMENTS

18. Listed Securities - Present Market Value _____
19. Unlisted Securities - Present Value _____

BID DEPOSITS

20. Recoverable within 90 days _____
21. Recoverable after 90 days _____

ACCRUED INTEREST

22. Receivable on Notes _____
23. Receivable on Investments _____
24. Other (list) _____

25. REAL ESTATE (BOOK VALUE OR MARKET, WHICHEVER IS LESS) _____

26. INVENTORIES (NOT INCLUDED IN RECEIVABLE BILLING AND AT PRESENT VALUE) _____

27. EQUIPMENT--NET BOOK VALUE _____
(SUPPLY LIST BY COST, DEPRECIATION, NET BOOK VALUE)

OTHER ASSETS

28. Contract Costs in excess of Billings \$ _____
29. Cash Surrender Value of Life Insurance _____
30. Receivables from Officers and Employees _____
31. Other (list) _____

FINANCIAL STATEMENT
(continued)

32. TOTAL ASSETS \$ _____

*Do not include deposits for bids or other Guarantees

**Do not include receivables from officers and employees

ACCOUNTS PAYABLE

33. Due within 1 year _____

34. Due after 1 year _____

NOTES PAYABLE

35. Due within 1 year _____

36. Due after 1 year _____

37. Officers and Employees _____

38. TAXES PAYABLE _____

39. ACCRUED AND ACTUAL PAYROLL PAYABLE _____

40. MORTGAGES PAYABLE _____

OTHER LIABILITIES

41. Federal Income Tax Provision _____

42. Deferred Income _____

43. Other (list) _____

NET WORTH

44. (If individual proprietorship or partnership) _____

CAPITAL STOCK

45. Common Issued and Outstanding _____

46. Preferred Issued and Outstanding _____

47. Treasury Stock \$ _____

CAPITAL SURPLUS

48. Earned Surplus Prior Years _____

49. Earned Surplus Current Year _____

50. TOTAL LIABILITIES AND NET WORTH \$ _____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

51. Dated this _____ day of _____, 20____

Name of Organization

By: _____

Title: _____

EXPERIENCE QUESTIONNAIRE

52. If a Corporation, answer this:

Date of incorporation _____

In what State _____

Name of Officers _____

President _____

Vice President _____

Vice President _____

Secretary _____

Treasurer _____

If a Partnership or Individual Proprietorship, answer this:

Date of organization _____

If a partnership, state whether partnership is general, limited association _____

Name and address of Partners _____

53. a. How many years has your organization been in the construction business? _____

b. How many years under your present business name? _____

c. How many years under previous business name? (List other names) _____

SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES

EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

EXPERIENCE QUESTIONNAIRE

(Continued)

NUMBER OF FULL-TIME PERSONNEL WITHIN YOUR ORGANIZATION

	Current	Maximum	Minimum
54. a. Clerical Personnel	_____	_____	_____
b. Engineers & Architects	_____	_____	_____
c. Supervisors, Foremen, or Superintendents	_____	_____	_____
d. Skilled Employees including Technicians	_____	_____	_____
e. Unskilled Employees	_____	_____	_____
f. Estimators	_____	_____	_____
g. Total number of Full-Time Personnel	_____	_____	_____

55. WHAT IS THE CONSTRUCTION EXPERIENCE OF THE PRINCIPALS AND SUPERVISORY PERSONNEL OF YOUR ORGANIZATION? (Asterisk any personnel likely to be assigned to project being bid.)

PRINCIPAL'S NAME	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

56. SUPERVISORY PERSONNEL	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

57. Within the previous 3 fiscal years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof. _____

58. Within the previous 3 fiscal years has your organization been involved in litigation? _____. If so, please list and explain nature and current status.

EXPERIENCE QUESTIONNAIRE

59.

- a. List all non-SJCSD contracts completed by your organization in the previous 3 fiscal years. (If more than 10, list the 10 most recently completed.)

Name of Owner	Name, Location & Description of Project	Type of Work	Name of Design Architect and/or Design Engineer	Original Contract Price	Completion Dates:		
				Final Contract Price	Original	Revised	Actual

EXPERIENCE QUESTIONNAIRE
(Continued)

b. List all SJCSO contracts (only) completed by your organization in the previous 5 fiscal years.

Name of Owner	Name, Location & Description of Project	Type of Work	Name of Design Architect and/or Design Engineer	Original Contract Price	Completion Dates:		
				Final Contract Price	Original	Revised	Actual

With reference to all contracts completed by your organization in the previous fiscal years, as listed previously, answer the following questions:

60. Explain differences in original contract price and in completion dates, if any.

61. Were there any liquidated damages, penalties, liens, defaults or cancellations imposed or filed against your organization?

If so, list the name and location of the project, as shown in Column A, explain.

EXPERIENCE QUESTIONNAIRE

STATUS OF UNCOMPLETED CONTRACTS

As of _____
(DATE)

62. Give full information about all of your present contracts. In Column C insert "S" if a subcontractor or "P" if a prime contractor, whether in progress or awarded but not yet begun; and regardless of with whom contracted.

A Project Description Location & Owner	B Design Architect And/Or Design Engineer	C Total Amount of Your Contract Or Subcontract	D Amount In Column C Sublet To Others	E Uncompleted Amount of Contract
Total				

EXPERIENCE QUESTIONNAIRE
(Continued)

COMPLETE THE FOLLOWING:

Net Total Billings for Previous 3 Fiscal years:

20____\$_____

20____\$_____

20____\$_____

Average Backlog for Previous 3 Fiscal Years: (Estimated total value of uncompleted work on outstanding contract)

20____\$_____

20____\$_____

20____\$_____

End of Appendix C



INVITATION TO BID

www.demandstar.com

NOVEMBER 2024

Bid Number: ITB2024-075 (also see RFQ2024-074)

Facilities Specialist: Dennis Ramharry, (904) 547-8157

Bid Title: CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

Services Term: Initial Term of 1 year commencing upon award with 4 annual renewal options

Bids Received: **No later than 2:00 PM, December 19, 2024.** Bids received prior to this date will be evaluated per Part I, Selection Process on Page 11 of the RFQ. All bids received after the specified date and time will be returned unopened.

Submit Proposals/Bids To:

SJCSD Office of Facilities & Construction
3740 International Golf Pkwy, Ste. 200
St. Augustine, FL 32092

Special Requirements:

This ITB is part 2 of a 2-step selection process. RFQ2024-074 is part 1 of the process and responses for both the ITB and RFQ must be submitted at the same time in order to be considered. Separate Proposals for the RFP and Bid are to be submitted in separate sealed envelopes.

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the bidder. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number and title, opening date and time.

Legal Name of Bidder: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Toll Free: _____ Fax: _____

Email Address: _____ Internet URL: _____

Federal ID # or SS #: _____ Duns #: _____

Addenda _____ through _____ received. (if applicable)

Original Manual Signature of Authorized Representative: _____

Printed/Typed Name of Authorized Representative: _____

Title: _____ Date: _____

ITB2024-075

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

The following documents are to be returned with this response to the Invitation to Bid:

- 1. Bidder Acknowledgement (page 1 - front page of this ITB2024-075 document)**
- 2. Conflict of Interest Certificate (page 4)**
- 3. EXHIBIT A – Bid Pricing Sheet and following page with Bid Pricing Sheet - Pricing Table (pages 7 and 8)**

SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to St. Johns County School District, Facilities & Construction, 3740 International Golf Pkwy, Ste. 200, St. Augustine, Florida 32092. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. **Late bids are not considered** and will be returned unopened.

******* NOTE *******

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened. The response to the ITB must be sealed in a **SEPARATE** envelope clearly marked, **"RESPONSE TO INVITATION TO BID – ITB2024-075" – CONSTRUCTION MANAGEMENT CONTINUING SERVICES "**

Faxed or e-mailed bids will not be accepted.

BID EVALUATION PROCEDURES

Bids will be received publicly at the date and time specified in the ITB. Bids will not be opened at this time. ITB proposals will be subsequently evaluated in accordance with the conditions as outlined in RFQ2024-074, Section III. The bid opening will be Tuesday, January 21, 2025, at 10:00 AM at the Office of Facilities & Construction, 3740 International Golf Parkway, Ste. 200, St. Augustine, FL 32092. After final review and selections are complete, arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

The results of this selection will be posted in the lobby of the Office of Facilities & Construction, 3740 International Golf Pkwy, Ste. 200, St. Augustine, FL 32092, during regular business hours by 4:00PM on January 24, 2025. Notice of Intent will be sent via email to selected bidders. Contract Award will be made subsequent to approval by the St. Johns County School Board. Bid results or award recommendations will not be given by telephone.

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

GENERAL CONDITIONS

1. RESERVATIONS: St. Johns County School District reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of St. Johns County School District.

St. Johns County School District reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon St. Johns County School District services, products or workmanship which is, in the opinion of St. Johns County School District, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of St. Johns County School District to damages for the breach of any covenants of the contract by the contractor. St. Johns County School District also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing services similar in nature to those services mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, St. Johns County School District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, St. Johns County School District reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of St. Johns County School District thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID, THE FIRM SHOULD CONTACT THE PROJECT MANAGER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING THE FIRM'S BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR FOR FACILITIES AND CONSTRUCTION.

3. TAXES: St. Johns County School District is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8013988912C-0.

4. DISCOUNTS: all discounts to be included in bid price.

5. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

7. ORIGINAL BIDS: All original bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil **will not** be accepted. Respondents shall submit one manually signed original (see Section I of the RFQ2024-074 for the RFQ Proposal requirement).

8. The required completed Forms outlined in the Bid Pricing Sheet shall be submitted with the ITB proposal. These items **are not to be included** in the response to RFQ2024-074 and must be submitted in a separate sealed envelope marked as outlined in RFQ2024-074 Section I. 1.0 B. Introduction.

ITB2024-075

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of St. Johns County School District requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named St. Johns County School District official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 4455 Avenue A, Suite 101, St. Augustine, St. Johns County, Florida, prior to bid opening.

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-547-8155):

St. Johns County School District
Facilities & Construction
3740 International Golf Pkwy, Ste. 200
St. Augustine, Florida 32092

We are unable to submit a bid at this time due to the following reason(s):

Name of Firm: _____

Signature and Title: _____

Street Address or P.O. Box: _____

City, State, Zip Code: _____

SHOULD YOU CHOOSE TO RETURN THIS NO-BID FORM: RETURN ONLY THIS FORM. DO NOT RETURN BID PACKAGE.

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish a continuing contract for Construction Management services. The initial term of the contract will be for 1 year commencing on the award date with 4 annual renewal options at the discretion of the Owner.
2. **AWARD:** Award will be in accordance with Section III of the RFQ2024-074.

In the event of tie bids - In the bidding process, when identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
 - a) a vendor that is located in St. Johns County, Florida.
 - b) a vendor that is located in the State of Florida.
 - c) a coin toss by the Director for Facilities & Construction or designee shall be held at the location where the bids were opened. The tie low bid vendors will be invited to be present as witnesses.
3. **QUESTIONS:** Any questions and/or request for additional information should be directed to Dennis Ramharry, Facilities Specialist, via email at dennis.ramharry@stjohns.k12.fl.us placing this bid number (ITB2024-075) in the subject header. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded in DemandStar as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.
4. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the original Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.
5. **METHOD OF PAYMENT:** The Owner will make payments in one of two methods – either by direct check issuance or credit card (SJCSB e-payables/credit card program process). The Construction Manager must elect which payment option they choose to be paid at the beginning of the contract period. If direct check issuance is chosen, the Construction Manager may elect the e-payable/credit card method at any time during the contract; however, once this option is elected, no further changes may be made unless approved by the Owner. At the Owner's sole option, the Owner may change the direct check issuance to an Automated Clearing House (ACH) method of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.
6. **AVAILABILITY OF FUNDS:** The obligations of SJCSB under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida and authorized by the St. Johns County School Board.
7. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

NAME OF FIRM: _____

Exhibit A

BID PRICING SHEET

1. The Bidder proposes and agrees to furnish all labor, material, and equipment necessary to accomplish projects as requested by the District. The Construction Manager's (CM) Fee shall be as established in the matrix below.
2. Bid Pricing Instructions- **Bidder is required to insert values in Columns B, C, and E** as follows:
 - a. Using the Matrix below, the District has provided an ESTIMATED TOTAL PROJECT CONSTRUCTION VALUE TO BE ASSIGNED OVER 5 YEARS (Column D) in each Project Construction Value Category (Column A).
 - b. **The Bidder is required to insert the proposed percentage value in each Column B and Column C for the CM fees.**
 - c. **The TOTAL VALUE OF PRE-CONSTRUCTION AND CM FEES (Column E) is determined by multiplying the sum of Columns B and C by Column D.**
 - d. The Bidder is not to alter the values assigned in Columns A or Column D. Any changes to these values will result in disqualification of the Bid.

In the event of a discrepancy between the values provided in Columns B and C and the calculated value in Column E, the numeric value in Columns B and C shall govern and the value in Column E will be adjusted to reflect such.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

Notwithstanding anything to the contrary in the ITB or RFQ documents, the ESTIMATED TOTAL PROJECT CONSTRUCTION VALUE TO BE ASSIGNED OVER 5 YEARS is an estimate subject to change, and shall not be deemed a guarantee of volume of work available or actual amount of work to be assigned in each Category. The District reserves the right to change the estimated amount of work in each Category and the Bidder agrees to provide the same percentage Fees for each category as provided in the Matrix.

PRINTED/TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

NAME OF FIRM: _____

EXHIBIT A
BID PRICING SHEET
PRICING TABLE

ITB2024-075 CONSTRUCTION MANAGEMENT CONTINUING SERVICES

BID PRICING SHEET

COLUMN A	COLUMN B UNIT PRICE	COLUMN C UNIT PRICE	COLUMN D	COLUMN E TOTAL
Project Construction Value Category	Pre- Construction Services Fee (%)	CM Fees For Services Including All Office And Field Overhead & Profit (%)	Estimated Total Project Construction Value To Be Assigned Over 5 Years (ANNUAL AMOUNT)	Total Value Of Pre- Construction And CM Fees ((COLUMN B +COLUMN C) X COLUMN D)
\$1.00 to \$500,000 (YEAR 1)			\$ 500,000.00	\$ -
\$1.00 to \$500,000 (YEAR 2)			\$ 500,000.00	\$ -
\$1.00 to \$500,000 (YEAR 3)			\$ 500,000.00	\$ -
\$1.00 to \$500,000 (YEAR 4)			\$ 550,000.00	\$ -
\$1.00 to \$500,000 (YEAR 5)			\$ 550,000.00	\$ -
\$500,001 to \$2,000,000 (YEAR 1)			\$ 2,000,000.00	\$ -
\$500,001 to \$2,000,000 (YEAR 2)			\$ 2,000,000.00	\$ -
\$500,001 to \$2,000,000 (YEAR 3)			\$ 2,000,000.00	\$ -
\$500,001 to \$2,000,000 (YEAR 4)			\$ 2,500,000.00	\$ -
\$500,001 to \$2,000,000 (YEAR 5)			\$ 2,500,000.00	\$ -
\$2,000,001 to \$5,000,000 (YEAR 1)			\$ 5,000,000.00	\$ -
\$2,000,001 to \$5,000,000 (YEAR 2)			\$ 5,000,000.00	\$ -
\$2,000,001 to \$5,000,000 (YEAR 3)			\$ 5,000,000.00	\$ -
\$2,000,001 to \$5,000,000 (YEAR 4)			\$ 5,500,000.00	\$ -
\$2,000,001 to \$5,000,000 (YEAR 5)			\$ 5,500,000.00	\$ -
\$5,000,001 to \$7,500,000 (YEAR 1)			\$ 7,500,000.00	\$ -
\$5,000,001 to \$7,500,000 (YEAR 2)			\$ 7,500,000.00	\$ -
\$5,000,001 to \$7,500,000 (YEAR 3)			\$ 7,500,000.00	\$ -
\$5,000,001 to \$7,500,000 (YEAR 4)			\$ 7,500,000.00	\$ -
\$5,000,001 to \$7,500,000 (YEAR 5)			\$ 7,500,000.00	\$ -
TOTALS			\$ 77,100,000.00	\$ -

NOTES:

- Column C –Job Specific Project Management and Field Supervision should not be included in this percentage figure. Project Management and Field Supervision will be negotiated separately for each individual project based on pre-approved hourly rates, duration, and complexity of project.**
- Column D estimated total project construction values listed by year are for bidding evaluation purposes only and are not guarantees of any work to be assigned. The District reserves the right to exceed the estimated annual amounts in any year in any category and the Contractor agrees to perform any such additional work at the same Fee percentages provided in the Bid Pricing Sheet.**

NAME OF FIRM: _____

EXHIBIT B
“SAMPLE” BID PRICING SHEET

EXPLANATION OF CM FEE COST PERCENTAGES FOR PRECONSTRUCTION AND
CONSTRUCTION PHASE SERVICES

GMP CALCULATION WORKSHEET

LINE ITEM	DESCRIPTION				COSTS
		PRE-CON FEES %	EST DIRECT COSTS	ACTUAL BID AMOUNT	
	PRE-CONSTRUCTION Fees (CM Pre-Con % x Est Const Value) (SEE EXHIBIT A FOR PRE-CON RATES)	1%	\$ 190,000.00		\$ 1,900
CM CONSTRUCTION PHASE FEES					
A	DIRECT COSTS OF THE PROJECT- BIDS (SEE EXHIBIT C FOR SPECIFIC PM/SUPT RATES)			\$ 190,000.00	\$ 190,000
B	PROJECT MANAGER	# HOURS	LABOR RATE		
B	SUPERINTENDENT (Negotiated at Set Hourly Rate)	40	\$ 80.00		\$ 3,200
		80	\$ 55.00		\$ 4,400
C	SUBTOTAL- DIRECT COSTS & PM/SUPT (Pre-Con Fee+A+B)				\$ 199,500
D	CONTINGENCY (X % OF C)	CONTINGENCY %			\$ 5,985
		3%			
E	SUBTOTAL DIRECT COSTS, & CONTINGENCY (C+D)				\$ 205,485
F	CM FEE (CM OFFICE & FIELD OHP % x E)= 8% (SEE BID PRICING SHEET FOR EACH COST CATEGORY)				\$ 16,439
		INS FEE %	BOND FEE %		
G	Insurance Costs (Job Specific= % x(E+F))				\$ -
H	Bond Costs (Job Specific = % x (E+F)) Note: <\$300k= \$0				\$ -
	TOTAL GMP (E+F+G+H)				\$ 221,924

This “sample” pricing sheet will be used when submitting an actual GMP to the District.

Following are explanations for the various items needed to complete the pricing sheet (Exhibit B):

1. FROM EXHIBIT A – PRECONSTRUCTION PHASE FEE – ESTABLISHED SET PERCENTAGE BASED ON ITB BID %

For the performance of Preconstruction services, when requested by the Owner, including profit and overhead related to these services, the total fee will be established for each specific project based on a percentage of the estimated Direct Costs of the Project construction value of each project. The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be established with each specific project.

Pre-Construction Phase Fees will only be allowed when the services are requested by the Owner and performed by the Construction Manager.

2. DIRECT COSTS OF THE PROJECT

- A. Cost of all materials, supplies and equipment incorporated in the work, including costs of transportation and storage thereof.
- B. Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to written trade contracts under this Agreement, not to exceed the amount agreed upon in the GMP.

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

NAME OF FIRM: _____

- C. Sales, use and gross receipts taxes related to allowable direct costs of each project imposed by any governmental authority, and for which the Construction Manager is liable.
- D. Subject to the prior written approval of the Owner, wages paid for direct labor (as opposed to wages paid to project manager or supervisory personnel) in the direct employ of the Construction Manager times a multiplier of 1.5 to cover fringe benefits.
- E. Special permit fees specifically for each project. Permit fees do not include costs for normal company operations and/or review/ approval and inspection processes with SJCS Code Enforcement or other regulatory agencies.
- F. Special testing requirements for each specific project as agreed upon by the Owner.
- G. Cost incurred due to an emergency affecting the safety of persons and/or property.
- H. Rental charges on all necessary equipment and machinery for the specific project only, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery thereof, which are used in the support of the Construction Manager's own forces in the performance of the work at rental charges consistent with those prevailing in the area. Does not include Construction Manager vehicles, phones, etc. or subcontractors rental equipment or tools.
- I. Does not include General Conditions.

3. PROJECT MANAGEMENT AND SUPERINTENDENT

Upon award of contract, hourly rate to be established for Project Managers and Superintendents to be assigned to each project. Rates to include basic hourly rate, labor burden including the cost of all pension contributions, hospitalizations, bonuses, vacations, medical insurance, taxes for unemployment compensation, and other company overhead expenses for assigned equipment, including vehicle allowances, tools, phones, travel, gas, and per diem. The rates will be established based on audited expenses for each individual and will become a part of the contract. For each project the actual amount of time will be negotiated for Project Management and Supervision and will be included as a Direct Cost.

4. CONTINGENCY

Construction Manager Contingency may be utilized with the Owner's concurrence for other Costs not included as part of the Direct Costs of the Project. The Contingency amount will be negotiated prior to issuance of the GMP and will become a part of the GMP.

5. FROM EXHIBIT A – CONSTRUCTION MANAGER SERVICES FEE – INCLUDES HOME OFFICE & FIELD OFFICE OVERHEAD, AND PROFIT- ESTABLISHED SET PERCENTAGE BASED ON ITB BID PERCENTAGE

A. Home Office Overhead

- 1) Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices, including Project Engineer, Project Executives and consultants not at the Project site, including all labor burden, bonuses, etc. associated with those individuals.
- 2) General operating expenses related to this project of the Construction Manager's principal and branch offices.
- 3) The costs of all data processing staff.
- 4) General home office operating expenses incurred in the management and supervision of the project, including telegrams, phone services, postage, office supplies, expressage, and similar items in connection with the work.
- 5) All travel and per diem costs of the Construction Managers' employees and consultants as approved by the Owner.
- 6) The costs of estimating services which may be required.

B. Field Office Overhead

- 1) Job site office supplies including, but not limited to, paper, pencils, paper clips, file folders, staples, and janitorial supplies.
- 2) Salaries or other compensation of the Construction Manager's supervisory, technical, administrative and clerical employees at the job site, excluding the specific assigned Project Manager and Superintendent as outlined in Direct Costs. The Construction Manager's personnel

CONSTRUCTION MANAGEMENT FIRM(S) FOR CONTINUING SERVICES

NAME OF FIRM: _____

- to be assigned to the site during the Construction Phase under the job site management and supervision expenses, their duties and responsibilities and the duration of their assignment will be established for each specific project.
- 3) General field operating expenses incurred in the management and supervision of the project, including office trailer, project signage, communications equipment and services, temporary utilities, water, ice, small tools and consumables, temporary fencing, clean-up and waste disposal, hauling, jobsite toilets, custodial, photographs, permits, testing, telegrams, postage, office supplies, expressage, and similar items in connection with the work.
 - 4) Costs of bidding including document reproduction for bid sets, facsimile transmissions, and bid advertisements.
 - 5) Leasing of any facilities required for each project including any offsite storage space.
 - 6) Costs incurred to provide site safety.
 - 7) Costs of surveys, measurements and layout work required as part of the project.
- C. Overhead And Profit - For overhead, profit and general expenses of any kind.
6. INSURANCE AND BONDS - Costs of the actual premiums for all insurance and bonds which the Construction Manager is required to procure by this Agreement specifically for each construction project.

EXHIBIT C
CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Architect/Engineer Assigned by Owner

NOTE 1: For Project Manager and Superintendent ONLY- Hourly Rates to include basic hourly rate, labor burden including the cost of all pension contributions, hospitalizations, bonuses, vacations, medical insurance, taxes for unemployment compensation, and other company overhead expenses for assigned equipment, including vehicle allowances, tools, phones, travel, gas, and per diem. The rates will be established based on audited expenses for each individual and will become a part of the contract. For each project the actual amount of time will be negotiated for Project Management and Supervision and will be included as a Direct Cost.

NOTICE TO CONSTRUCTION MANAGEMENT FIRMS

Request for Qualifications RFQ2024-074 and Invitation to Bid ITB2024-075

Facilities & Construction St. Johns County School District

Selection of Construction Management Firm(s) for Continuing Services November 2024

The SJCSO Office of Facilities and Construction hereby announces that professional services are required for **Construction Management Continuing Services**. The Owner reserves the right to select one or more firms to perform the work. The firm(s) selected under a continuing contract will be responsible for assigned projects each having an estimated construction cost not to exceed \$7,500,000. Total estimated construction contract value of all project work awarded is forecasted at \$77,150,000 over a 5-year contract period (not guaranteed). The projects may be multi-year funded and are subject to availability of funds as authorized by the Owner. The selected firm(s) shall be required to execute the St. Johns County School Board standard form of agreement. This will be a multiple award contract for an initial period of one year with an option to renew for four additional one-year periods.

This RFQ/ ITB is a 2-step selection process. RFQ2024-074 is part 1 of the process. ITB2024-075 is part 2 of the process. Responses for both the ITB and RFQ must be submitted at the same to be compliant and considered. Responses for the RFQ and ITB are to be submitted in separate sealed envelopes. Instructions for completion of Bids and Proposals and the selection process will be in accordance with the Selection Criteria as outlined in the "Selection of Construction Management Firm for Continuing Services – November 2024" selection booklet which may be obtained online at: www.demandstar.com.

Mail or otherwise deliver to: **St. Johns County School District, c/o Stephen Pauly, Director for Facilities and Construction, 3740 International Golf Parkway, Ste. 200, St. Augustine, FL 32092. All submissions must be received on or before 2:00 p.m. on Thursday, December 19, 2024.** All firms submitting proposals shall be required to include a completed prequalification package with their RFQ/ITB submission if not already prequalified. For more information on prequalification contact Stephen Pauly, Director for Facilities and Construction, St. Johns County School District (904)547-8160.

The RFQ and ITB submission and selection process documents will be reviewed in detail at an information conference held at the Office of Facilities & Construction, 3740 International Golf Parkway, Ste. 200, St. Augustine, FL 32092 on Tuesday, December 3, 2024 at 1:00 p.m. All interested proposers are invited to attend (limited to 2 persons per company due to seating limitations).

The Selection Committee is scheduled to meet on Wednesday, January 15, 2025 to evaluate individual scoring of the RFQ submissions. ITB2024-075 Bids will then be opened on Thursday, January 16, 2025 at 10:00 a.m. in accordance with the published RFQ/ITB documents. The bid opening is to be held at the Office of Facilities & Construction, 3740 International Golf Parkway, Ste. 200, St. Augustine, FL 32092. Notice of Intent will be published by 4:00 p.m. on Friday, January 24, 2025. Award of Contract(s) will take place after School Board Approval on February 11, 2025.

The St. Johns County School District appreciates the effort and interest by all interested firms in responding to this solicitation. The St. Johns County School Board reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and to request resubmission or additional information which is considered to be in the best interest of the School District.

Note: Certain rights are granted to you under Florida Law, and we are required by that law to notify you that if you are going to file a protest that, "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Pursuant to section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

PROPOSAL

COJB: Meter Building Conversion Security Project

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

CITY OF JACKSONVILLE BEACH

DELIVERED ON

July 16, 2025

SECURITY

Transforming the Everyday



Contact Information

Proposal #:	9904981
Date:	July 16, 2025

Sales Executive:	Preston Bullen
Branch Address:	8940 Western Way Ste 1 Jacksonville, FL 32256
Telephone:	9047047358
Email Address:	preston.bullen@siemens.com

Customer Contact:	Luis Flores
Customer:	CITY OF JACKSONVILLE BEACH
Address:	11 3RD ST N
	JACKSONVILLE BEACH FL 32250-6930
Services shall be provided at:	COJB O&M Building 1460 Shetter Ave Jacksonville Beach, FL 32250

Sourcewell Contract #121024-SIE Pricing Details:

City of Jacksonville Beach: ID# 43873

11 3rd St N Jacksonville Beach, FL 32250-6930

Scope of Work

Siemens is pleased to provide the City of Jacksonville Beach the proposal for the Security scope of work required for the Meter Building Conversion project. The proposal is derived from the drawings sent to us from LS3P Architects, project number 2428414, dated 06/23/25 (Addendum 2), page E-301A & E-301B, along with a site walk to confirm.

The new security access control & video management devices will function as an extension of the existing systems & will be integrated with the existing system servers via the customers network.

Siemens will provide the materials & labor as defined in the scope of work. All labor will be performed during normal business hours Monday-Friday 8am-5pm. Siemens is providing services to the City of Jacksonville Beach by utilizing Sourcewell contract#: 121024-SIE.

Siemens will install the devices as defined on the following pages. A drawing with device locations & clarification notes for the project scope has been provided along with the proposal. Please review the scope clarifications, inclusions, & exclusions details included with the proposal.

The proposal includes connecting security cabling to the electrified door hardware power input harness or terminal block. The cabling will be connected to the new access control power supply. The proposal does not include the provision & installation of the electrified door hardware & power input harness/terminal blocks, which are being provided by the GC/DIV8 contractor.

The following pages will detail the system components & the scope of work for the new systems. We greatly appreciate the opportunity to work with you on this project. Please contact me anytime.

Thank You,

Preston Bullen

Siemens to Provide in Main Building:

- (1) 8 Door Mercury Dual Voltage Integrated Power System Control Enclosure
- (1) LP1502 Intelligent Controller (main controller supports 2 doors)
- (2) MR52 Series 3 Two-Reader Interface Modules (supports 2 doors)
- (1) 16 Door Expansion Access Control Manager Software License (License for both projects)
- (2) Back-up Batteries
- (1) NL4 Network Communication Module
- (5) HID Signo 40 Card Readers
- (5) PIR Request to Exit Motions
- (5) Door Contacts
- (4) Card Reader Surge Protection Modules (outdoor readers)
- (1) Surge Protection Module for Control Panel
- (2) 3mp Mini Dome Cameras (interior)
- (4) 4mp Bullet Cameras (exterior doors)
- (1) 2x3mp Dual Head Camera (interior)
- (7) ACC7 Enterprise Camera Licenses
- (4) PoE Surge Modules for exterior cameras
- (1) Allied Telesis 16 Port PoE Network Switch
- Cabling & Electrical Materials

Siemens to Provide in Meter Building:

- (1) 8 Door Mercury Dual Voltage Integrated Power System Control Enclosure
- (1) LP1502 Intelligent Controller (main controller supports 2 doors)
- (1) MR52 Series 3 Two-Reader Interface Modules (supports 2 doors)
- (2) Back-up Batteries
- (1) NL4 Network Communication Module
- (4) HID Signo 40 Card Readers
- (4) PIR Request to Exit Motions
- (4) Door Contacts
- (2) Card Reader Surge Protection Modules (outdoor readers)
- (1) Surge Protection Module for Control Panel
- (1) 3mp Mini Dome Cameras (interior)
- (2) 4mp Bullet Cameras (exterior doors)
- (1) 2x3mp Dual Head Camera (interior)
- (4) ACC7 Enterprise Camera Licenses
- (2) PoE Surge Modules for exterior cameras
- (1) Allied Telesis 16 Port PoE Network Switch
- Cabling & Electrical Materials

Siemens Labor:

- Siemens PM to coordinate scope of work, ordering materials, & final billing
- Siemens Engineering to create shop/as-built drawings for the new areas
- Siemens Security Specialist to program new hardware & connecting to existing servers
- Siemens Electrical Specialist to install new hardware & cabling

Scope Clarifications:

- The proposal does not include the provision or installation of the electrified locking hardware or additional power supplies for the electrified locking hardware. Siemens will connect cabling from the hardware to the power supply & control modules in the access control panel.
- The proposal does not include conduit raceways, backboxes, sleeves, or fire caulking (provided by the GC/EC).
- The new access control devices & cameras will require back boxes and/or sleeves for cabling penetrations for the new devices being mounted on the exterior of the buildings. The proposal is based on the boxes & sleeves being provided by the GC/EC.
- The proposal will include conduit trim out of the new access control panel if required to conceal cabling under 8 feet.
- The new Access Control Panel will require 120v. The 120v is not included in the proposal & assumes provision & installation is being provided by the GC/EC.
- The proposal includes network PoE switches to power the new cameras, along with connecting the new cameras & access control panel to the customer's network & existing security servers. The proposal does not include network racks or cable trays. The proposal is based on installing the new switches into existing or provided network racks, & connections to 120v power that are existing or being provided by the GC/EC for the project.
- The proposal is based on free run cabling through drop ceiling. The cabling will be secured with ties or j-hooks.
- The proposal is based on using the existing ACM & VMS servers.
- The proposal is based on using the existing access groups & schedules for the new doors.
- The proposal does not include labor to create badge templates or print badges.
- COJB to provide IP addresses, UPS (if required), & assistance with network related connections.
- The proposal does not include fiber optic cabling components.
- Proposal includes shop drawings that will be provided in a digital format & one set of printed drawings to be left onsite. Siemens will require a clean CAD file to create the shop drawings.
- The proposal does not include repairing discrepancies found during our work scope or altering the system in any way outside of the aforementioned scope.
- The drawings are proposing the use of the electronic locking hardware with free egress, therefore no permit is being provided as mag locks are not being used for the project.

Inclusions & Exclusions

Inclusions:

1. Freight
2. Engineering: Shop & As-built drawings
3. Project Management for Siemens Scope of work
4. One (1) year warranty
5. Materials & labor as defined in the scope of work

Exclusions:

1. Materials & labor not defined in the scope of work
2. Provision & installation of lock hardware (Provided by GC/EC)
3. Conduit raceways, backboxes, junction boxes, sleeves, fire caulking, & repairs to existing penetrations
4. Additional devices that are required by the AHJ or owner that are not included in the scope of work
5. Permit package (no permit required - no mag locks being installed)
6. Cost associated with schedule acceleration or multiple unplanned phases
7. Ceiling and/or wall removal, replacement, patching, and painting
8. Overtime & Afterhours labor
9. 120 VAC power, dedicated phone lines, & dedicated IP drop
10. Performance or payment bonds / Bonding or special insurance
11. Scaffolding, lifts, Knox Box, or Shunt Trip Breakers
12. Creation of CAD files for drawings
13. Performance or Payment bonds.

Sell Price

<u>Total Quote Price:</u>	\$132,880.00*
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This price is firm for 30 days from the date of this proposal.

**Siemens reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein.*

Sourcewell Contract #121024-SIE Pricing Details:

City of Jacksonville Beach: ID# 43873

11 3rd St N Jacksonville Beach, FL 32250-6930

"THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #121024-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER."

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$132,880.00 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens Buildings Projects Business Standard Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Proposal is valid for thirty (30) days from the delivery date of July 16, 2025. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$132,880.00

Siemens Terms of Sale (STS)

Terms of Sale (Click to download)

[Base Terms](#)

(www.siemens.com/base-terms)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

To the extent applicable, the following Supplements are incorporated and made part of the Siemens Terms of Sale:

Click on supplement(s) below to read/download

[Solutions Supplemental Terms](#)

(www.siemens.com/project-supplemental-terms)

[Hardware Supplemental Terms](#)

(www.siemens.com/product-supplemental-terms)



Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Preston Bullen

Name

9904981

Proposal #

\$132,880.00

Proposal Amount

July 16, 2025

Date

Accepted by:

CITY OF JACKSONVILLE BEACH

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Sourcewell Contract #121024-SIE Pricing Details:

City of Jacksonville Beach: ID# 43873

11 3rd St N Jacksonville Beach, FL 32250-6930

"THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #121024-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER."

PROPOSAL

COJB: Meter Building Conversion Fire Alarm Project

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

CITY OF JACKSONVILLE BEACH

DELIVERED ON

July 15, 2025

FIRE & LIFE SAFETY

Transforming the Everyday



Contact Information

Proposal #:	9905030
Date:	July 15, 2025

Sales Executive:	Preston Bullen
Branch Address:	8940 Western Way Ste 1 Jacksonville, FL 32256
Telephone:	9047047358
Email Address:	preston.bullen@siemens.com

Customer Contact:	Luis Flores
Customer:	CITY OF JACKSONVILLE BEACH
Address:	11 3RD ST N
	JACKSONVILLE BEACH FL 32250-6930
Services shall be provided at:	COJB O&M Building 1460 Shetter Ave Jacksonville Beach, FL 32250

Sourcewell Contract #121024-SIE Pricing Details:

City of Jacksonville Beach: ID# 43873

11 3rd St N Jacksonville Beach, FL 32250-6930

Scope of Work

Siemens is pleased to provide the City of Jacksonville Beach the proposal for the Fire Alarm scope of work required for the Meter Building Conversion project. The proposal is derived from the drawings sent to us from LS3P Architects, project number 2428414, dated 06/23/25 (Addendum 2), page FA101, along with a site walk to confirm.

The new fire alarm devices will be installed in the new building section being added to the back of the O&M Building. Siemens will run a new circuit (via conduit provided by GC/EC) from the existing Fire Alarm Control Panel in the O&M Building to the new area for the new devices. The existing fire alarm devices in this part of the main building are end of life, no longer in production, & we cannot extend a new circuit from the existing circuits to connect the new style of devices with the existing end of life devices. The (9) existing fire alarm devices in this area will be removed & replaced with the new style devices. The drawings indicated the rest of the devices that will need to be installed, which will be connected to the existing panel via the new circuit.

The existing Meter Building has fire alarm devices connected to the main FACP in the O&M building that will be removed prior to the interior demolition. The devices will be placed in shelf stock at the O&M building to be used for emergency repairs. Per note #4 in the constructability report, the Meter Building was reviewed against code & determined to be exempt from the requirement for a fire alarm system. Based on this note the fire alarm devices will be removed.

Siemens will provide the materials & labor as defined in the proposal. The proposal will include the permit package, shop drawings, & final testing with the AHJ. The proposal is based on CAD drawings of the new area being provided to create the shop drawings. The proposal includes the demolition as noted above. Siemens will utilize existing viable fire alarm cabling and only remove accessible cabling that is no longer being used. All labor will be performed during normal business hours Monday-Friday 8am-5pm. Siemens is providing services to the City of Jacksonville Beach by utilizing Sourcewell contract#: 121024-SIE.

Siemens to Provide:

- (2) Heat Detectors
- (2) Multi-Criteria Smoke Detectors
- (4) Pull Stations
- (3) Relays (required for monitoring existing suppression panel)
- (1) NAC Booster Panel
- (15) Horn Strobes (White devices -14 wall & 1 ceiling device)
- (1) Surge protector for NAC Booster
- Fire Alarm Cabling
- Conduit: Only the trim required for new NAC Booster Panel
- Siemens Project Manager specific to scope of work
- Siemens Engineer: Shop drawings & submittal package
- Siemens Fire Specialist: Permit package, panel terminations, programming, & testing
- Siemens Electrical: Demo as defined in scope & placing viable devices in shelf stock
- Siemens Electrical: Installation of new devices & cabling

Please review the scope clarifications, inclusions, & exclusions on the following pages.

Scope Clarifications:

- The proposal does not include conduit raceways, backboxes, sleeves, or fire caulking (provided by the GC/EC).
- The new circuit from the existing panel will require a conduit pathway from the main FACP into the new area, provided by GC/EC.
- Proposal will include conduit trim out of the NAC Booster panel.
- Proposal is based on free run cabling through drop ceiling.
- The new NAC Booster panel will require 120v. The 120v is being provided by the GC/EC.
- Submittals may take up to 6 weeks for approval through the Fire Department.
- The proposal is based on using CAD files provided by the customer for engineered drawings.
- The proposal is based on working during normal business hours Monday-Friday 7am-5pm.
- The proposal does not assume engineer of record.
- In the event additional devices are required by AHJ or customer request, a separate proposal will be provided to cover the materials & labor cost.
- The proposal does not include the cost associated with the provision & installation of the Public Safety Distributed Antenna System or Emergency Responder Communication Enhancement System.
- The proposal includes the demolition of the existing fire devices. Any cabling that cannot be easily removed will be abandoned in place.
- The proposal does not include the cost of patching, painting, replacement ceiling tiles, or the like for walls & ceilings where previous devices have been removed.
- Proposal is based on the customer providing lifts or scaffolding (if required) for demo or installation.

Inclusions & Exclusions

Inclusions:

1. Freight
2. Engineering: shop drawings & as-builts
3. Project Management for Siemens Scope of work
4. System Commissioning and Final Pretest
5. Final AHJ Testing & certification
6. Fire Alarm Submittal to AHJ & Customer
7. Fire Alarm Permit & PE Stamp
8. One (1) year warranty
9. Final wiring terminations to the control panel & programming
10. Materials & labor as defined in the scope of work

Exclusions:

1. Additional devices that are required by the AHJ or owner that are not included in the scope of work
2. Additional materials & labor not defined in the scope of work
3. Removing devices or cabling that are not accessible (abandoned in place)
4. Cost associated with schedule acceleration or multiple unplanned phases
5. Telephone lines for DACT and/or IP Network Connection
6. Fire Watch and costs associated with bypassing the system during construction
7. Ceiling and/or wall removal, replacement, patching, and painting
8. Overtime & Afterhours labor
9. 120 VAC power, dedicated phone lines, & dedicated IP drop
10. Full conduit raceways
11. Performance or payment bonds / Bonding or special insurance
12. Fire caulking or repairs to existing penetrations
13. Scaffolding, lifts, Knox Box, or Shunt Trip Breakers
14. Creation of CAD files for drawings

Sell Price

Total Quote Price:	\$52,590.00*
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This price is firm for 30 days from the date of this proposal.

**Siemens reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein.*

Sourcewell Contract #121024-SIE Pricing Details:

City of Jacksonville Beach: ID# 43873

11 3rd St N Jacksonville Beach, FL 32250-6930

"THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #121024-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER."

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$52,590.00 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens Buildings Projects Business Standard Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Proposal is valid for thirty (30) days from the delivery date of July 15, 2025. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$52,590.00.

Siemens Terms of Sale (STS)

Terms of Sale (Click to download)

[Base Terms](#)

(www.siemens.com/base-terms)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

To the extent applicable, the following Supplements are incorporated and made part of the Siemens Terms of Sale:

Click on supplement(s) below to read/download

[Solutions Supplemental Terms](#)

(www.siemens.com/project-supplemental-terms)

[Hardware Supplemental Terms](#)

(www.siemens.com/product-supplemental-terms)

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Preston Bullen

Name

9905030

Proposal #

\$52,590.00

Proposal Amount

July 15, 2025

Date

Accepted by:

CITY OF JACKSONVILLE BEACH

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Sourcewell Contract #121024-SIE Pricing Details:

City of Jacksonville Beach: ID# 43873

11 3rd St N Jacksonville Beach, FL 32250-6930

"THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #121024-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER."

5 W Forsyth Street Suite 100
Jacksonville, FL 32202
tel: 904.737.5858 fax: 904.737.6088

313 N Monroe Street Suite 101
Tallahassee, FL 32301
tel: 850.383.4225 fax: 904.737.6088

Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Quote To

CITY OF JACKSONVILLE BEACH
11 3RD STREET N
Jacksonville Beach FL 32250-6930

Ship To

CITY OF JACKSONVILLE BEACH
11 3RD STREET N
Jacksonville Beach FL 32250-6930

Terms NET 15 DAYS

Tax 85-8012740115C-2 06/22

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG	Subsection	BREAK ROOM 199		
1	4	490410P STEELCASE Move; Chair, Plastic seat / back, No arms, Glides Frame Finish: METALLIC PAINT 4799 - PLATINUM METALLIC Seat Finish: PLASTIC 6BE1 - ORE Shell Finish: PLASTIC 6BE1 - ORE Glide: SOFT GLIDES Tag For BREAK ROOM 199 MOVE	181.15	724.60
2	1	BFRQ36 STEELCASE Table-Square, 36D Edge Finish: PLASTIC - PG1 6053 - SEAGULL Top Surface Finish: LAMINATE FINISHES 2883 - SEAGULL Tag For BREAK ROOM 199 36/36	200.62	200.62
3	1	BX36 STEELCASE Base-X, 36W Base Finish: METALLIC PAINT 4799 - PLATINUM METALLIC Column Finish: METALLIC PAINT 4799 - PLATINUM METALLIC Tag For BREAK ROOM 199 XB	203.11	203.11
Subsection Sub Total				1,128.33

ACCEPTED BY _____ TITLE _____ DATE _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END		FLORIDA NON TAXABLE SALE	Total	0.00
				1,128.33
BEG	Subsection	DISPATCH 197		
4	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For DISPATCH 197 LEAP	756.39	756.39
5	1	AWAK STEELCASE Attachment kit, Cabinet to cabinet application Tag For DISPATCH 197	17.15	17.15
6	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For DISPATCH 197 CFI-S-C	157.89	157.89
7	4	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For DISPATCH 197	982.06	3,928.24

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
8	1	BINDU CRCD2HFSLFL STEELCASE Credenza-2-High,Lateral/Open Size Option: Modular Depth: 24.00000 Width: 72.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For DISPATCH 197 24/72/LO	1,122.31	1,122.31
9	1	CRDSKOSPR STEELCASE Desk - Single Ped, Right Hand, 6" Overhang Size Option: Modular Depth: 36.00000 Width: 72.00000 Support - Right: Box/Box/File Pedestal Support - Left: Full Depth End Panel Modesty Panel: Full Counterweight: With Counterweight Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT	944.15	944.15

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
10	1	Grommet Location: No Grommet Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Thickness - Worksurface: 1.12500 Tag For DISPATCH 197 36/72/FD/BBF CROHHD STEELCASE Overhead- Hinged Doors Size Option: Modular Width: 72.00000 Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug	654.48	654.48
11	1	Tag For DISPATCH 197 OH/72.0000/15 CRRTBL STEELCASE Table, Round Diameter: 36.00000 Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Type: X-Base X-Base Finish: Textured Paint 7243 - SEAGULL Column Finish: Textured Paint 7243 - SEAGULL Thickness - Worksurface: 1.12500	408.04	408.04
12	1	Tag For DISPATCH 197 36/XB CRTBWM STEELCASE Tackboard, Wallmount Size Option: Parametric	268.26	268.26

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
13	1	Height: 22.50000 Width: 72.00000 Tackboard Finish: Bariolage G205 - NEW BALLATA Fabric Direction: Horizontal Tag For DISPATCH 197 TB/72/22.5000 CRTWFFL STEELCASE Tower- Single Door,File/File, Hinged Left Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 66.50000 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME	993.44	993.44
14	1	Tag For DISPATCH 197 ST/66.5 DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC	219.60	219.60
15	1	Tag For DISPATCH 197 PS/2P1AC20 DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W Tag For DISPATCH 197	52.54	52.54

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
16	6	TS LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 6-307	N/C	N/C
	Tag For	DISPATCH 197		
17	1	MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 24.00000 Width: 46.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE	679.35	679.35
	Tag For	DISPATCH 197 24/46/EXT-UP		
Subsection Sub Total				10,201.84
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				10,201.84
END	Subsection			
BEG	Subsection	METER READERS 189		
18	4	436AIR STEELCASE Steelcase Series 2; Chair-Air back Air Back Finish: Plastic - PG1 6205 - BLACK Seat Finish: Buzz2 5G51 - SABLE	462.63	1,850.52

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
19	4	Sewn Seat Upholstery: Sewn Color Scheme: Black Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest Coat Hanger: No Coat Hanger Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Soft Casters Soil Retardant Option: No Soil Retardant Packaging: Not Applicable Tag For METER READERS 189 SERIES2	157.89	631.56
		CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For METER READERS 189 CFI-S-C		
20	4	CRHAD1H STEELCASE Low Storage-1-High Integrated Height Adjustable Desk Size Option: Modular Depth: 18.87500 Width: 30.00000 Desk Type: Migration SE Back Panel: With a Back Panel Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Tag For METER READERS 189 HAD/M/1/30	430.26	1,721.04
21	2	CRHADCT STEELCASE Top, Common, Height Adjustable Desk Application Size Option: Modular Depth: 18.87500 Width: 30.00000 Desk Type: Migration SE Handedness: Left Hand Desk Depth (Worksurface): 23.00000 Leg Type: T Leg	63.43	126.86

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
22	2	Tag For Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Thickness - Worksurface: 1.12500 METER READERS 189 CT/19/30 CRHADCT STEELCASE Top, Common, Height Adjustable Desk Application Size Option: Modular Depth: 18.87500 Width: 30.00000 Desk Type: Migration SE Handedness: Right Hand Desk Depth (Worksurface): 23.00000 Leg Type: T Leg	63.43	126.86
		Tag For Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Thickness - Worksurface: 1.12500 METER READERS 189 CT/19/30 CRL15HBF STEELCASE Lateral-1.5-High,Box/File Size Option: Modular Depth: 18.87500 Width: 30.00000 Top: With Top Application: Full Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug		
23	4		577.32	2,309.28

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
24	4	Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Counterweight: With Counterweight Worksurface Thickness: 1.12500 Tag For METER READERS 189 BF/1.5/30	219.60	878.40
		DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC		
25	4	Tag For METER READERS 189 PS/2P1AC20	52.54	210.16
		DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W		
26	4	Tag For METER READERS 189 TS	N/C	N/C
		LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY RANDOM		
27	4	Tag For METER READERS 189	705.18	2,820.72
		MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 23.00000 Width: 58.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL)		

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
28	2	Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For METER READERS 189 23/58/EXT-UP	144.09	288.18
		TS712UPHX STEELCASE Power infeed, 3+1, Multi purpose application, 12L in ft		
29	2	Tag For METER READERS 189 MPI	18.01	36.02
		TS71SSX STEELCASE Receptacle-System ground, Line 1, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp Option NOSTAMP STD:No Stamp		
30	4	Tag For METER READERS 189	34.08	136.32
		TS724THF STEELCASE Frame, Horizontal package, Thin, 24W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS PL BOTH PLAIN BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY		
31	2	Tag For METER READERS 189 24/48	18.01	36.02
		TS72SSX STEELCASE		

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
32	8	Receptacle-System ground, Line 2, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp Option NOSTAMP STD:No Stamp Tag For METER READERS 189 TS730THF STEELCASE Frame-Horizontal package, Thin, 30W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For METER READERS 189 30/48	36.58	292.64
33	2	TS73SSX STEELCASE Receptacle-System ground, Line 3, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp Option NOSTAMP STD:No Stamp Tag For METER READERS 189	18.01	36.02
34	8	TS74224TK STEELCASE Panel skin-Tackable acoustical, 42H x 24W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For METER READERS 189	82.58	660.64

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
35	16	TS74230TK STEELCASE Panel skin-Tackable acoustical, 42H x 30W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For METER READERS 189	86.73	1,387.68
36	8	TS74260TK STEELCASE Panel skin-Tackable acoustical, 42H x 60W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For METER READERS 189	131.35	1,050.80
37	4	TS748TEPJ STEELCASE Junction-End of run, Thin, 48H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL Tag For METER READERS 189 E48	44.06	176.24
38	6	TS748TIPJ STEELCASE Junction-In line, Thin, 48H Tag For METER READERS 189 I48	31.31	187.86
39	8	TS748TLPJ STEELCASE Junction-L, Thin, 48H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG	69.00	552.00

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
40	2	UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL Tag For METER READERS 189 L48 TS74SSX STEELCASE Receptacle-System ground, Line 4, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp Option NOSTAMP STD:No Stamp Tag For METER READERS 189	18.01	36.02
41	4	TS760THF STEELCASE Frame, Horizontal package, Thin, 60W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS PL BOTH PLAIN BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For METER READERS 189 60/48	59.58	238.32
42	4	TS7PK30X STEELCASE Kit-Power, 3+1, 30W Tag For METER READERS 189 PK/30	88.67	354.68
43	4	TS7PT30X STEELCASE Kit-Power, 3+1, Pass through, 30W Tag For METER READERS 189 PT	71.21	284.84
Subsection Sub Total				16,429.68

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END		FLORIDA NON TAXABLE SALE	Total	0.00
				16,429.68
BEG	Subsection	METER/CONSUMPTION TECHS 195		
44	2	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For METER/CONSUMPTION TECHS 195 LEAP	756.39	1,512.78
45	2	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For METER/CONSUMPTION TECHS 195 CFI-S-C	157.89	315.78
46	2	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For METER/CONSUMPTION TECHS 195 BINDU	982.06	1,964.12
47	2	CRCD2HFSLFR STEELCASE Credenza-2-High,Open/Lateral Size Option: Modular	1,069.39	2,138.78

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
48	2	Depth: 24.00000 Width: 66.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For METER/CONSUMPTION TECHS 195 24/66/LO	254.12	508.24
		CRTBWM STEELCASE Tackboard, Wallmount Size Option: Parametric Height: 25.00000 Width: 66.00000 Tackboard Finish: Bariolage G205 - NEW BALLATA Fabric Direction: Horizontal Tag For METER/CONSUMPTION TECHS 195 TB/66/25		
49	2	CRTWFFR STEELCASE Tower- Single Door,File/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 54.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug	951.02	1,902.04

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
50	2	Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Tag For METER/CONSUMPTION TECHS 195 ST/54.125	219.60	439.20
		DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC		
51	2	Tag For METER/CONSUMPTION TECHS 195 PS/2P1AC20	52.54	105.08
		DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W		
52	6	Tag For METER/CONSUMPTION TECHS 195 TS	N/C	N/C
		LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 3-308 3-309		
53	2	Tag For METER/CONSUMPTION TECHS 195	679.35	1,358.70
		MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 23.00000 Width: 46.00000 Overhang: No Overhang		

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For METER/CONSUMPTION TECHS 195 23/46/EXT-UP		
			Subsection Sub Total	10,244.72
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	10,244.72
END	Subsection			
BEG	Subsection	STOREKEEPER 188		
54	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: SOFT CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For STOREKEEPER 188 LEAP	768.17	768.17
55	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For STOREKEEPER 188	157.89	157.89

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
56	1	CFI-S-C CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For STOREKEEPER 188 BINDU	982.06	982.06
57	1	CRCD2HFSLFR STEELCASE Credenza-2-High,Open/Lateral Size Option: Modular Depth: 24.00000 Width: 66.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For STOREKEEPER 188 24/66/LO	1,069.39	1,069.39
58	1	CRTBWM STEELCASE Tackboard, Wallmount Size Option: Parametric Height: 25.00000 Width: 66.00000 Tackboard Finish: Bariolage G205 - NEW BALLATA	254.12	254.12

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
59	1	Tag For STOREKEEPER 188 TB/66/25 CRTWFFR STEELCASE Tower- Single Door,File/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 54.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME	951.02	951.02
60	1	Tag For STOREKEEPER 188 ST/54.125 DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC	219.60	219.60
61	1	Tag For STOREKEEPER 188 PS/2P1AC20 DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W	52.54	52.54
62	3	Tag For STOREKEEPER 188 TS LOCKFR STEELCASE	N/C	N/C

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
63	1	FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 3-305 Tag For STOREKEEPER 188 MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 23.00000 Width: 46.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For STOREKEEPER 188 23/46/EXT-UP	679.35	679.35
Subsection Sub Total				5,134.14
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				5,134.14
END	Subsection			
BEG	Subsection	SUPERVISOR 196		
64	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar	756.39	756.39

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
65	1	Tag For SUPERVISOR 196 LEAP AWAK STEELCASE Attachment kit, Cabinet to cabinet application Tag For SUPERVISOR 196	17.15	17.15
66	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For SUPERVISOR 196 CFI-S-C	157.89	157.89
67	2	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For SUPERVISOR 196 BINDU	982.06	1,964.12
68	1	CRCD2HFSLFR STEELCASE Credenza-2-High,Open/Lateral Size Option: Modular Depth: 24.00000 Width: 72.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE	1,122.31	1,122.31

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
69	1	WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For SUPERVISOR 196 24/72/LO	864.96	864.96
		CRDSKSPL STEELCASE Desk- Single- Pedestal, Left Hand Size Option: Modular Depth: 30.00000 Width: 72.00000 Thickness - Worksurface: 1.12500 Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Support - Right: Full Depth End Panel Support - Left: Box/Box/File Pedestal Modesty Panel: Full Counterweight: With Counterweight Grommet Location: No Grommet Keys: Key Plug Tag For SUPERVISOR 196 30/72/BBF/FD		
70	1	CROHHD STEELCASE Overhead- Hinged Doors	654.48	654.48

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
71	1	Size Option: Modular Width: 72.00000 Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Tag For SUPERVISOR 196 OH/72.0000/15 CRTBWM STEELCASE Tackboard, Wallmount Size Option: Parametric Height: 22.50000 Width: 72.00000 Tackboard Finish: Bariolage G205 - NEW BALLATA Fabric Direction: Horizontal Tag For SUPERVISOR 196 TB/72/22.5000	268.26	268.26
72	1	CRTWFFR STEELCASE Tower- Single Door,File/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 66.50000 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Tag For SUPERVISOR 196 ST/66.5	993.44	993.44
73	1	DSPINTRO STEELCASE	219.60	219.60

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
74	1	POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC Tag For SUPERVISOR 196 PS/2P1AC20	52.54	52.54
		DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W Tag For SUPERVISOR 196 TS		
75	6	LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 6-306 Tag For SUPERVISOR 196	N/C	N/C
76	1	MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 24.00000 Width: 46.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE	679.35	679.35

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For	SUPERVISOR 196 24/46/EXT-UP		
			Subsection Sub Total	7,750.49
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	7,750.49
END	Subsection			
77	1	PERDUE DESIGN SERVICES	712.50	712.50
78	1	PERDUE PROJECT MANAGEMENT	600.00	600.00
79	1	PERDUE LABOR TO RECEIVE DELIVER AND INSTALL	5,600.00	5,600.00

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186220	07/21/25		C44451	MARY CORRIGAN	1915

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
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By accepting this quote the following standard conditions are implied:
 *Normal business hours (NBH) delivery and installation unless noted otherwise.
 *Truck to destination transfer not exceeding 50 feet.

 *Unrestricted use of an elevator is REQUIRED when applicable.
 *Stair carry is NOT included and must be quoted as additional labor.
 *All product is to be installed in a clean, clear, & unimpeded space free of construction and construction

 workers with the exception of the required electrical and data personnel.
 *Electrical & data work is to be done by others.
 *Any deviation from these standard conditions may result in additional labor charges.
 Quote valid for 30 days

STATE CONTRACT 56120000-24-NY-ACS

QUOTATION TOTALS

Sub Total	57,801.70
FLORIDA NON TAXABLE SALE	0.00
Grand Total	57,801.70

End of Quotation

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Quote To

CITY OF JACKSONVILLE BEACH
11 3RD STREET N
Jacksonville Beach FL 32250-6930

Ship To

LUIS FLORES
CITY OF JAX BEACH METER BLDG AREA B
1460A Shetter Ave
Jacksonville Beach FL 32250-3432

Terms NET 15 DAYS

Phone +1 (904) 247-6226

Tax 85-8012740115C-2 06/22

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG	Subsection	BREAKROOM 617		
1	4	490410P STEELCASE Move; Chair, Plastic seat / back, No arms, Glides Frame Finish: METALLIC PAINT 4799 - PLATINUM METALLIC Seat Finish: PLASTIC 6BE1 - ORE Shell Finish: PLASTIC 6BE1 - ORE Glide: SOFT GLIDES Tag For BREAKROOM 617 MOVE	181.15	724.60
2	1	BFRQ36 STEELCASE Table-Square, 36D Edge Finish: PLASTIC - PG1 6053 - SEAGULL Top Surface Finish: LAMINATE FINISHES 2883 - SEAGULL Tag For BREAKROOM 617 36/36	200.62	200.62
3	1	BX36 STEELCASE Base-X, 36W Base Finish: METALLIC PAINT 4799 - PLATINUM METALLIC Column Finish: METALLIC PAINT 4799 - PLATINUM METALLIC Tag For BREAKROOM 617 XB	203.11	203.11

ACCEPTED BY _____ TITLE _____ DATE _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END	Subsection		Subsection Sub Total	1,128.33
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	1,128.33
BEG	Subsection	IT OFFICE 1 620		
4	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For IT OFFICE 1 620 LEAP	756.39	756.39
5	1	AWAK STEELCASE Attachment kit, Cabinet to cabinet application Tag For IT OFFICE 1 620	17.15	17.15
6	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For IT OFFICE 1 620 CFI-S-C	157.89	157.89
7	4	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED	982.06	3,928.24

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
8	Tag For	IT OFFICE 1 620 BINDU		
	1	CRCD2HFSLFR STEELCASE Credenza-2-High,Open/Lateral Size Option: Modular Depth: 24.00000 Width: 72.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full	1,122.31	1,122.31
9	Tag For	IT OFFICE 1 620 24/72/LO		
	1	CRDSKOSPL STEELCASE Desk- Single Pedestal, Left Hand,6" Overhang Size Option: Modular Depth: 36.00000 Width: 72.00000 Support - Right: Full Depth End Panel Support - Left: Box/Box/File Pedestal Modesty Panel: Full Counterweight: With Counterweight Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL)	944.15	944.15

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
10	1	Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Grommet Location: No Grommet Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Thickness - Worksurface: 1.12500 Tag For IT OFFICE 1 620 36/72/BBF/FD	654.48	654.48
		CROHHD STEELCASE Overhead- Hinged Doors Size Option: Modular Width: 72.00000 Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Tag For IT OFFICE 1 620 OH/72.0000/15		
11	1	CRRTBL STEELCASE Table, Round Diameter: 48.00000 Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Type: X-Base X-Base Finish: Textured Paint 7243 - SEAGULL Column Finish: Textured Paint 7243 - SEAGULL Thickness - Worksurface: 1.12500 Tag For IT OFFICE 1 620 48/XB	514.70	514.70
12	1	CRTBWM STEELCASE	268.26	268.26

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Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
13	1	Tackboard, Wallmount Size Option: Parametric Height: 22.50000 Width: 72.00000 Tackboard Finish: Bariolage G205 - NEW BALLATA Fabric Direction: Horizontal Tag For IT OFFICE 1 620 TB/72/22.5000 CRTWFFR STEELCASE Tower- Single Door,File/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 66.50000 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME	993.44	993.44
14	1	Tag For IT OFFICE 1 620 ST/66.5 DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC Tag For IT OFFICE 1 620 PS/2P1AC20	219.60	219.60
15	1	DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W	52.54	52.54

ACCEPTED BY _____ TITLE _____ DATE _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
16	6	Tag For IT OFFICE 1 620 TS LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 6-318	N/C	N/C
17	1	Tag For IT OFFICE 1 620 MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 24.00000 Width: 46.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE	679.35	679.35
		Tag For IT OFFICE 1 620 24/46/EXT-UP		
			Subsection Sub Total	10,308.50
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	10,308.50
END	Subsection			
BEG	Subsection	IT OFFICE 2 621		
18	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID	756.39	756.39

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
19	1	Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For IT OFFICE 2 621 LEAP	157.89	157.89
		CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For IT OFFICE 2 621 CFI-S-C		
20	1	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For IT OFFICE 2 621 BINDU	982.06	982.06
21	1	CRCD2HFSLFL STEELCASE Credenza-2-High,Lateral/Open Size Option: Modular Depth: 24.00000 Width: 66.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL)	1,069.39	1,069.39

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
22	1	Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For IT OFFICE 2 621 24/66/LO CRTWFFL STEELCASE Tower- Single Door,File/File, Hinged Left Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 54.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Tag For IT OFFICE 2 621 ST/54.125	951.02	951.02
23	1	DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC Tag For IT OFFICE 2 621 PS/2P1AC20	219.60	219.60

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
24	1	DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W Tag For IT OFFICE 2 621 TS	52.54	52.54
25	3	LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 3-320 Tag For IT OFFICE 2 621	N/C	N/C
26	1	MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 29.00000 Width: 70.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For IT OFFICE 2 621 29/70/EXT-UP	755.80	755.80
			Subsection Sub Total	4,944.69
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	4,944.69
END	Subsection			
BEG	Subsection	IT OFFICE 3 622		

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
27	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For IT OFFICE 3 622 LEAP	756.39	756.39
28	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For IT OFFICE 3 622 CFI-S-C	157.89	157.89
29	1	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For IT OFFICE 3 622 BINDU	982.06	982.06
30	1	CRCD2HFSLFR STEELCASE Credenza-2-High,Open/Lateral Size Option: Modular Depth: 24.00000 Width: 72.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT	1,122.31	1,122.31

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
31	1	Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For IT OFFICE 3 622 24/72/LO	951.02	951.02
		CRTWFFR STEELCASE Tower- Single Door,File/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 54.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Tag For IT OFFICE 3 622 ST/54.125		
32	1	DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG	219.60	219.60

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
33	1	PVC: With PVC Tag For IT OFFICE 3 622 PS/2P1AC20 DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W	52.54	52.54
34	3	Tag For IT OFFICE 3 622 TS LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 3-319	N/C	N/C
35	1	Tag For IT OFFICE 3 622 MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 29.00000 Width: 70.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE	755.80	755.80
		Tag For IT OFFICE 3 622 29/70/EXT-UP		
			Subsection Sub Total	4,997.61
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	4,997.61

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END				
BEG	Subsection	IT OPEN OFFICE		
36	8	436AIR STEELCASE Steelcase Series 2; Chair-Air back Air Back Finish: Plastic - PG1 6205 - BLACK Seat Finish: Buzz2 5G51 - SABLE Sewn Seat Upholstery: Sewn Color Scheme: Black Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest Coat Hanger: No Coat Hanger Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant Packaging: Not Applicable	448.43	3,587.44
	Tag For	IT OPEN OFFICE SERIES2		
37	3	475412M STEELCASE Player; Chair-Leg base, Smooth arms, Glides Back Finish: STAND IN 5627 - GRAHAM Frame Finish: PLASTIC 6205 - BLACK Seat Finish: STAND IN 5627 - GRAHAM Back: UPH STD BACK SET Seat: UPH STD SEAT SET Glide: HARD GLIDES Soil Retardant: NO SOIL RETARDANT TREATMENT	207.01	621.03
	Tag For	IT OPEN OFFICE PLAYER		
38	8	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp	157.89	1,263.12
	Tag For	IT OPEN OFFICE CFI-S-C		
39	8	CRHAD1H STEELCASE	430.26	3,442.08

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
40	3	Low Storage-1-High Integrated Height Adjustable Desk Size Option: Modular Depth: 18.87500 Width: 30.00000 Desk Type: Migration SE Back Panel: With a Back Panel Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Tag For IT OPEN OFFICE HAD/M/1/30	63.43	190.29
		CRHADCT STEELCASE Top, Common, Height Adjustable Desk Application Size Option: Modular Depth: 18.87500 Width: 30.00000 Desk Type: Migration SE Handedness: Left Hand Desk Depth (Worksurface): 23.00000 Leg Type: T Leg Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Thickness - Worksurface: 1.12500 Tag For IT OPEN OFFICE CT/19/30		
41	5	CRHADCT STEELCASE Top, Common, Height Adjustable Desk Application Size Option: Modular Depth: 18.87500 Width: 30.00000 Desk Type: Migration SE Handedness: Right Hand Desk Depth (Worksurface): 23.00000 Leg Type: T Leg Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Thickness - Worksurface: 1.12500	63.43	317.15

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
42	8	Tag For IT OPEN OFFICE CT/19/30 CRL15HBF STEELCASE Lateral-1.5-High,Box/File Size Option: Modular Depth: 18.87500 Width: 36.00000 Top: With Top Application: Full Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Counterweight: With Counterweight Worksurface Thickness: 1.12500	607.21	4,857.68
	1	Tag For IT OPEN OFFICE BF/1.5/36 CRRTBL STEELCASE Table, Round Diameter: 36.00000 Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Type: X-Base X-Base Finish: Textured Paint 7243 - SEAGULL Column Finish: Textured Paint 7243 - SEAGULL Thickness - Worksurface: 1.12500		
43	1	Tag For IT OPEN OFFICE 36/XB	408.04	408.04

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
44	8	DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC Tag For IT OPEN OFFICE PS/2P1AC20	219.60	1,756.80
45	8	DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W Tag For IT OPEN OFFICE TS	52.54	420.32
46	1	HDPNLCNT STEELCASE High density; Bracket, Panel Connector Handedness: Right Hand Tag For IT OPEN OFFICE PBHD-RH	37.77	37.77
47	5	HDPNLCNT STEELCASE High density; Bracket, Panel Connector Handedness: Left Hand Tag For IT OPEN OFFICE PBHD-LH	37.77	188.85
48	2	HDPNLCNT STEELCASE High density; Bracket, Panel Connector Handedness: Right Hand Tag For IT OPEN OFFICE PBHD-RH	37.77	75.54
49	5	HDSTG STEELCASE High density; Cabinet Width: 12.00000 Depth: 24.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front	1,261.99	6,309.95

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
50	3	Case Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7243 - SEAGULL Lock Finish: Polished Chrome 9201 - POLISHED CHROME Magnetic Board: No Magnetic Board Keys: Key Plug Pull: Bar Pull Pull Finish: Silver 9212 - SILVER Handedness: Left Hand Interior Configuration: Shelf Coat Closet: No Coat Closet Office Set: NONE Tag For IT OPEN OFFICE HDC/48/LH	1,261.99	3,785.97
		HDSTG STEELCASE High density; Cabinet Width: 12.00000 Depth: 24.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front Case Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7243 - SEAGULL Lock Finish: Polished Chrome 9201 - POLISHED CHROME Magnetic Board: No Magnetic Board Keys: Key Plug Pull: Bar Pull Pull Finish: Silver 9212 - SILVER Handedness: Right Hand Interior Configuration: Shelf Coat Closet: No Coat Closet Office Set: NONE Tag For IT OPEN OFFICE HDC/48/RH		
51	8	LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED	N/C	N/C

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
52	8	CHROME Key: KEY SPECIFIC 1-310 1-311 1-312 1-313 1-314 1-315 1-316 1-317 Tag For IT OPEN OFFICE	N/C	N/C
		LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 1-310 1-311 1-312 1-313 1-314 1-315 1-316 1-317 Tag For IT OPEN OFFICE		
53	8	MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 23.00000 Width: 58.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge	705.18	5,641.44

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
54	5	Corner: Square Corner Office Set: NONE Tag For IT OPEN OFFICE 23/58/EXT-UP TS71266TFGR STEELCASE Screen-Frameless glass, Recessed, Thin, 12H x 66W OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STANDARD TOP CAP TOP-CAP TOP CAP TEXT PNT *TOP-CAP:TEXTURED PAINT 7243 SEAGULL GLAS OPT *OPT:GLASS OPTIONS FROSTED FROSTED GLASS	394.04	1,970.20
55	3	Tag For IT OPEN OFFICE FG/66-R TS712UPHX STEELCASE Power infeed, 3+1, Multi purpose application, 12L in ft	144.09	432.27
56	4	Tag For IT OPEN OFFICE MPI TS71SSX STEELCASE Receptacle-System ground, Line 1, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp Option NOSTAMP STD:No Stamp	18.01	72.04
57	4	Tag For IT OPEN OFFICE TS72SSX STEELCASE Receptacle-System ground, Line 2, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp Option NOSTAMP STD:No Stamp	18.01	72.04

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
58	Tag For	IT OPEN OFFICE		
	2	TS73030TK STEELCASE Panel skin-Tackable acoustical, 30W x 30H SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION	74.82	149.64
59	Tag For	IT OPEN OFFICE		
	2	TS73036TK STEELCASE Panel skin-Tackable acoustical, 30H x 36W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION	80.64	161.28
60	Tag For	IT OPEN OFFICE		
	1	TS730HFS STEELCASE Frame, Horizontal package, Stacking, 30W	9.14	9.14
61	Tag For	IT OPEN OFFICE HFS30		
	1	TS730THF STEELCASE Frame-Horizontal package, Thin, 30W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS COH1 Std COH Top Cap - 1 End CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY	38.52	38.52
	Tag For	IT OPEN OFFICE 30/36s		

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
62	5	TS730THF STEELCASE Frame-Horizontal package, Thin, 30W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS OMIT CAP TOP CAP, OMITTED CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For IT OPEN OFFICE 30/48	36.58	182.90
63	2	TS730THF STEELCASE Frame-Horizontal package, Thin, 30W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For IT OPEN OFFICE 30/48	36.58	73.16
64	1	TS736HFS STEELCASE Frame, Horizontal package, Stacking, 36W Tag For IT OPEN OFFICE HFS36	9.70	9.70
65	1	TS736THF STEELCASE Frame, Horizontal package, Thin, 36W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS	40.73	40.73

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
66	5	COH1 Std COH Top Cap - 1 End CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For IT OPEN OFFICE 36/36s	38.79	193.95
		TS736THF STEELCASE Frame, Horizontal package, Thin, 36W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS OMIT CAP TOP CAP, OMITTED CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For IT OPEN OFFICE 36/48		
67	2	TS736THF STEELCASE Frame, Horizontal package, Thin, 36W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For IT OPEN OFFICE 36/48	38.79	77.58

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
68	4	TS73SSX STEELCASE Receptacle-System ground, Line 3, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp Option NOSTAMP STD:No Stamp Tag For IT OPEN OFFICE	18.01	72.04
69	14	TS74230TK STEELCASE Panel skin-Tackable acoustical, 42H x 30W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For IT OPEN OFFICE	86.73	1,214.22
70	14	TS74236TK STEELCASE Panel skin-Tackable acoustical, 42H x 36W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For IT OPEN OFFICE	93.66	1,311.24
71	22	TS74272TK STEELCASE Panel skin-Tackable acoustical, 42H x 72W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ HORIZONTAL APPLICATION ONLY Tag For IT OPEN OFFICE	142.98	3,145.56
72	11	TS748TEPJ STEELCASE Junction-End of run, Thin, 48H OPTIONS ** OPTIONS **	44.06	484.66

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
73	6	TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL Tag For IT OPEN OFFICE E48 TS748TIPJ STEELCASE Junction-In line, Thin, 48H	31.31	187.86
74	6	Tag For IT OPEN OFFICE I48 TS748TLPJ STEELCASE Junction-L, Thin, 48H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL Tag For IT OPEN OFFICE L48	69.00	414.00
75	4	TS748TTPJ STEELCASE Junction-T, Thin, 48H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL Tag For IT OPEN OFFICE T48	69.00	276.00
76	4	TS74SSX STEELCASE Receptacle-System ground, Line 4, 3+1 PLASTIC :6697 FOG OPTIONS ** OPTIONS ** CSTMPOPT *OPT:Controlled Stamp	18.01	72.04

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
77	4	Option NOSTAMP STD:No Stamp Tag For IT OPEN OFFICE TS772THF STEELCASE Frame, Horizontal package, Thin, 72W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS 1PL/1KO PLAIN 1 SIDE / KNOCKOUT 1 SIDE TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For IT OPEN OFFICE 72/48	82.02	328.08
78	3	TS772THF STEELCASE Frame, Horizontal package, Thin, 72W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For IT OPEN OFFICE 72/48	82.02	246.06
79	4	TS772THF STEELCASE Frame, Horizontal package, Thin, 72W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:Std Top Cap CABLEOPT *OPT:CABLE TRAY OPTION	82.02	328.08

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS PL BOTH PLAIN BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY		
	Tag For	IT OPEN OFFICE 72/48		
80	5	TS7FGJG STEELCASE Grommet-Junction, Package quantity 2, Frameless glass application	1.39	6.95
	Tag For	IT OPEN OFFICE JG		
81	8	TS7PK30X STEELCASE Kit-Power, 3+1, 30W	88.67	709.36
	Tag For	IT OPEN OFFICE PK/30		
82	6	TS7PK72X STEELCASE Kit-Power, 3+1, 72W	133.84	803.04
	Tag For	IT OPEN OFFICE PK/72		
83	5	TS7PT36X STEELCASE Kit-Power, 3+1, Pass through, 36W	71.21	356.05
	Tag For	IT OPEN OFFICE PT		
84	1	TS7Q8QTCTJ STEELCASE Junction-T, Change of height, Thin, 36 to 48 to 36 OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL	113.61	113.61
	Tag For	IT OPEN OFFICE T36-48-36		

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
85	2	TS7Q8TCIJ STEELCASE Junction-In line, Change of height, Thin, 36 to 48 OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL Tag For IT OPEN OFFICE I36-48	81.47	162.94
86	5	TS7STLS1 STEELCASE In line-Spanning Top Cap, Package quantity 1, Lightseal Tag For IT OPEN OFFICE	7.20	36.00
Subsection Sub Total				46,654.41
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				46,654.41
END	Subsection			
BEG	Subsection	PROCURE FOYER 601		
87	3	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For PROCURE FOYER 601 BINDU	982.06	2,946.18
Subsection Sub Total				2,946.18
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				2,946.18
END	Subsection			

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG	Subsection	PROCURE OFFICE 603		
88	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For PROCURE OFFICE 603 LEAP	756.39	756.39
89	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For PROCURE OFFICE 603 CFI-S-C	157.89	157.89
90	1	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For PROCURE OFFICE 603 BINDU	982.06	982.06
91	1	CRCD2HFSLFR STEELCASE Credenza-2-High,Open/Lateral Size Option: Modular Depth: 24.00000 Width: 72.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL)	1,122.31	1,122.31

ACCEPTED BY _____ TITLE _____ DATE _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
92	1	Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For PROCURE OFFICE 603 24/72/LO CRTWFFR STEELCASE Tower- Single Door,File/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 54.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Tag For PROCURE OFFICE 603 ST/54.125	951.02	951.02
93	1	DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray	219.60	219.60

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
94	1	Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC Tag For PROCURE OFFICE 603 PS/2P1AC20 DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W	52.54	52.54
95	3	Tag For PROCURE OFFICE 603 TS LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 3-321	N/C	N/C
96	1	Tag For PROCURE OFFICE 603 MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 29.00000 Width: 58.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For PROCURE OFFICE 603 29/58/EXT-UP	719.50	719.50
Subsection Sub Total				4,961.31
FLORIDA NON TAXABLE SALE				0.00

ACCEPTED BY _____ TITLE _____ DATE _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END			Total	4,961.31
BEG	Subsection	PROCURE OFFICE 604		
97	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For PROCURE OFFICE 604 LEAP	756.39	756.39
98	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For PROCURE OFFICE 604 CFI-S-C	157.89	157.89
99	2	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For PROCURE OFFICE 604 BINDU	982.06	1,964.12
100	1	CRCD2HFSLFL STEELCASE Credenza-2-High,Lateral/Open Size Option: Modular Depth: 24.00000	1,018.89	1,018.89

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
101	1	Width: 60.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For PROCURE OFFICE 604 24/60/LO CRTWFFL STEELCASE Tower- Single Door,File/File, Hinged Left Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 54.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Tag For PROCURE OFFICE 604 ST/54.125	951.02	951.02
102	1	DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W	52.54	52.54

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
103	3	Tag For PROCURE OFFICE 604 TS LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 3-322	N/C	N/C
104	1	Tag For PROCURE OFFICE 604 MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 29.00000 Width: 52.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE	705.53	705.53
		Tag For PROCURE OFFICE 604 29/52/EXT-UP		
			Subsection Sub Total	5,606.38
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	5,606.38
END	Subsection			
BEG	Subsection	PROCUREMENT CONFERENCE 605		
105	14	499122 STEELCASE Siento; Chair-Mid back, Aluminum base, Enclosed arms	1,706.38	23,889.32

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
106	1	UPHLSTRY:BR18 NEW SAND OPTIONS ** OPTIONS ** CASTER *OPT:CASTER OPTIONS HARD CST STD:HARD CASTERS SEAT OPT *OPT:ADJUSTABLE SEAT OPTIONS PNEU ADJ STD:ADJUSTABLE PNEUMATIC Tag For PROCUREMENT CONFERENCE 605 SIENTO CRRECTBL STEELCASE Table, Rectangle Width: 168.00000 Depth: 48.00000 Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Type: Rectangular Base Rectangular Base Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Thickness - Worksurface: 1.37500 Grommet: Hinged Door Tag For PROCUREMENT CONFERENCE 605 48/168/RB	3,023.13	3,023.13
Subsection Sub Total				26,912.45
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				26,912.45
END	Subsection			
BEG	Subsection	PROCUREMENT OFFICE 1 609		
107	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST	756.39	756.39

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
108	1	Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For PROCUREMENT OFFICE 1 609 LEAP CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp	157.89	157.89
109	2	Tag For PROCUREMENT OFFICE 1 609 CFI-S-C CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED	982.06	1,964.12
110	1	Tag For PROCUREMENT OFFICE 1 609 BINDU CRCD2HFSLFL STEELCASE Credenza-2-High,Lateral/Open Size Option: Modular Depth: 24.00000 Width: 60.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED	1,018.89	1,018.89

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
111	1	CHROME Keys: Key Plug Application: Full Tag For PROCUREMENT OFFICE 1 609 24/60/LO CRTBWM STEELCASE Tackboard, Wallmount Size Option: Parametric Height: 25.00000 Width: 60.00000 Tackboard Finish: Bariolage G205 - NEW BALLATA Fabric Direction: Horizontal	240.38	240.38
112	1	Tag For PROCUREMENT OFFICE 1 609 TB/60/25 CRTWFFL STEELCASE Tower- Single Door,File/File, Hinged Left Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 54.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME	951.02	951.02
113	1	Tag For PROCUREMENT OFFICE 1 609 ST/54.125 DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord	219.60	219.60

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
114	1	Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC Tag For PROCUREMENT OFFICE 1 609 PS/2P1AC20 DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W	52.54	52.54
115	3	Tag For PROCUREMENT OFFICE 1 609 TS LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 3-327	N/C	N/C
116	1	Tag For PROCUREMENT OFFICE 1 609 MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 29.00000 Width: 58.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For PROCUREMENT OFFICE 1 609 29/58/EXT-UP	719.50	719.50
Subsection Sub Total				6,080.33
FLORIDA NON TAXABLE SALE				0.00

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END			Total	6,080.33
BEG	Subsection	PROCUREMENT OFFICE 2 608		
117	1	46216179 STEELCASE Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: PLASTIC 6249 - PLATINUM SOLID Upholstery Finish: BUZZ 2 5G51 - SABLE Caster: HARD CASTERS Arm: H/W/P/D ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable Tag For: PROCUREMENT OFFICE 2 608 LEAP	756.39	756.39
118	1	AWAK STEELCASE Attachment kit, Cabinet to cabinet application Tag For: PROCUREMENT OFFICE 2 608	17.15	17.15
119	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For: PROCUREMENT OFFICE 2 608 CFI-S-C	157.89	157.89
120	4	CO200G STEELCASE Coalesse Bindu Low back Chair Base Finish: POLISHED TRIVALENT CHROME SELE 9207 - POLISHED TRIVALENT CHROME Upholstery Finish: STAND IN 5627 - GRAHAM Acrylic Latex Backing: FABRIC BACKER NOT REQUIRED Tag For: PROCUREMENT OFFICE 2 608 BINDU	982.06	3,928.24

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186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
121	1	CRCD2HFSLFR STEELCASE Credenza-2-High,Open/Lateral Size Option: Modular Depth: 24.00000 Width: 72.00000 Top: With Top Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Worksurface Thickness: 1.12500 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Application: Full Tag For: PROCUREMENT OFFICE 2 608 24/72/LO	1,122.31	1,122.31
122	1	CRDSKOSPL STEELCASE Desk- Single Pedestal, Left Hand,6" Overhang Size Option: Modular Depth: 36.00000 Width: 72.00000 Support - Right: Full Depth End Panel Support - Left: Box/Box/File Pedestal Modesty Panel: Full Counterweight: With Counterweight Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Grommet Location: No Grommet	944.15	944.15

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
123	1	Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME Thickness - Worksurface: 1.12500 Tag For PROCUREMENT OFFICE 2 608 36/72/BBF/FD CROHHD STEELCASE Overhead- Hinged Doors Size Option: Modular Width: 72.00000 Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Tag For PROCUREMENT OFFICE 2 608 OH/72.0000/15	654.48	654.48
124	1	CRRTBL STEELCASE Table, Round Diameter: 48.00000 Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Type: X-Base X-Base Finish: Textured Paint 7243 - SEAGULL Column Finish: Textured Paint 7243 - SEAGULL Thickness - Worksurface: 1.12500 Tag For PROCUREMENT OFFICE 2 608 48/XB	514.70	514.70
125	1	CRTBWM STEELCASE Tackboard, Wallmount Size Option: Parametric Height: 22.50000	268.26	268.26

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
126	1	Width: 72.00000 Tackboard Finish: Bariolage G205 - NEW BALLATA Fabric Direction: Horizontal Tag For PROCUREMENT OFFICE 2 608 TB/72/22.5000 CRTWFFR STEELCASE Tower- Single Door,File/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 66.50000 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Keys: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED CHROME	993.44	993.44
127	1	Tag For PROCUREMENT OFFICE 2 608 ST/66.5 DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC	219.60	219.60
128	1	Tag For PROCUREMENT OFFICE 2 608 PS/2P1AC20 DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W Tag For PROCUREMENT OFFICE 2 608 TS	52.54	52.54

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
129	6	LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 6-326 Tag For PROCUREMENT OFFICE 2 608	N/C	N/C
130	1	MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 24.00000 Width: 46.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For PROCUREMENT OFFICE 2 608 24/46/EXT-UP	679.35	679.35
Subsection Sub Total				10,308.50
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				10,308.50
END	Subsection			
BEG	Subsection	PROCUREMENT OFFICE 4 607		
131	2	436AIR STEELCASE Steelcase Series 2; Chair-Air back Air Back Finish: Plastic - PG1 6205 - BLACK Seat Finish: Buzz2 5G51 - SABLE Sewn Seat Upholstery: Sewn Color Scheme: Black	448.43	896.86

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
132	2	Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest Coat Hanger: No Coat Hanger Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant Packaging: Not Applicable Tag For PROCUREMENT OFFICE 4 607 SERIES2	157.89	315.78
		CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Textured Paint 7018 - PEWTER Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp Tag For PROCUREMENT OFFICE 4 607 CFI-S-C		
133	2	CRHAD1H STEELCASE Low Storage-1-High Integrated Height Adjustable Desk Size Option: Modular Depth: 18.87500 Width: 36.00000 Desk Type: Migration SE Back Panel: With a Back Panel Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Tag For PROCUREMENT OFFICE 4 607 HAD/M/1/36	430.26	860.52
134	1	CRHADCT STEELCASE Top, Common, Height Adjustable Desk Application Size Option: Modular Depth: 18.87500 Width: 36.00000 Desk Type: Migration SE Handedness: Left Hand Desk Depth (Worksurface): 29.00000 Leg Type: T Leg Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL)	68.28	68.28

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
135	1	Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Thickness - Worksurface: 1.12500 Tag For PROCUREMENT OFFICE 4 607 CT/19/36 CRHADCT STEELCASE Top, Common, Height Adjustable Desk Application Size Option: Modular Depth: 18.87500 Width: 36.00000 Desk Type: Migration SE Handedness: Right Hand Desk Depth (Worksurface): 29.00000 Leg Type: T Leg Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Thickness - Worksurface: 1.12500 Tag For PROCUREMENT OFFICE 4 607 CT/19/36	68.28	68.28
136	2	CRL15HBF STEELCASE Lateral-1.5-High,Box/File Size Option: Modular Depth: 18.87500 Width: 36.00000 Top: With Top Application: Full Top Surface Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Pull: Bar Pull Pull Finish: Polished Chrome 9201 - POLISHED	607.21	1,214.42

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
137	2	CHROME Counterweight: With Counterweight Worksurface Thickness: 1.12500 Tag For PROCUREMENT OFFICE 4 607 BF/1.5/36 DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6009 - ARCTIC WHITE Power Mount: C-Clamp Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 8' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC	219.60	439.20
138	2	Tag For PROCUREMENT OFFICE 4 607 PS/2P1AC20 DSTRAYLG STEELCASE Tray-Cable Management, Smart straps, 30W	52.54	105.08
139	1	Tag For PROCUREMENT OFFICE 4 607 TS HDPNLCNT STEELCASE High density; Bracket, Panel Connector Handedness: Right Hand	37.77	37.77
140	1	Tag For PROCUREMENT OFFICE 4 607 PBHD-RH HDPNLCNT STEELCASE High density; Bracket, Panel Connector Handedness: Left Hand	37.77	37.77
141	1	Tag For PROCUREMENT OFFICE 4 607 PBHD-LH HDSTG STEELCASE High density; Cabinet Width: 12.00000 Depth: 30.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front	1,371.69	1,371.69

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
142	1	Case Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7243 - SEAGULL Lock Finish: Polished Chrome 9201 - POLISHED CHROME Magnetic Board: No Magnetic Board Keys: Key Plug Pull: Bar Pull Pull Finish: Silver 9212 - SILVER Handedness: Left Hand Interior Configuration: Shelf Coat Closet: No Coat Closet Office Set: NONE Tag For PROCUREMENT OFFICE 4 607 HDC/48/LH	1,371.69	1,371.69
		HDSTG STEELCASE High density; Cabinet Width: 12.00000 Depth: 30.00000 Case Height: 48.00000 Front Color Scheme: Non Contrasting Front Case Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Grain Direction: Vertical Inner Finish: Textured Paint 7243 - SEAGULL Lock Finish: Polished Chrome 9201 - POLISHED CHROME Magnetic Board: No Magnetic Board Keys: Key Plug Pull: Bar Pull Pull Finish: Silver 9212 - SILVER Handedness: Right Hand Interior Configuration: Shelf Coat Closet: No Coat Closet Office Set: NONE Tag For PROCUREMENT OFFICE 4 607 HDC/48/RH		
143	2	LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED	N/C	N/C

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
144	2	CHROME Key: KEY SPECIFIC 1-324 1-325 Tag For PROCUREMENT OFFICE 4 607 LOCKFR STEELCASE FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 1-324 1-325 Tag For PROCUREMENT OFFICE 4 607	N/C	N/C
145	2	MGELTRQ STEELCASE Migration SE; Desk-Rectangle, T leg, Extended height Size: Modular Depth: 29.00000 Width: 58.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Controller: Up/Down Controller Power: NA 120V, NEMA 1-15 Type A - D Foot Option: Squared Edge Corner: Square Corner Office Set: NONE Tag For PROCUREMENT OFFICE 4 607 29/58/EXT-UP	719.50	1,439.00
146	1	TS71272TFGR STEELCASE Screen-Frameless glass, Recessed, Thin, 12H x 72W OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS WALL ST WALL START APPLICATION TOP-CAP TOP CAP	419.81	419.81

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
147	2	TEXT PNT *TOP-CAP:TEXTURED PAINT 7243 SEAGULL GLAS OPT *OPT:GLASS OPTIONS FROSTED FROSTED GLASS Tag For PROCUREMENT OFFICE 4 607 FG/72-R TS74272TK STEELCASE Panel skin-Tackable acoustical, 42H x 72W SURFACE :G205 NEW BALLATA OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ HORIZONTAL APPLICATION ONLY	142.98	285.96
148	1	Tag For PROCUREMENT OFFICE 4 607 TS748TEPJ STEELCASE Junction-End of run, Thin, 48H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7243 SEAGULL Tag For PROCUREMENT OFFICE 4 607 E48	44.06	44.06
149	1	TS748WPJ STEELCASE Junction-Wall start, 48H Tag For PROCUREMENT OFFICE 4 607 WS48	92.00	92.00
150	1	TS772THF STEELCASE Frame, Horizontal package, Thin, 72W BASIC :7243 SEAGULL OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS OMIT CAP TOP CAP, OMITTED CABLEOPT *OPT:CABLE TRAY OPTION	82.02	82.02

5 W Forsyth Street Suite 100
 Jacksonville, FL 32202
 tel: 904.737.5858 fax: 904.737.6088

313 N Monroe Street Suite 101
 Tallahassee, FL 32301
 tel: 850.383.4225 fax: 904.737.6088

Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
151	1	NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS PL BOTH PLAIN BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY	7.20	7.20
		Tag For PROCUREMENT OFFICE 4 607 72/48		
		TS7TFGRC STEELCASE Connector-Top cap, Frameless glass application		
		Tag For PROCUREMENT OFFICE 4 607		
		Subsection Sub Total		9,157.39
		FLORIDA NON TAXABLE SALE		0.00
			Subsection Total	9,157.39
END	Subsection			
152	1	PERDUE DESIGN SERVICES	937.50	937.50
153	1	PERDUE PROJECT MANAGEMENT LABOR	1,200.00	1,200.00
154	1	PERDUE LABOR TO RECEIVE DELIVER AND INSTALL	16,030.00	16,030.00

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
186224	07/23/25		C44451	MARY CORRIGAN	1916

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
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By accepting this quote the following standard conditions are implied:
 *Normal business hours (NBH) delivery and installation unless noted otherwise.
 *Truck to destination transfer not exceeding 50 feet.

*Unrestricted use of an elevator is REQUIRED when applicable.
 *Stair carry is NOT included and must be quoted as additional labor.
 *All product is to be installed in a clean, clear, & unimpeded space free of construction and construction

workers with the exception of the required electrical and data personnel.
 *Electrical & data work is to be done by others.
 *Any deviation from these standard conditions may result in additional labor charges.
 Quote valid for 30 days

STATE CONTRACT 56120000-24-NY-ACS

QUOTATION TOTALS

Sub Total	152,173.58
FLORIDA NON TAXABLE SALE	0.00
Grand Total	152,173.58

End of Quotation

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Planning and Development Director
DATE:	August 4, 2025
SUBJECT:	Ordinance No. 2025-8226 Small Scale Future Land Use Map Amendment to change the Future Land Use Map designation of 0.91 acres from Recreation Open Space to Low Density Residential

BACKGROUND

The subject property is the northernmost portion of the Ponte Vedra Inn and Club Golf Course, with access from Ponce De Leon Boulevard. The subject property is roughly 0.91 acres of undeveloped land north of the last hole and surrounding green of the golf course. At the time of the creation of this portion of the course, the entirety of the parcel was given a Recreation and Open Space (ROS) land use designation, as it was all associated with the golf course. The area that is the subject of this application lies north of the developed portions of the golf course, and in the initial redesign of the golf course was listed as "future development".

Under both the previous and current LDC, the property is located in the Residential Single Family: RS-1 zoning district. The City of Jacksonville Beach has maintained the existing zoning districts since the adoption of the past LDC and Comprehensive Plan going back to at least 1992. Residential, single-family: RS-1 is the lowest intensity zoning category, and is applied to all types of Future Land Use Map (FLUM) designations, including Recreation/Open Space, Conservation, and open community spaces located within PUD subdivisions. Nothing in the City's LDC or Comprehensive Plan enshrines the right to develop RS-1 zoned property with a non-low density residential land use, such as a private golf course.

Evaluation

The applicant has requested the City change the FLUM designation from ROS to Low Density Residential (LDR). In the 2030 Comprehensive Plan as well as the recently adopted 2050 Comprehensive Plan, there has been a requirement that the change of any FLUM designation from ROS to anything else requires the like-for-like use of another property as ROS, to ensure the city has adequate public recreation and open space. The proposed FLUM change will be mitigated with the new Passive Park being located along South Beach Parkway. The size of the proposed passive park is larger than the applicant's property, and thus will account for no net loss of land utilized for recreation or open space.

2050 Comprehensive Plan Strategy OS 1.2.1 - The City shall not allow the conversion of park and recreational open space areas into other public or private uses, except where the public interest overrides the conversion of these lands; and then only allowable after a public hearing and demonstration by the City that the converted areas will be replaced within one year by recreation and open space land of a similar size, location, and type of use.

The subject property is undeveloped but is not undisturbed wilderness. The parcel is, in essence, under-utilized land within an area of existing single-family development, and is not currently used

for recreation of any kind, but is simply in a wild, unkept state. The proposed FLUM change would make the property more compatible with the surrounding homes, and will not adversely impact the golf course or the surrounding single-family LDR designated properties.

Staff have reviewed the request and found it to be consistent with the 2050 Comprehensive Plan as follows:

Strategy FLU 1.2.14 – Encourage the maintenance, restoration and adaptive reuse of existing developed areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

The subject property is located within the middle of an existing residential neighborhood, which includes platted lands that precede the adoption of the Comprehensive Plan. Its location is along an existing residential street, is immediately adjacent to State Road A1A, and is in proximity to Butler Blvd (S.R. 202) and several commercial centers. Overall, the location is consistent with the above strategy.

Strategy FLU 1.3.1 – The City shall promote redevelopment of underutilized or deteriorated properties.

As noted earlier in this report, this property is currently underutilized and undeveloped. Though included in the original ROS designation for the golf course, there was never any plan to use this area for recreation or open space, as it is currently wild and not maintained as a residential space or active or passive recreation. The conversion to LDR, and the relocation of a recreation use to a future public park that will be activated for public recreation is consistent with the above strategy.

Strategy FLU 1.4.2 – The City shall work with private developers to provide residents with a diversity of housing stock that meets the needs of all residents and provides neighborhood character, a sense of place, and a lively community.

The proposed ROS to LDR FLUM change will allow for more single-family homes to be constructed inside an existing developed neighborhood. The use of the ROS land for public recreation would be disruptive to the existing residents, and not an asset to the community. Relocating the ROS designation to a future City Park will help to retain the existing neighborhood's character and sense of place, while the new park will add additional public recreation space.

Intent H 1.2 - The City shall provide the adequate supporting infrastructure throughout Jacksonville Beach to support the provision of housing by the private sector.

The proposed change from ROS to LDR will not result in any diminished level of service for public facilities. Based on the size of the parcel, only a handful of homes could be constructed, with the total number not to exceed the density of the Comprehensive Plan. Any potential impact on city utilities would have to be addressed by the applicant prior to any permits issued for development plans, plats, or building permits. Water, sewer, electric, and paved roads are available for the

development of this property.

Staff have reviewed the request and found it to be consistent with the new Land Development Code as follows:

The proposed amendment is not in conflict with the LDC, as the new LDC contemplates the construction of new single-family where appropriate, and the construction of new public parks where, and as needed. The proposed change to LDR is more consistent with the surrounding land uses than ROS, as a new park in the middle of an existing neighborhood would be less compatible and likely disruptive to the residents. The construction of new single-family homes is more consistent and compatible with the existing residences.

The proposed change from ROS to LDR will not negatively impact any environmentally sensitive lands. As previously noted, this property is not virgin land, but has had trees removed, has been used for access during construction of the golf course, and was never located adjacent to any conservation lands or protected uplands. Though there may be some native wildlife living in the small wooded areas, any adverse impacts on wildlife would have to be addressed during the permitting process, if needed.

While staff cannot predict the housing market, nothing in the proposed FLUM amendment would have a negative impact on surrounding property values, as the proposed change would simply make the subject parcel the same as the surrounding homes in intensity, and the lot size and home scale would be dictated by the LDC, and would be compatible with the surrounding lots and homes. This property is a holdover from the development of the golf course, but was never actively utilized for any recreation or open space purpose. The creation of a new public space for passive or active recreation would be less consistent than new homes, and the existing development pattern would simply be continued in this area, making the property more consistent in use, as it is already in the same zoning district of RS-1.

Single-family residential zoned properties, especially those that allow for the development of multiple single-family homes, are virtually nonexistent within the City. Conversely, the ability to locate new ROS designated lands has more options, including the one identified by the City. Although there may be other properties in the city that could achieve similar density, this property is already situated between existing single-family, and already has access from paved streets and available utilities exist in the vicinity. It would be difficult to find another undeveloped property within the LDR FLUM designation that has all of these attributes.

Staff finds that the proposed amendment is in compliance with and consistent with the requirements set forth in Florida Statutes Chapter 163, where applicable. The Planning Commission considered the application at a regular meeting / public hearing held on June 9, 2025 and **recommended approval** by the City Council. City Council considered the small scale land use amendment on first reading at their regular meeting held on July 21, 2025.

Based on the information provided by the applicant in their submittal, and a review of the Comprehensive Plan and LDC criteria, staff recommend **approval** of the proposed Small Scale Land Use Amendment.



FINANCIAL IMPACT

Increased taxable property values and corresponding revenues.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2025-8226 on the second reading for a Small Scale Future Land Use Map Amendment to change the Future Land Use Map designation of 0.91 acres from Recreation Open Space to Low Density Residential

ATTACHMENTS

1. Letter of Support
2. Golf Course Site Plan
3. Ordinance 2025-8226 Small Scale Land Use Amendment
4. Exhibit A - Small Scale Land Use Amendment Application

To Whom It May Concern,

The undersigned are the owners and residents of the home located at 4209 2nd Street South, Jacksonville Beach, Florida.

We have met with the owner and agent for the comprehensive plan amendment application for the nearby property. After reviewing the application and materials we are fully in support of the proposed change of the property to low-density residential and the development of no more than three (3) homes on the property.

Brandon and Korri Zaharie

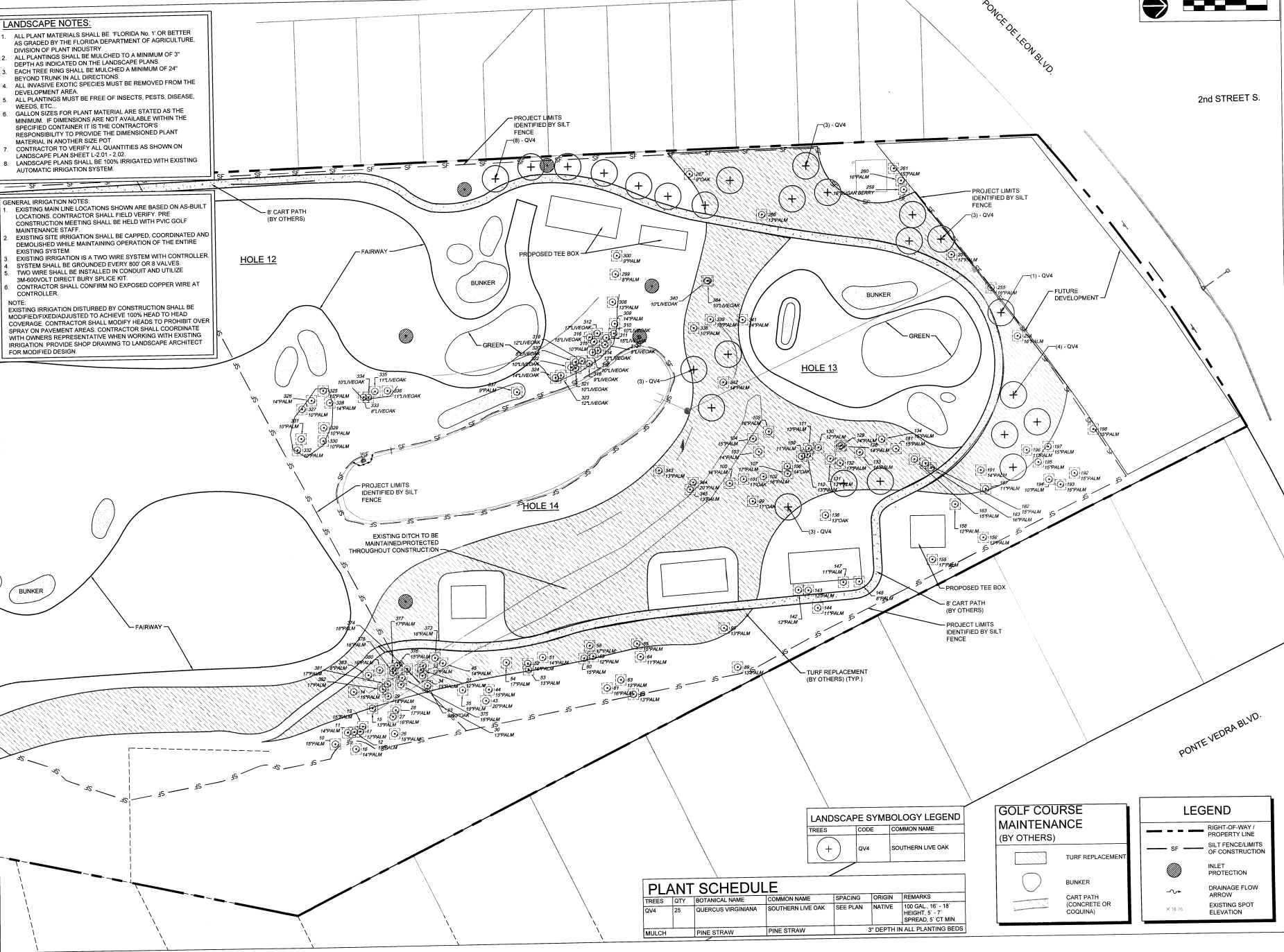
LANDSCAPE NOTES:

1. ALL PLANT MATERIALS SHALL BE "FLORIDA No. 1" OR BETTER AS GRADED BY THE FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY.
2. ALL PLANTINGS SHALL BE MULCHED TO A MINIMUM OF 3" DEPTH AS INDICATED ON THE LANDSCAPE PLANS.
3. EACH TREE RING SHALL BE MULCHED A MINIMUM OF 24" BEYOND TRUNK IN ALL DIRECTIONS.
4. ALL INVASIVE EXOTIC SPECIES MUST BE REMOVED FROM THE DEVELOPMENT AREA.
5. ALL PLANTINGS MUST BE FREE OF INSECTS, PESTS, DISEASE, WEEDS, ETC.
6. GALLON SIZES FOR PLANT MATERIAL ARE STATED AS THE MINIMUM. IF DIMENSIONS ARE NOT AVAILABLE WITHIN THE SPECIFIED CONTAINER IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE DIMENSIONED PLANT MATERIAL IN ANOTHER SIZE POT.
7. CONTRACTOR TO VERIFY ALL QUANTITIES AS SHOWN ON LANDSCAPE PLAN SHEET L-2.01 - 2.02.
8. LANDSCAPE PLANS SHALL BE 100% IRRIGATED WITH EXISTING AUTOMATIC IRRIGATION SYSTEM.

GENERAL IRRIGATION NOTES:

1. EXISTING MAIN LINE LOCATIONS SHOWN ARE BASED ON AS-BUILT LOCATIONS. CONTRACTOR SHALL FIELD VERIFY. PRE-CONSTRUCTION MEETING SHALL BE HELD WITH P.V.C. GOLF MAINTENANCE STAFF.
2. EXISTING SITE IRRIGATION SHALL BE CAPPED, COORDINATED AND DEMOLISHED WHILE MAINTAINING OPERATION OF THE ENTIRE EXISTING SYSTEM.
3. EXISTING IRRIGATION IS A TWO WIRE SYSTEM WITH CONTROLLER.
4. SYSTEM SHALL BE GROUNDED EVERY 800' OR 8 VALVES.
5. TWO WIRE SHALL BE INSTALLED IN CONDUIT AND UTILIZE 3M-500VOLT DIRECT BURY SPLICE KIT.
6. CONTRACTOR SHALL CONFIRM NO EXPOSED COPPER WIRE AT CONTROLLER.

NOTE:
EXISTING IRRIGATION DISTURBED BY CONSTRUCTION SHALL BE MODIFIED/ADJUSTED TO ACHIEVE 100% HEAD TO HEAD COVERAGE. CONTRACTOR SHALL MODIFY HEADS TO PROHIBIT OVER SPRAY ON PAVEMENT AREAS. CONTRACTOR SHALL COORDINATE WITH OWNERS REPRESENTATIVE WHEN WORKING WITH EXISTING IRRIGATION. PROVIDE SHOP DRAWING TO LANDSCAPE ARCHITECT FOR MODIFIED DESIGN.



LANDSCAPE SYMBOLOGY LEGEND

TREES	CODE	COMMON NAME
(+)	QV4	SOUTHERN LIVE OAK

GOLF COURSE MAINTENANCE (BY OTHERS)

(Turf Replacement Symbol)	TURF REPLACEMENT
(Bunker Symbol)	BUNKER
(Cart Path Symbol)	CART PATH (CONCRETE OR COQUINA)

LEGEND

(Right-of-Way / Property Line Symbol)	RIGHT-OF-WAY / PROPERTY LINE
(Silt Fence / Limits of Construction Symbol)	SILT FENCE/LIMITS OF CONSTRUCTION
(Inlet Protection Symbol)	INLET PROTECTION
(Drainage Flow Arrow Symbol)	DRAINAGE FLOW ARROW
(Existing Spot Elevation Symbol)	EXISTING SPOT ELEVATION

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SPACING	ORIGIN	REMARKS
QV4	25	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	SEE PLAN	NATIVE	100 GAL. 16" - 18" HEIGHT, 5' - 7' SPREAD, 5' CT MIN.
MULCH		PINE STRAW	PINE STRAW			3" DEPTH IN ALL PLANTING BEDS

PROSSER
Community - Management - Energy - Relationships

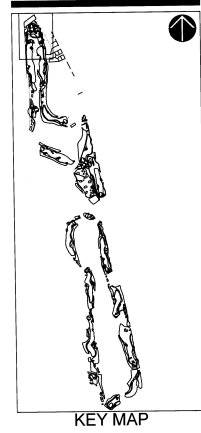
13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224-0229

Office 904.739.3555
Fax 904.730.3413

www.prosserinc.com

Florida Certificate of Authorization
Number: 00004050

OCEAN COURSE HOLES 12, 13 & 14 IMPROVEMENTS



DATE: JULY, 2019

PROJECT NO.: 119943.01

DESIGNED BY: TDO

DRAWN BY: TDO

SCALE: SEE PLAN

No.	Date	Revision
1	7/20/2019	1st SURVAY SUBMITTAL
2	8/2/2019	2nd SURVAY SUBMITTAL
3	9/18/2019	1st COB SUBMITTAL
4	9/30/2019	2nd COB SUBMITTAL

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE

SHEET TITLE

LANDSCAPE PLAN

119943.01 P.V.C. Ocean Course Landscaping/Drawings/Sheet/L-1.0 9/30/2019 10:45:59 AM Tim O'Reilly

LANDSCAPE ARCHITECT
TIMOTHY O'REILLY
P.V.C. 119943.01

L1.0
SHEET

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2025-8226

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING THE 2050 COMPREHENSIVE PLAN FUTURE LAND USE MAP, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATIONS ON APPROXIMATELY 0.91 ACRES OF LAND LOCATED ON PONCE DE LEON BOULEVARD BETWEEN SECOND STREET SOUTH AND PONTE VEDRA BOULEVARD FROM RECREATION OPEN SPACE TO LOW DENSITY RESIDENTIAL; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the owner of the property described in Exhibit A attached hereto has voluntarily petitioned to change the future land use map designation of 0.91 acres of land from Recreation Open Space (ROS) to Low Density Residential (LDR); and

WHEREAS, the property consists of less than 50 acres and is considered a small-scale land use amendment pursuant to Florida Statutes; and

WHEREAS, as required by law, the City of Jacksonville Beach has advertised for two public hearings prior to the adoption of this ordinance; and

WHEREAS, a Low Density Residential (LDR) Future Land Use designation is compatible with surrounding existing land uses, and such designation is compatible with surrounding future land use designations; and

WHEREAS, the City of Jacksonville Beach Planning Commission serving as the City's Local Planning Agency and the City Council held a duly noticed public hearing providing opportunity for individuals to hear and be heard regarding the adoption of the proposed map amendment; and

WHEREAS, the City Council has reviewed and considered all relevant evidence and information and testimony presented by witnesses, the public, and City staff; and

WHEREAS, the City Council finds this amendment in compliance with Chapter 163, Florida Statutes, and the City of Jacksonville Beach adopted 2050 Comprehensive Plan; and

WHEREAS, the adoption of this amendment is in the best interest of the health, safety, and general welfare of the citizens of the City of Jacksonville Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. FUTURE LAND USE MAP AMENDMENT. The 2050 Comprehensive Plan and Future Land Use Map of the City of Jacksonville Beach, Florida is hereby amended to reflect a re-designation of 0.91 acres of land from Recreation Open Space (ROS) to Low Density Residential (LDR), for the property described in Exhibit A, attached hereto.

SECTION 2. CONFLICTING ORDINANCES. That all ordinances, resolutions previously adopted by the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent herewith.

SECTION 3. SEVERABILITY. If any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 4. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 5. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2025.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney



COMPREHENSIVE PLAN AMENDMENT

PC No. 07-25

APPLICATION

APR 23 2025

PC HEARING DATE 6/9/25

AS400# 25-100026

CC HEARING DATE 7/21/25

8/4/25

This form is intended for use in submitting a Site Specific Comprehensive Plan Amendment. A Site Comprehensive Plan Amendment is a request submitted by a property owner or group of property owners requesting a change in the boundaries of the Future Land Use Map of the Future Land Use Element of City of Jacksonville Beach 2050 Comprehensive Plan Element. It is not intended to relieve particular hardships, nor to confer special privileges or rights on any person, but only to make necessary adjustments in light of changing conditions. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance.

APPLICANT INFORMATION

Land Owner's Name: Southside Boulevard Land Company, Inc.

Telephone: 904-651-8958

Mailing Address: 9540 San Jose Boulevard

Fax: _____

Jacksonville, Florida 32257

E-Mail: _____

Applicant Name: _____

Telephone: _____

Mailing Address: _____

Fax: _____

E-Mail: zwmlaw@gmail.com

NOTE: Written authorization from the land owner is required if the applicant is not the owner.

Agent Name: Zach Miller, Esq.

Telephone: 904-651-8958

Mailing Address: 3203 Old Barn Court

Fax: _____

Ponte Vedra Beach, Florida 32082

E-Mail: zwmlaw@gmail.com

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

COMPREHENSIVE PLAN AMENDMENT DATA

Street Address of Property: 0 PONCE DE LEON BLVD Jacksonville Beach FL 32250 Real Estate Number: 181758-0010

Legal Description (Attach Copy of Deed): Attached

Current Future Land Use Map Designation: ROS Proposed Future Land Use Map Designation: LDR

Current Zoning Classification: RS-1

In reviewing an application for a site specific comprehensive plan amendment, the Planning Commission and City Council are required to consider the following items, in addition to the relationship to and consistency of the proposed change with the intent of the comprehensive plan. Attach a narrative statement outlining the relationship of the proposed amendment to the applicable factors:

1. Changed projections in the Comprehensive Plan that affect the boundaries of the Future Land Use Map;
2. Changed assumptions, including but not limited to the fact that growth in the area, in terms of the development of vacant land, new development, and the availability of public services has altered the character such that the amendment is now reasonable and consistent with the land use characteristics;
3. Data errors, including errors in mapping, vegetative types and natural forms in the Comprehensive Plan.
4. New issues that have arisen since the adoption of the Comprehensive Plan;
5. Recognition of a need for additional detail or comprehensiveness in the Comprehensive Plan; and
6. Data updates.

From: [David Migut](#)
To: ["zwmlaw@gmail.com"](mailto:zwmlaw@gmail.com)
Cc: [Mike Staffopoulos](#)
Subject: RE: Ponce De Leon Blvd
Date: Monday, January 13, 2025 4:04:29 PM
Attachments: [image001.jpg](#)

Zach,

City staff would be receptive to a small scale comprehensive plan amendment. As no rezoning would be necessary, the applicant would be able to develop however many houses can fit under the RS1 zoning on the property.

Regarding the comp plan policy that recreational open space areas can only be converted to private uses if they will be replaced within one year by recreation or open space land of a similar size and location, there is a row of lots on the northwest side of the intersection of South Beach Parkway and Jacksonville Drive that is roughly the same size as your clients parcel, and plans are underway to convert this land to a passive park. City staff can support a finding that this land can serve as the replacement required under the comp plan.

There of course, will be ancillary issues that your client may encounter, just like in any other development. For example, there may be an issue with water pressure in the area that will need to be addressed.

Please feel free to follow up directly with Planning and Development staff to discuss this matter further.

Thanks,

David Migut
City Attorney

From: David Migut
Sent: Friday, January 10, 2025 1:56 PM
To: 'zwmlaw@gmail.com' <zwmlaw@gmail.com>
Subject: RE: Ponce De Leon Blvd

Zach,

I'll be back in touch this coming Monday afternoon.

AGENT AUTHORIZATION

April 22, 2025

To Whom It May Concern:

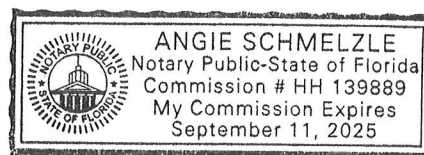
This letter is to authorize Zach Miller, Esq. to sign and act as agent for submittal, amendment and approval of application for a small scale comprehensive plan amendment for a portion of properties with the following real estate numbers: 181758-0010 as more particularly described in the legal description included.

By: [Signature]
Name: Lucas J Hildebrand
Title: VP/ST

COUNTY OF Duval
STATE OF FLORIDA

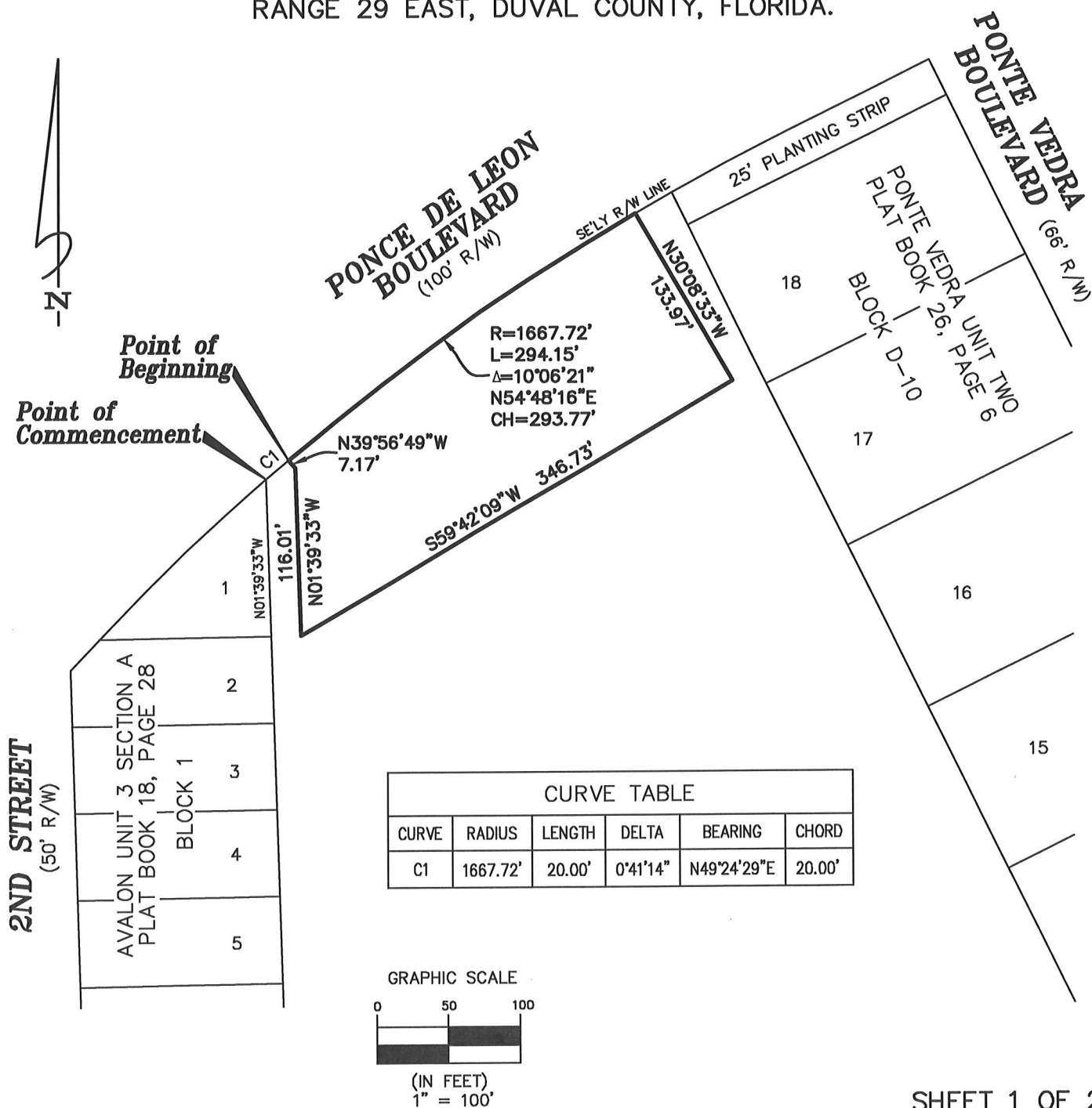
The foregoing was acknowledged before me this 22nd day of April by Lucas J. Hildebrand as VP/ST of Southside Blvd. Land Co., Inc. on behalf of the Company. (He/She is personally known to me or produced as identification.

[Signature]
Notary Public Signature
Print Name: Angie Schmelzle
Commission Expires: 9-11-2025



MAP SHOWING

A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH,
RANGE 29 EAST, DUVAL COUNTY, FLORIDA.



SHEET 1 OF 2

JOB NO. 2025-83

DRAFTER JRS

DATE 4-11-25

SCALE 1"=100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).



CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

MAP SHOWING

A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 1, AS SHOWN ON THE PLAT OF AVALON UNIT 3 SECTION A, RECORDED IN PLAT BOOK 18, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1667.72 FEET, AN ARC DISTANCE OF 20.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°24'29" EAST, 20.00 FEET, TO A POINT OF THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1667.72 FEET, AN ARC DISTANCE OF 294.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°48'16" EAST, 293.77 FEET; THENCE SOUTH 30°08'33" EAST, 133.97 FEET; THENCE SOUTH 59°42'09" WEST, 346.73 FEET; THENCE NORTH 01°39'33" WEST, 116.01 FEET; THENCE NORTH 39°56'49" WEST, 7.17 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.91 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON E'LY LINE OF BLOCK 1, AVALON UNIT 3 SECTION A (PLAT BOOK 18, PAGE 28) AS N01°39'33"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983(2011).
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. CROSS REFERENCE CLARY SURVEY T3S-1074.

LEGEND

R/W = RIGHT OF WAY
R = RADIUS
L = LENGTH
Δ = DELTA
CH = CHORD DISTANCE

SHEET 2 OF 2



2025-03-24 5:33:37 PM Tim O'Reilly



41st AVE. S.

2nd ST. S.

PONCE DE LEON BOULEVARD
(SEE R/W)
PONCE DE LEON BLVD.

25' PLANTING STRIP

± 0.08 AC. 'REC'
AREA TO REMAIN

FUTURE
DEVELOPMENT
TRACT

O.R.B. 17878, PAGE 60

LOT 1
± 0.05 AC. 'REC'
AREA TO REMAIN

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

2nd ST. S.

2ND STREET
(SEE R/W)

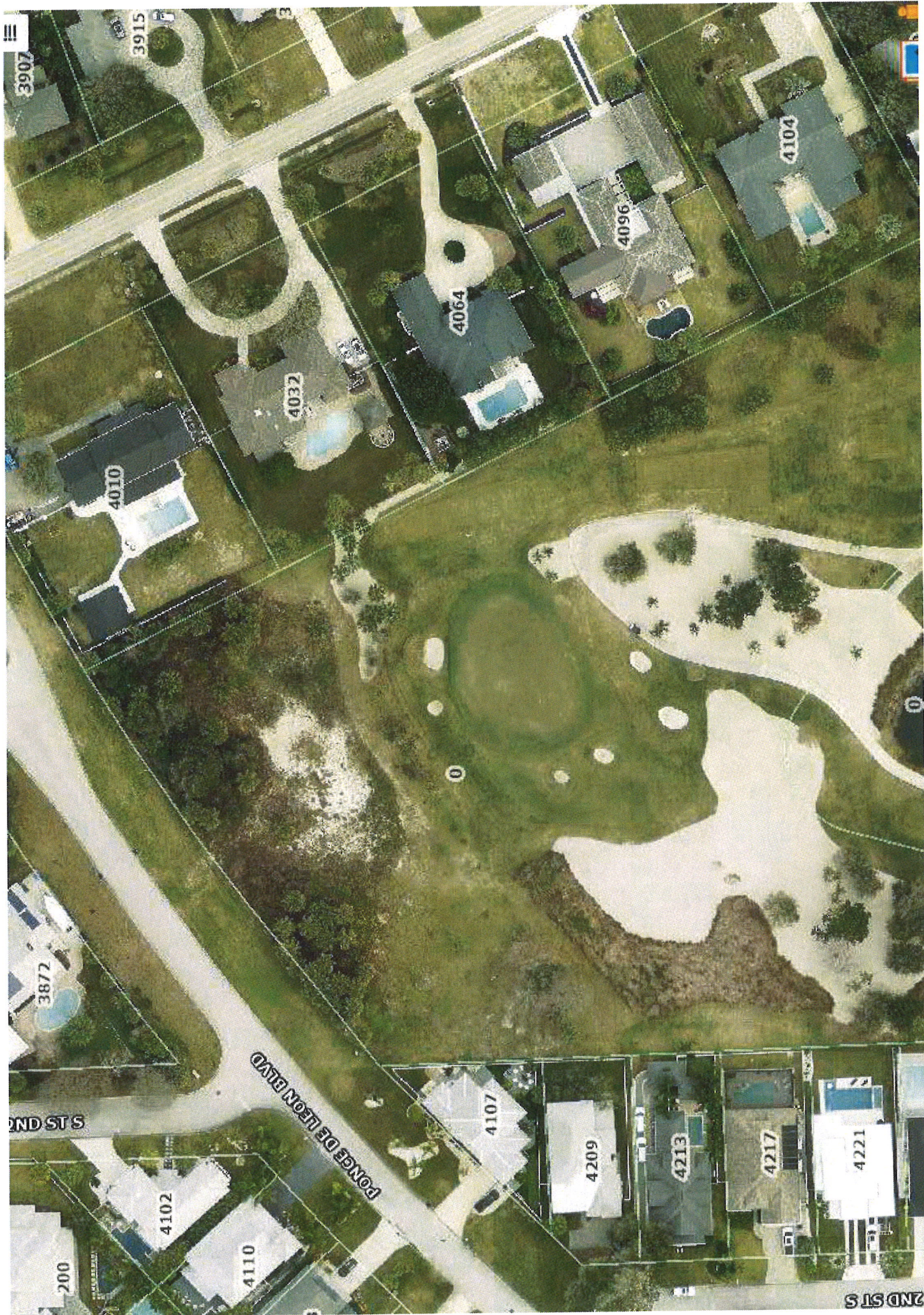
VALON UNIT 3
BOOK 18, PAGE 28

PVIC North
Legal Description Exhibit
March 24, 2025

PROSSER | PRIME

2025-03-19 prosser-legal-landscap





In reviewing an application for a site-specific comprehensive plan amendment, the Planning Commission and City Council are required to consider the following items, in addition to the relationship to and consistency of the proposed change with the intent of the comprehensive plan. Attach a narrative statement outlining the relationship of the proposed amendment to the applicable factors:

1. Changed projections in the Comprehensive Plan that affect the boundaries of the Future Land Use Map.

Per the 2050 Comprehensive Plan,

“Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida (“BEBR”) indicate the City of Jacksonville Beach to have a 2021 population of 24,075. The 2020 population estimates were 23,830 which indicate (sic) a 1.03% increase in population. The projections estimate a 2025 resident population in Jacksonville Beach of 25,070 residents. Compared to a 2021 population estimate of 24,075, this indicates a 4% increase in population. The population estimates show that the growth rate slows after 2025, however, by 2050 it is projected 27,242 people will reside in Jacksonville Beach. It should be noted that during the data collection years, a global pandemic, as a result of the COVID-19 virus occurred (during 2019- 2021) which may skew the population and housing data in this report.”

Per the 2030 Comprehensive Plan,

“Based on the Northeast Florida Regional Planning Model, prepared and maintained by the North Florida Transportation Planning Organization utilizing data provided by the University of Florida Bureau of Economic and Business Research, the estimated 2010 resident population for the City of Jacksonville Beach at the time of plan preparation was 23,077, the projected 2015 population for the City is 23,394, and the projected 2030 population for the City is 23,998.”

Based on the above cited sections, the projection for growth in the City has slightly increased from what was expected in the previous iteration of the City’s Comprehensive Plan (current population estimate is 25,070 which is more than what was projected for 2030). While this is not a large increase and the current version of the Comprehensive Plan notes that the growth rate should slow after this year, this does support a minor conversion of the property subject to this application (the “Property”) to Low-Density Residential, given the Property is surrounded on three sides by Low-Density Residential and is already designated under a zoning district in which the primary use is single-family residential.

2. Changed assumptions, including but not limited to the fact that growth in the area, in terms of the development of vacant land, new development, and the availability of public services has altered the character such that the amendment is now reasonable and consistent with the land use characteristics.

Until the early 1990s there were few single-family homes developed in the immediate area of the Property and until the early 2010s the area immediately west of the property was undeveloped (see historic satellite images). Said property was then developed as lots of records pursuant to previously approved plats, meaning that said development was for lots smaller than what is required under the RS-1 zoning district. The Property was not accessible until the construction of Ponce De Leon Blvd in approximately 2010.

While the majority of Jacksonville Beach has been built-out/developed and the majority of “new” development in the City is redevelopment, the growth in the area around the Property reflects a trend of single-family development near the southern boundary of the City with infill residential as sufficient public services and roads in this area have become available.

3. Data errors, including errors in mapping, vegetative types and natural forms in the Comprehensive Plan.

The Property is the only privately owned property in the City which is designated ROS on the Comprehensive Plan. While the Property is designated ROS, it is not listed in the inventory of “Recreation and Open Space” in the map included in the current version of the Comprehensive Plan (please see attached).

While the Property is close to a golf course, the Property itself has never been used as a golf course or other recreational space. Further the Property is designated as RS-1 on the City’s zoning map.

Section 34-1, LDC and Section 163.3194(1)(b), Florida Statutes require that all land development regulations enacted or amended by Jacksonville Beach shall be consistent with the adopted comprehensive plan, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, shall be amended to be consistent.

The purpose of the RS-1 zoning district is,

“Purpose. The residential, single family (RS-1) zoning district is intended to implement the low density residential land use district in the comprehensive plan. It is intended to classify areas suitable for low density single-family residential development.” Section 34-336, LDC. (emphasis added).

Thus, the current ROS land use category for the Property impedes the stated purpose and intent for the Property, which is low-density single-family residential development.

4. New issues that have arisen since the adoption of the Comprehensive Plan.

The Property is the only privately owned property that is designated as ROS in the Comprehensive Plan. This issue is “new”, in that it is likely that this is the first time the

City has been presented with private property zoned for residential use but designated was ROS.

5. Recognition of a need for additional detail or comprehensiveness in the Comprehensive Plan.

The Property is zoned for single-family residential uses. State law and the LDC require consistency between the Comprehensive Plan and the designated zoning districts. The property to the north, east and west is all designated LDR on the comprehensive plan. The Property is suitable for LDR. This requires more detail on the Comprehensive Plan to differentiate the area that is actually used as golf course from the area (the Property) for which the most consistent use is single-family residential.

6. Data updates.

As part of this application, the applicant is providing data in the form a legal description of the Property for the amendment. The legal description separates the property used as golf course from the Property and leaves areas to the east and west of the Property as ROS in order to maintain a buffer from the existing single-family homes.

A description of the proposed amendment and an explanation of how it relates to and is consistent with the Comprehensive Plan.

Strategy FLU 1.2.8 – There shall be no allowable increase in density or intensity of land located in vulnerable areas, as defined in the Coastal High Hazard Area (CHHA) Map.

Low Density Residential (LDR)

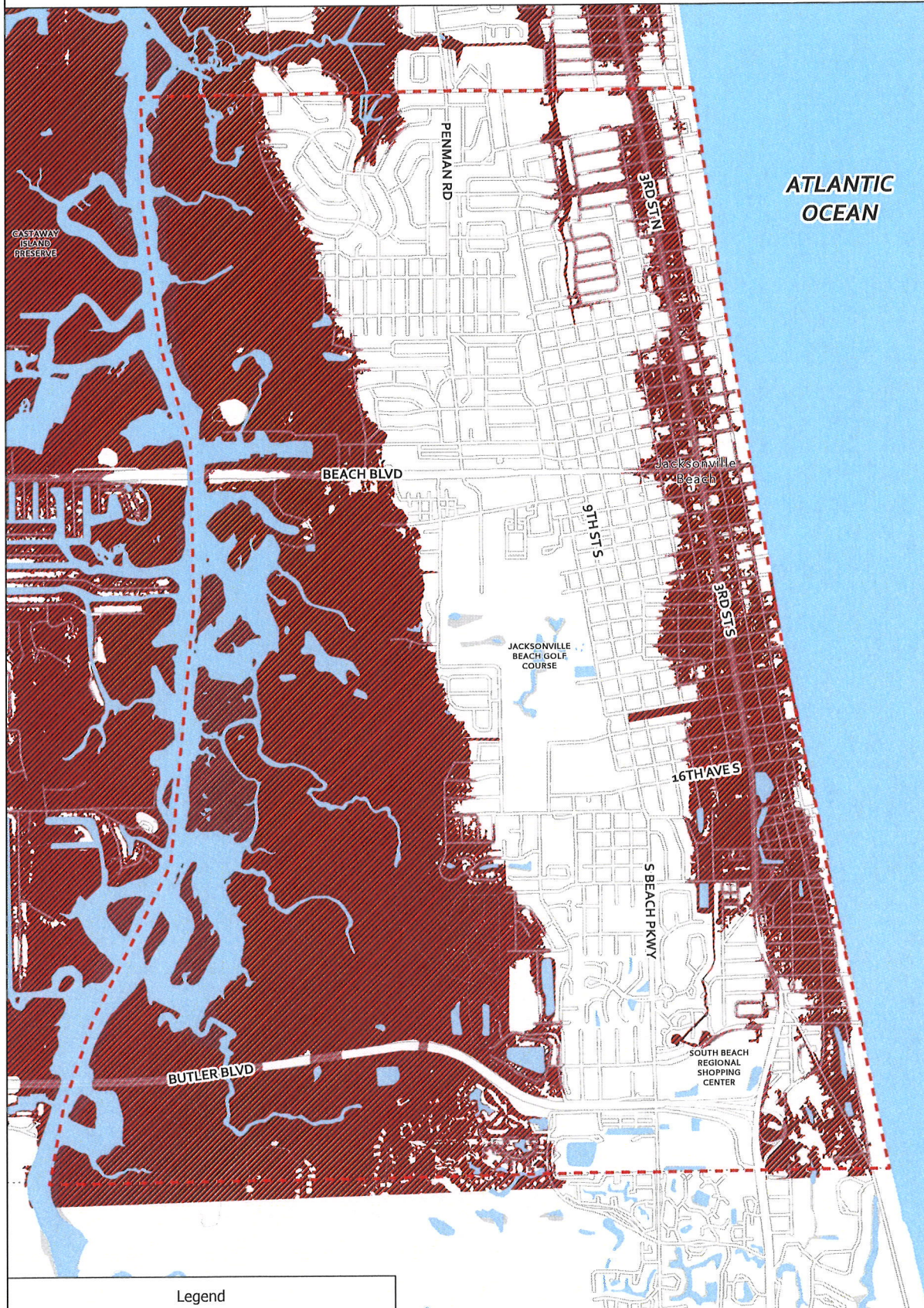
This land use category is intended for single-family residential development with a maximum density of six (6) units per acre.

Strategy H 1.1.1 – The City shall assist the private and public sector in providing new dwelling units between 2025 and 2050 for an estimated 873 new households projected to reside in the City.

Strategy FLU 1.3.5 – Future redevelopment activities shall be consistent with sound planning principles, such as the desired community character and the visions, intents, and strategies relating to the development of the land embodied in this element and the comprehensive plan.

CITY OF JACKSONVILLE BEACH

COASTAL HIGH HAZARD AREA



Legend

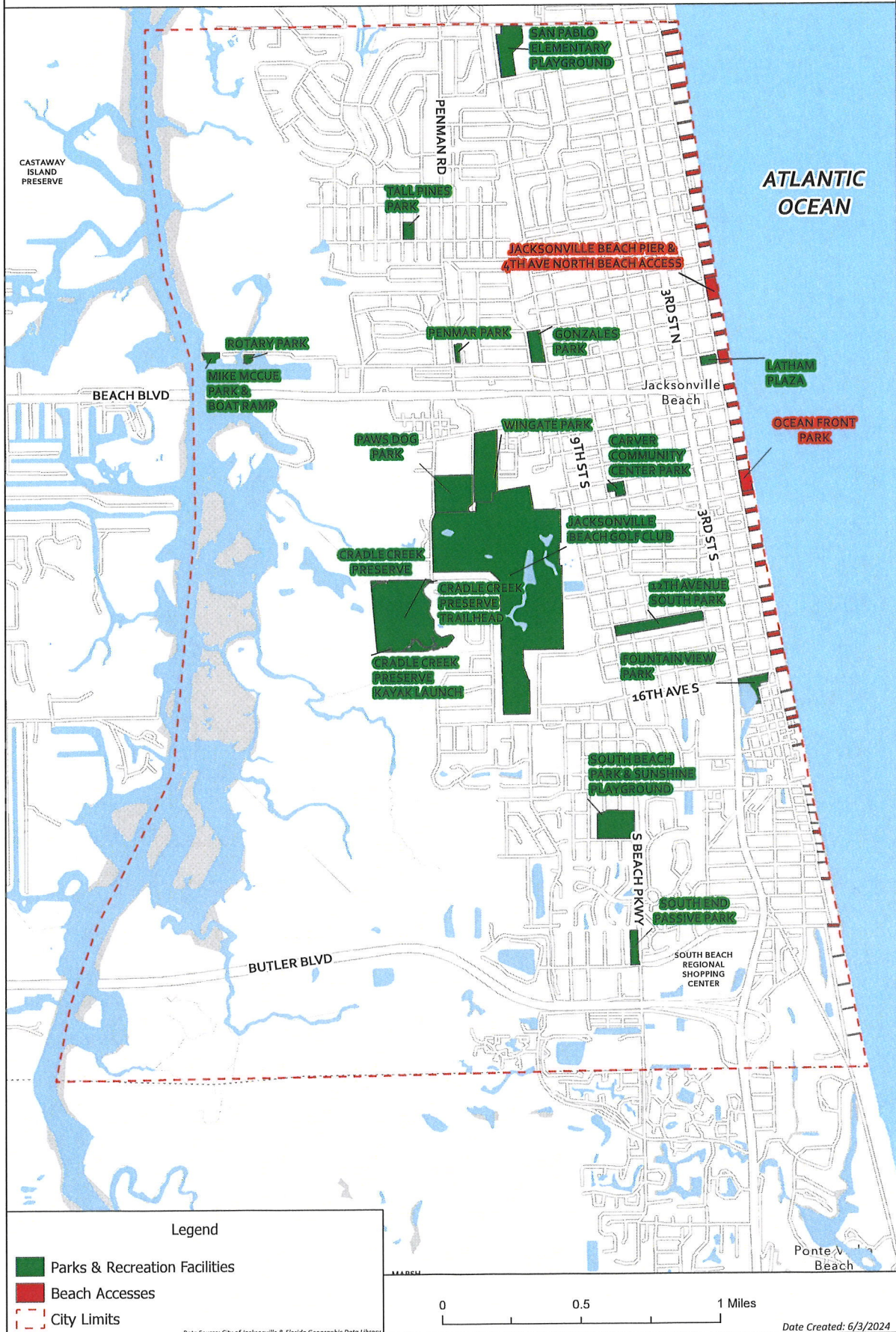
- City Limits
- Coastal High Hazard Area

Data Source: NEFRC, Maximum of Maximum Storm Surge Inundation for Category 3 Storm Surge

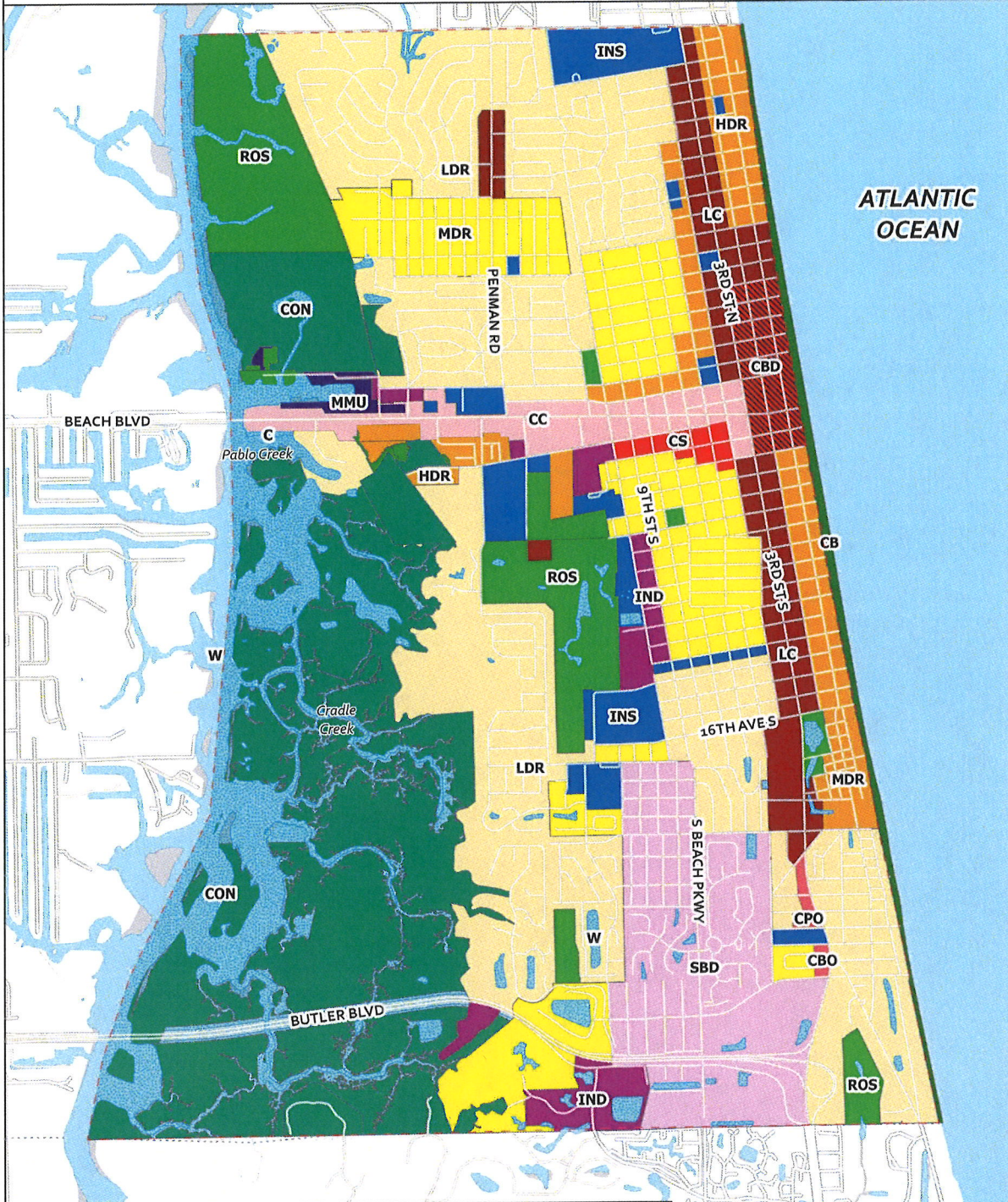
0 0.5 1 Miles

Date Created: 5/29/2024

CITY OF JACKSONVILLE BEACH RECREATION & OPEN SPACE



CITY OF JACKSONVILLE BEACH FUTURE LAND USE



Legend		
 City Limits	Residential	 Commercial Service (CS)
Conservation & Open Space	 Low Density Residential (LDR)	 Commercial Business District (CBD)
 Conservation / Beach (CB)	 Medium Density Residential (MDR)	 Limited Commercial (LC)
 Conservation / Estuarine (CON)	 High Density Residential (HDR)	Other
 Recreation / Open Space (ROS)	Commercial	 Industrial (IND)
 Marina Mixed-Use (MMU)	 Community Commercial (CC)	 Institutional (INS)
 Water (W)	 Commercial Professional Office (CPO)	 South Beach District (SBD)

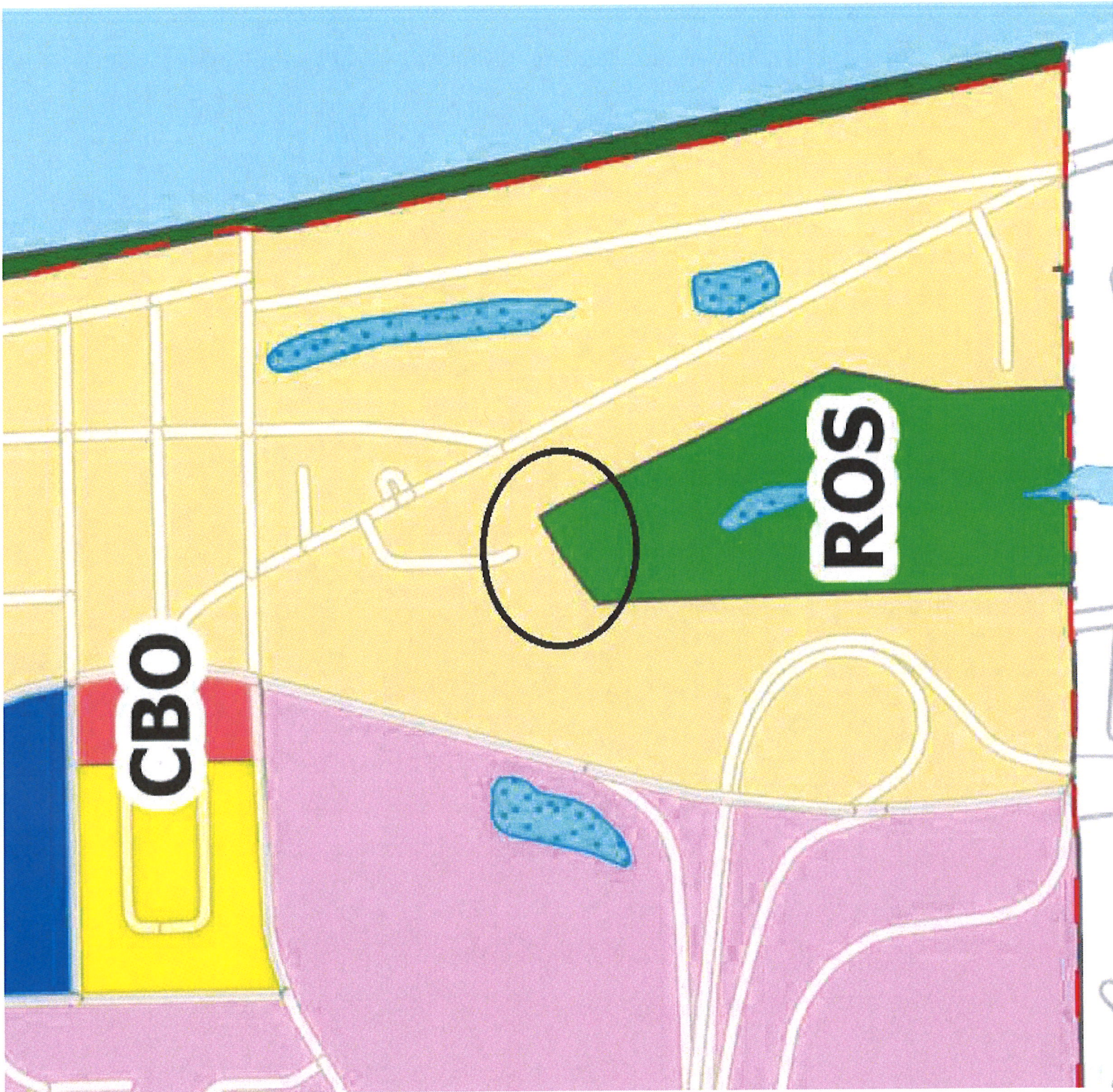
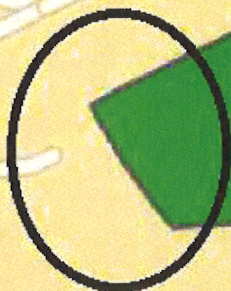
Source: COJBC

0 0.5 0.9 Miles

Date Created: 5/29/2024

CBO

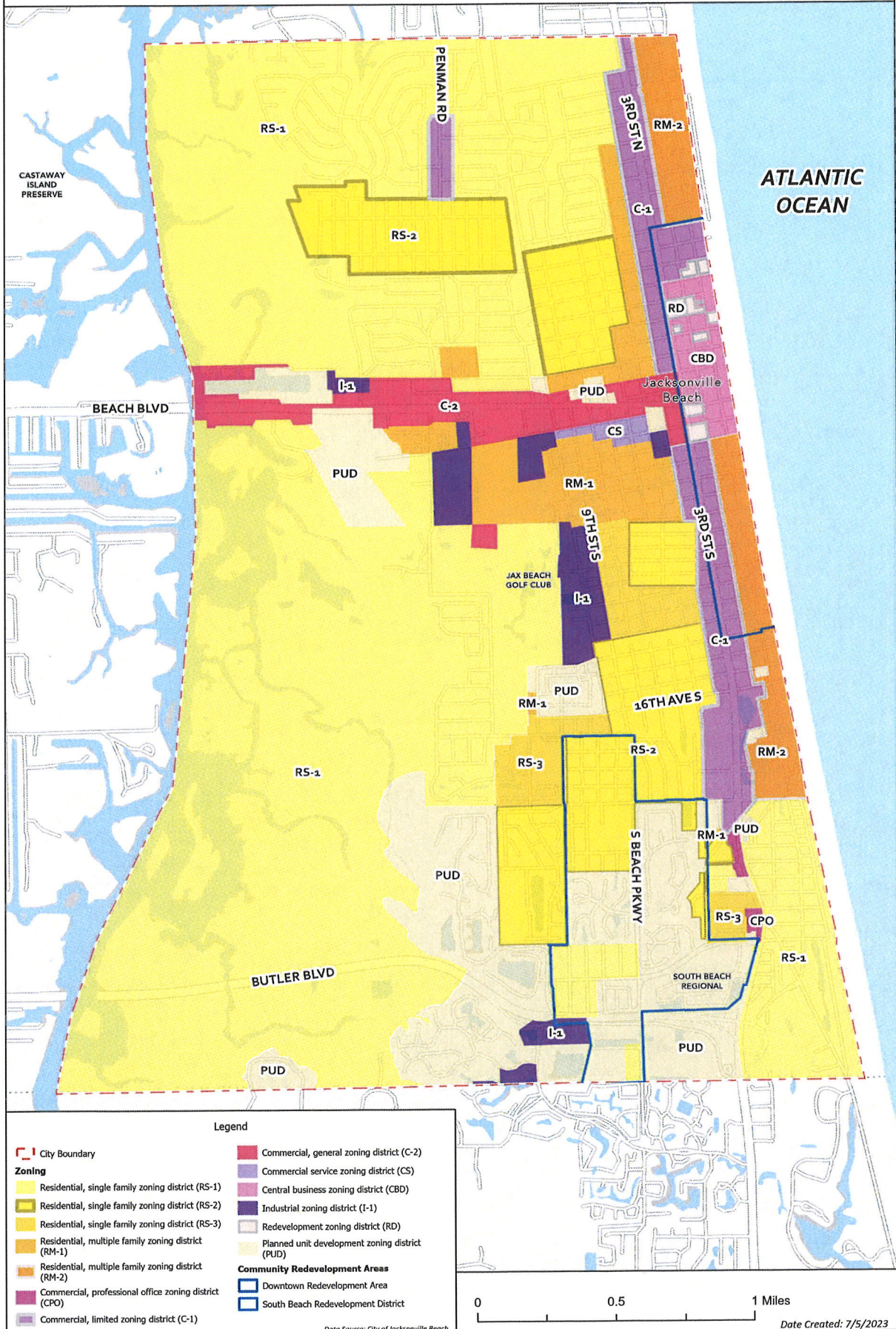
ROS





CITY OF JACKSONVILLE BEACH

ZONING



Legend

City Boundary

Zoning

- Residential, single family zoning district (RS-1)
- Residential, single family zoning district (RS-2)
- Residential, single family zoning district (RS-3)
- Residential, multiple family zoning district (RM-1)
- Residential, multiple family zoning district (RM-2)
- Commercial, general zoning district (C-2)
- Commercial, professional office zoning district (CPO)
- Commercial, limited zoning district (C-1)

- Commercial service zoning district (CS)
- Central business zoning district (CBD)
- Industrial zoning district (I-1)
- Redevelopment zoning district (RD)
- Planned unit development zoning district (PUD)

Community Redevelopment Areas

- Downtown Redevelopment Area
- South Beach Redevelopment District

Data Source: City of Jacksonville Beach

0 0.5 1 Miles

Date Created: 7/5/2023



RS-3 CPO

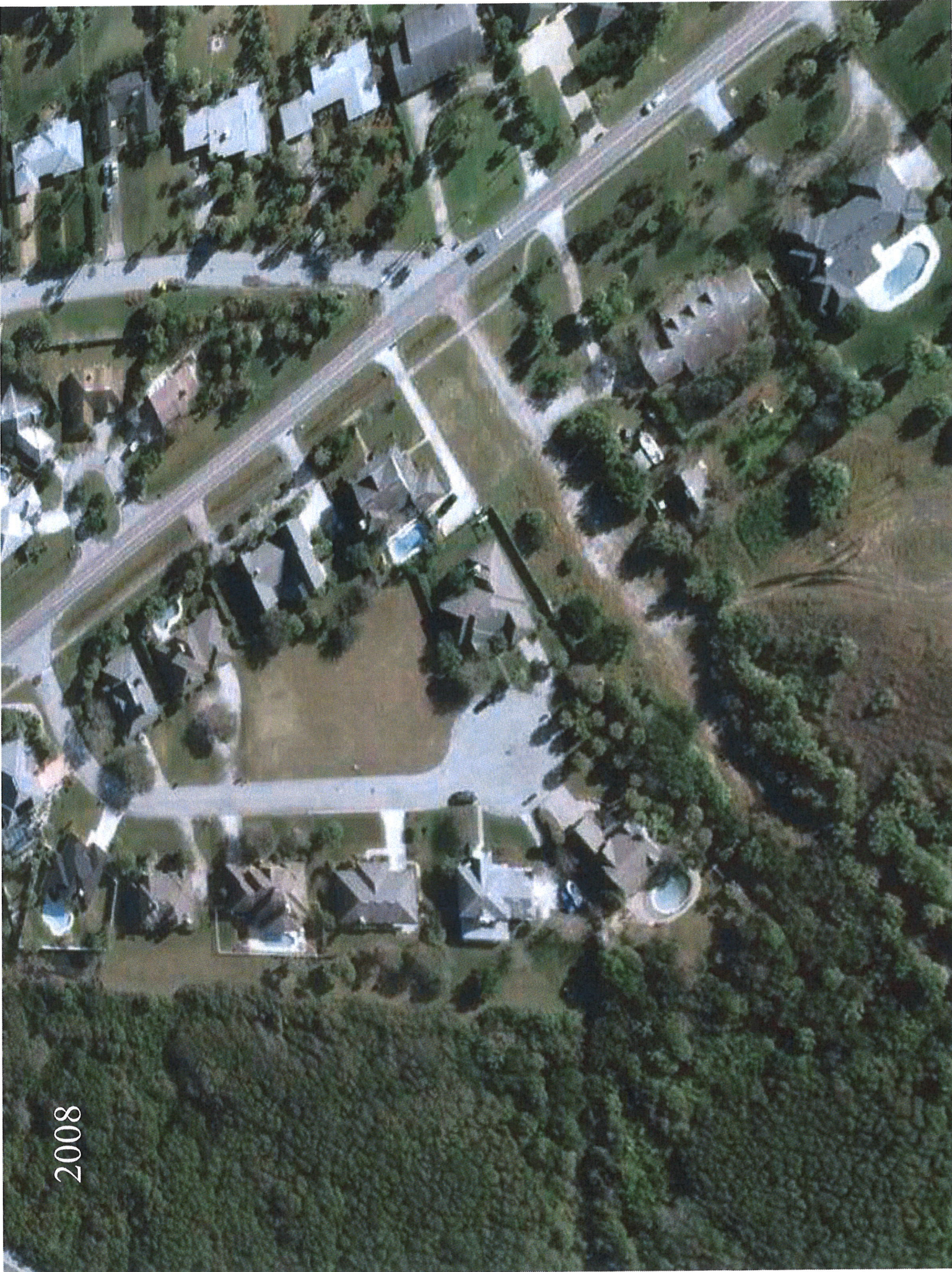
RS-1

SOUTH BEACH
REGIONAL

PUD



1994



2008





To Whom It May Concern,

The undersigned are the owners and residents of the home located at 4209 2nd Street South, Jacksonville Beach, Florida.

We have met with the owner and agent for the comprehensive plan amendment application for the nearby property. After reviewing the application and materials we are fully in support of the proposed change of the property to low-density residential and the development of no more than three (3) homes on the property.

Brandon and Korri Zaharie