Request for Qualifications

For

Design – Build Services

Critical Electrical & Systems Improvements

Shands Jacksonville Medical Center, Inc.
UF Health Jacksonville Downtown Campus

RFQ – 001 – 19

DEPARTMENT OF FACILITIES & CONSTRUCTION

Shands Jacksonville Medical Center, Inc.
655 West 8th St.
Jacksonville, Florida 32209
**SECTION 1**
*(Specific Information Regarding this RFQ)*

1.1 **Introduction**

University of Florida Health (“UF Health”) is the region’s premier academic health center, a leader in the education of health professionals, a hub for clinical research and a unique provider of high-quality patient care. With more than 5,000 faculty and staff, the academic health center in Jacksonville, FL is the largest UF campus outside of Gainesville. At 37 clinical sites throughout Northeast Florida, UF Health physicians tally more than 600,000 outpatient visits and more than 24,000 inpatient admissions annually. UF Health in Jacksonville, Florida, is comprised of:

Shands Jacksonville Medical Center, Inc. consisting of:
- UF Health Jacksonville, a 603-bed academic health center near Downtown Jacksonville
- UF Health North, a 92-bed community hospital located in North Jacksonville near Jacksonville International Airport.

UF Health Science Center Jacksonville, which encompasses three (3) University of Florida colleges in Jacksonville:
- Medicine, Nursing and Pharmacy

UF Jacksonville Physicians, Inc.:
- A network of primary and specialty care centers offering exceptional patient care throughout Northeast Florida and Southeast Georgia.

Shands Jacksonville Medical Center, Inc. (“UF Health Jacksonville” or “Owner”) intends to hire a qualified Design-Build Firm (“Proposer” or “Design-Builder”) to provide the services described in Section 1.2 of this Request for Proposal (“RFQ”). Design-Builders or Proposers interested in submitting a response to this RFQ (a “Response” or “Statement of Qualifications” or “SOQ” or “SOQ Response”) should carefully review the response instructions and the applicable contractual terms.

This RFQ is divided into the following sections:

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Form 1 Conflict of Interest Certificate
Form 2 - Price Sheet

In the event of conflicting provisions, the following sections of this RFQ will have priority in the order listed: Section 1, Section 3, Section 4, Section 2, the Attachments, and the Forms.

1.2 **Scope of Services**

The services sought under this RFQ are generally described as follows:

Provide Design-Build Services for facility and infrastructure improvements as part of UF Health Jacksonville’s agreement with the City of Jacksonville (“COJ”) to maintain and modernize COJ Owned buildings on the UF
Health Jacksonville’s Downtown Campus. Specific improvements under this RFQ include, but are not limited to, Critical Electrical & Systems modernization.

1.3 **Term of Agreement**
The term of the Agreement will commence upon execution of the design-build contract (“Contract”), made a part hereof as Attachment “D” and will continue until completion.

1.4 **Minimum Requirements for Proposers**
Proposers must satisfy the following minimum requirements in order to have their Responses evaluated. By submitting a Response, Proposer warrants and represents that it satisfies the following requirements:

a) Proposer is pre-qualified to do business with the COJ pursuant to the requirements and procedures set forth by the COJ’s Chief of Procurement and the Ordinance Code of the City of Jacksonville; has relevant hospital design-build experience; and a strong working knowledge of all applicable regulations as enforced by the Authority Having Jurisdiction (AHJ). Proposer shall also ensure all staff, employees, subcontractors, vendors, material suppliers, and/or on-site personnel have relevant hospital environment experience.

b) Proposer shall demonstrate their experience with providing Infection Control Risk Assessment (“ICRA”) and Interim Life Safety Measures (“ILSM”) procedures as it relates to protecting patients, visitors and staff in a hospital environment. Proposer shall also demonstrate their experience with providing documentation as required by The Joint Commission (TJC) and/or the Agency for Health Care Administration (AHCA).

c) Proposer shall demonstrate their experience with hospital grade regulatory inspections including, but not limited to, COJ, Fire Marshal, AHCA & TJC.

All Architect-Engineer (“A-E”) Services required in this RFQ shall be performed by licensed Architects and Engineers registered in the State of Florida.

1.5 **Equal Business Opportunity Program**
It is an official policy of the City of Jacksonville, supported by UF Health Jacksonville, to encourage the participation of Jacksonville Small and Emerging Businesses (“JSEB(s)”) in contract awards based upon availability and qualifications. To participate as a JSEB, a company must be certified as a JSEB with the COJ’s Equal Business Opportunity Office.

This RFQ and the resulting Contract are subject to requirements of the Participation Percentage Plan, which is set forth on Attachment “C” to this RFQ. The RFQ shall have a twenty percent (20%) participation goal under the Plan.

Proposers may contact the COJ’s Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on the COJ’s website.

1.6 **Federal Funds**
Federal funds will not be used as part of this solicitation.

1.7 **Pre-Proposal Meeting**
The date and time for the Pre-proposal meeting shall be April 15th, at 1pm EST. The location will be in the Dogwood conference room located in the first floor of the LRC Building at 655 W. 8th Street. Attendance at the Pre-proposal meeting is not mandatory. The purpose of the Pre-proposal meeting is to discuss the proposed Projects under this RFQ, instructions for submitting proposals, and other relevant issues. In the event any discussions at the pre-proposal meeting results in the need to revise or clarify the RFQ, such modifications shall be posted on the RFQ website. No oral representations or discussions which take place at the Pre-proposal meeting will be binding on UF Health Jacksonville. Proposers shall direct all questions to UF Health Jacksonville.

1.8 **Response Due Date**
The deadline for submitting responses to this RFQ is **May 1, 2019 at 2pm, EST**. Please see Sections 2.3 and 2.4 for more details.
1.9 **Response Delivery Location**
Responses must be hand delivered to the following location:

UF Health Jacksonville
655 W. 8th Street
Jacksonville, Florida 32208
Attn: Bob Hervey, AVP Real Estate & Facilities
904-244-3380

1.10 **Response Opening**
All Responses received shall be opened and recorded at 2:00 PM on the Response Due Date at the Response Delivery Location (see Sections 1.8 and 1.9 above).

1.11 **Contact Person**
The UF Health Jacksonville’s Contact Person for this RFQ is:

Jack Griego
Director of Facilities
Shands Jacksonville Medical Center Inc.
UF Health North
15255 Max Leggett Pkwy
Jacksonville, FL 32256
jack.griego@jax.ufl.edu

Please refer to Section 2.8 for further information on who may and may not be contacted regarding this RFQ.

1.12 **Questions and Requests for Amendments**
Any questions, requests for information, or requests for amendments to this RFQ must be submitted in accordance with Section 2.2 of this RFQ.

1.13 **Special Contract Terms:**
The following special contract terms shall apply to this RFQ and shall supersede any conflicting provisions in Section 3 (General Terms and Conditions of Agreement):

UF Health Jacksonville’s Capital Maintenance and Capital Improvements Costs Disbursement Agreement with the COJ to maintain and modernize COJ Owned buildings on UF Health Jacksonville’s Downtown Campus is a multi-year agreement that requires annual approval of each year’s funding allotment. In the event funding is not approved for the subsequent fiscal year, all future projects under this RFQ are terminated in UF Health Jacksonville’s sole discretion. Such termination will not affect any financial commitments from previous years where funding was allocated by the COJ to UF Health Jacksonville and services were rendered.

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SECTION 2
General Instructions
(RFQ for Design-Build Services)

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2.17 Protests

2.1 Application of Chapter 126 and Other Laws. Generally, the selection of and contracting with a Proposer under this RFQ will be in accordance with Parts 2 and 7 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFQ and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Proposer shall not constitute a cognizable defense against their effect.

2.2 Questions and Requests for Amendment to RFQ. If a Proposer (i) has questions about the RFQ, (ii) finds discrepancies, omissions or ambiguities in the RFQ, or (iii) believes any term or condition of the RFQ is unreasonable, Proposer should request an amendment to the RFQ. The request should reference the RFQ section at issue and include any specific language that Proposer recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via US mail, courier, e-mail, or hand delivery) and, unless otherwise specified in the RFQ, be received by the Contact Person at least ten (10) calendar days before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other UF Health Jacksonville personnel shall not constitute a formal protest of the RFQ. Failure to request an interpretation or change will be considered evidence that Proposer understands and agrees to the provisions of the RFQ.

A written amendment is the only official method by which interpretations, clarifications, changes or additional information will be given by UF Health Jacksonville prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

UF Health Jacksonville reserves the right to amend, cancel or reissue the RFQ at its discretion. This includes the right to change the Response Due Date and the Contract Award Date.

2.3 Format/Content of Responses

a) If a Response Format is specified in the RFQ, Proposers should follow that format.

b) Responses should be prepared simply and economically, providing a straightforward, concise description of Proposer’s ability to provide the services sought by the RFQ. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Proposer’s discretion.
c) When responding to specific questions, please reprint each question in its entirety before the response.

d) Responses shall be in ink or typewritten. All corrections must be initialed.

e) Response shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged. The Response shall be indexed and all pages sequentially numbered.

f) UF Health Jacksonville objects to and shall not be required to consider any additional terms or conditions submitted by Proposer, including any appearing in the Response. In submitting a Response, Proposer agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFQ, including those specifying information that must be submitted with a Response, may result in rejection of the Response. If Proposer desires a change or clarification to the terms or conditions of the RFQ, Proposer must follow the process set forth in Section 2.2.

g) Unless otherwise requested by UF Health Jacksonville, Proposers should submit only one (1) proposal for this RFQ. Multiple offerings, alternates (unless any are specifically requested by UF Health Jacksonville), and/or stipulations may be cause for rejection of a Response.

h) Price offerings, as applicable, shall be inclusive of ALL costs (including but not limited to administrative costs for submission of all paperwork required on UF Health Jacksonville’s behalf and any other costs) and will be the only compensation to Proposer for the required services herein.

i) All prices submitted under the RFQ 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 proposals will be considered non-responsive for the corrected item(s) only, and may render the entire Response as nonresponsive.

j) Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses

a) The location and deadline for submitting Responses is set forth in Sections 1.8 and 1.9 of the RFQ. Proposers are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Proposer’s risk. Late proposals will not be considered.

b) Proposer shall submit:

1) One (1) original signed version of its Response clearly marked as “ORIGINAL.” The Response must be signed by an officer or employee having authority to legally bind Proposer.

2) Five (5) hard copies of the entire Response.

3) Five (5) digital scanned copies (in pdf format) of entire Response, on separate CD-ROM’s or flash drives. Large files may be scanned as several separate PDF files.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFQ title and number, and (ii) Proposer’s name, address, contact person, and telephone number.

It is the sole responsibility of each Proposer to ensure all copies are EXACT replications of the original Response. Photocopies or CD-ROM copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CD-ROM’s or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.
2.5 **Evaluation of Statement of Qualifications ("SOQ")**

a) UF Health Jacksonville will determine the qualifications, interest and availability of Proposers by reviewing all SOQ Responses and by conducting formal interviews of the Proposers determined to be the best qualified based upon evaluation of the SOQ Responses and the criteria set forth in this RFQ on Attachment B, which criteria includes qualifications in accordance with Section 287.055, F.S., and Part 7 of Chapter 126, Ordinance Code.

b) Before making an award, UF Health Jacksonville reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of the SOQ Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the SOQ Responses.

c) UF Health Jacksonville reserves the right to accept or reject any and all SOQ Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if UF Health Jacksonville determines that doing so will serve its best interests. UF Health Jacksonville may reject any Response not submitted in the manner specified by the RFQ.

2.6 **Negotiation and Award of Design-Build Contract.**

a) The process for contract award is set forth in Section 287.055, Florida Statutes, and Jacksonville Ordinance Code Chapter 126, Part 7. UF Health Jacksonville will first negotiate with the highest ranked Proposer. If an agreement cannot be reached with the highest ranked Proposer, UF Health Jacksonville reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

b) UF Health Jacksonville may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in UF Health Jacksonville's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the contract is awarded or UF Health Jacksonville receives written notice from Proposer that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. UF Health Jacksonville will not accept an amended Response after the date and time Responses are due.]

c) Except as may otherwise be expressly set forth in the RFQ, UF Health Jacksonville intends to award one (1) contract, but reserves the right to enter into a contract with multiple Proposers or to reject all Responses.

d) Any person who is adversely affected by the decision may file a notice of protest in accordance with the Protest provisions of the RFQ. UF Health Jacksonville does not intend to provide tabulations or notices of award by telephone.

2.7 **Terms of Agreement** After award to the successful Proposer, UF Health Jacksonville and Design-Builders will promptly enter into a written agreement (the “Contract”) incorporating the terms of the RFQ, the successful Response, and other terms and conditions as may be agreed to between authorized representatives of the parties. To the extent the Response contains exceptions to or modifications of the RFQ, such exceptions or modifications are stricken unless UF Health Jacksonville affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in Attachment “D”. UF Health Jacksonville will not be obligated to pay Design-Builders for RFQ services until the Contract is signed by authorized representatives of both parties. UF Health Jacksonville retains the right to reject all proposals and/or amend its notice of award at any time prior to the full execution of the Contract.

If Design-Builders fail to perform the Services as agreed, UF Health Jacksonville reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFQ for the purpose of awarding a new contract to another Proposer in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law, ordinance or regulation.
2.8 **Ex-Parte Communications** Communications regarding the RFQ by a potential vendor, service provider, proposer, lobbyist or consultant to UF Health Jacksonville employees, staff, or hired consultants are prohibited. This prohibition includes communications with UF Health Jacksonville’s Office of Legal Counsel unless the Contact Person has authorized those communications in writing in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-partite communications do not apply to the following:

- Communications regarding the RFQ to the Contact Person, provided the communication is limited strictly to matters of RFQ process or procedure.
- Communications with the COJ employee responsible for administering the JSEB Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- Communications regarding the RFQ at any pre-conference.
- Any duly noticed site visits to determine competency of Proposer during the period between RFQ’s opening and issuance of UF Health Jacksonville’s written recommendation and decision.
- Communications necessary for, and solely related to, the ordinary course of business concerning UF Health Jacksonville’s existing contract(s) for the materials or services addressed in the RFQ.

The period for these prohibitions commences upon the advertisement of the RFQ and terminates after UF Health Jacksonville’s awarding committee issues its written recommendation and decision.

2.9 **Cost of Developing RFQ Response** All costs related to the preparation of SOQ Responses and any related activities are the sole responsibility of Proposer. UF Health Jacksonville assumes no liability for any costs incurred by Proposers throughout the entire RFQ Response and selection process.

2.10 **Response Ownership** All Responses, including attachments, supplementary materials, addenda, etc., shall become the property of UF Health Jacksonville and shall not be returned to Proposer. UF Health Jacksonville will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.11 **Public Records Law; Process For Protecting Trade Secrets and Other Information** Proposer understands and agrees UF Health Jacksonville is authorized to share Responses received with the COJ. In the event the Responses are shared, the information shall be considered public records unless exempt from disclosure under Florida law. If Proposer considers any portion of its Response to be exempt from disclosure under Florida law, Proposer must provide UF Health Jacksonville with a separate redacted copy of the Response and briefly describe in writing the grounds for claiming exemption, including the specific statutory citation. Proposer shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify UF Health Jacksonville for any and all claims arising from or relating to Proposer’s determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure.

2.12 **Multiple Responses from Same Proposer; No Collusion** More than one (1) Response from an individual, firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Proposer is involved in more than one (1) Response for the same work will be cause for rejection of all Responses in which such Proposer is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Proposers. Responses in which the prices obviously are unbalanced will be grounds for rejection.

2.13 **Conflict of Interest** Section 126.110 of the Jacksonville Ordinance Code requires a public official who has a financial interest in a bid or contract make a disclosure at the time the bid or contract is submitted or at the time the public official acquires a financial interest in the bid or contract, including but not limited to, the public official’s name, public office or position held, bid or proposal number, and the position or relationship of the
public official with the Proposer. The parties will follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the COJ, to the extent the parties are aware of the same. All Proposers must submit the Conflict of Interest Certificate attached to the RFQ.

2.14 **Convicted Vendor List** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes; following a conviction for a public entity crime may not do any of the following for a period of thirty six (36) months from the date of being placed on the convicted vendor list:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transact business with any public entity in excess of the Category Two (2) threshold amount provided in Section 287.017, Florida Statutes.

2.15 **Discriminatory Vendor List** An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transact business with any public entity

2.16 **Proposer Representations** In submitting a Response, Proposer understands, represents, and acknowledges the following (if Proposer cannot so certify to any of following, Proposer shall submit with its Response a written explanation of why it cannot do so).

- Proposer currently has no delinquent obligations to UF Health Jacksonville, the COJ or any of their related entities or independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Proposer, its affiliates, subsidiaries, owners, partners, principals or officers:
  - Is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
  - Is currently under suspension or debarment by any governmental authority in the United States;
- Has within the preceding three (3) years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- Has within the preceding three (3) year period had one (1) or more federal, state, or local government contracts terminated for cause or default.

- Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. [This certification applies to contracts of $1,000,000 or more. A list of the companies can be found as a link to “PFIA Quarterly Reports” at www.sbafla.com/fsb/]

- Proposer will represent and warrant to UF Health Jacksonville neither Proposer nor any of its owners, officers, directors, employees, independent contractors or agents (“Proposer Representatives”) is an Ineligible Person. For purposes of the representations and warranties contained herein, an “Ineligible Person” is an individual or entity who (i) is currently excluded, debarred, suspended or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or in federal procurement or non-procurement programs (the “Federal Health Care Programs”); or (ii) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320 a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in the Federal Health Care Programs. Proposer will further represent and warrant to UF Health Jacksonville, to the best of its’ knowledge, neither Proposer nor any Proposer Representative is under investigation or otherwise engaged in conduct which may result in Proposer or a Proposer Representative becoming an Ineligible Person. Proposer shall immediately notify UF Health Jacksonville of any change in its status. Any breach of the representations and warranties herein shall give UF Health Jacksonville the right to terminate the Contract for cause as of the date of breach or at such other subsequent time as UF Health Jacksonville may elect.

- Proposer has read and understands the RFQ terms and conditions, and the Response is submitted in conformance with those terms and conditions

- All representations made by Proposer to UF Health Jacksonville in connection with the RFQ have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.

- Proposer shall indemnify, defend, and hold harmless UF Health Jacksonville and the COJ and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.

- All information provided, and representations made, by Proposer are material and important and may be relied upon by UF Health Jacksonville in awarding the Contract.

2.17 Protest and Protest Procedures

Purpose and Scope

In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a request for qualification document or award and has appropriate standing to protest said decision or intended decision, must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed must clearly identify and explain the factual and the basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the RFQ Selection Committee.
Timely Notice of Protest

a. Recommendations of Award and/or RFQ Rejection. A Protestant shall have forty eight (48) hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a recommended award or conclusion to request for qualification process including without limitation; (i) a recommendation to reject a RFQ response; (ii) a contract award; or (iii) the short-listing of RFQ Proposers.

b. Form and Content of the Notice of Protest. A written Notice of Protest shall: (i) be addressed to the UF Health Jacksonville Contact Person (Section 1.12); (ii) identify the RFQ, decision, or recommended award in question by number and title or any other language sufficient to enable the UF Health Jacksonville Contact Person to identify the same; (iii) state the timeliness of the protest; (iv) state the Protestant’s standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and the authority upon which the protest is based.

Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the UF Health Jacksonville Contact within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery to the UF Health Jacksonville Contact Person at Shands Jacksonville Medical Center, Inc., Department of Facilities, 655 West 8th St., Jacksonville, Florida 32209. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant.

Process

a. Upon receipt of a timely filed written Notice of Protest, the UF Health Jacksonville Contact shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the RFQ Selection Committee, which shall have the discretion to proceed with the RFQ response rejection, contract award, or short listing of RFQ Proposers or to suspend the same pending the resolution of the protest. To the extent the RFQ Selection Committee decides to exercise their discretion not to suspend the RFQ response rejection, contract award, or short listing of RFQ Proposers, the RFQ Selection Committee’s designee shall set forth in writing the particular facts and/or circumstances upon which the decision is based.

b. Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

Protest Hearing Rules and Procedures

a. Hearings hereunder shall be heard before the RFQ Selection Committee, and will begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by the same representative. Representatives of the Protestant, limited solely to its owners, officers and employees, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. The maximum allotment of time for this presentation shall not exceed one (1) hour in duration. Those persons or entities, other than the Protestant, who have standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the RFQ Selection Committee. Each presentation shall not exceed thirty (30) minutes in duration.
Such presentation(s) will be followed by a statement and the presentation of information from a representative of the RFQ Selection Committee. The RFQ Selection Committee presentation shall not exceed a one (1) hour timeframe. The Protestant must establish by providing sufficient evidence the protest should be granted based upon the facts and information presented. The RFQ Selection Committee is entitled to ask questions of any party at any time during the hearing.

b. Unless otherwise stated, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether an RFQ Selection Committee recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent or otherwise without any basis in fact or regulatory authority.

c. A majority vote of the members of the RFQ Selection Committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the RFQ Selection Committee’s designee, said vote and/or decision of the RFQ Selection Committee shall represent the final action.

d. The decision of the RFQ Selection Committee shall be issued within forty-eight (48) hours of the conclusion of the Hearing.

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SECTION 3
General Terms and Conditions of Agreement

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3.1 **Provision of Services** Design-Builder shall provide UF Health Jacksonville with all services and deliverables described in the RFQ, the Response and the resulting Contract (collectively, the “Services”). If any services, functions or responsibilities are not specifically described in the RFQ, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. Design-Builder shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.2 **Relationship of the Parties** In performance of the Services, Design-Builder shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of UF Health Jacksonville.

3.3 **Owner’s Right to Make Changes** UF Health Jacksonville may unilaterally require, by written order, changes altering, adding to, or deducting from the Services (“Changes”), provided that such Changes are within the general scope of the Contract. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Design-Builder personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented. UF Health Jacksonville will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Design-Builder, which shall not be unreasonably withheld.

3.4 **Service Warranties**

Design-Builder warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and prevailing industry standards. Design-Builder shall also undertake the following actions without additional consideration during the term of the Contract and for one (1) year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Design-Builder; and (ii) conferring with UF Health Jacksonville for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by UF Health Jacksonville shall not relieve Design-Builder of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services rendered by anyone other than Design-Builder or its subcontractors; (ii) to any modifications made by anyone other than Design-Builder or its subcontractor or without Design-Builder’s specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DESIGN-BUILDER’S WARRANTIES EXTEND SOLELY TO UF HEALTH JACKSONVILLE AND THE COJ.**

3.5 **Owner Will Assist Design-Builder** At Design-Builder’s request, UF Health Jacksonville will provide reasonable assistance and cooperation to Design-Builder, including the supply of any data and information necessary for Design-Builder to provide the Services. UF Health Jacksonville will also designate a Contract Manager who will, on behalf of UF Health Jacksonville, work with Design-Builder and administer the Contract in accordance with its terms.

3.6 **Location Requirements for Services** Unless otherwise stated in the RFQ or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if UF Health Jacksonville determines, in its sole discretion, that the restrictions impose an undue burden on Design-Builder’s ability to perform the Services as contemplated in the Contract.

3.7 **Use of Subcontractors; Flow-Down Provisions** To the extent subcontractors are utilized in the performance of Services, Design-Builder will be responsible for the acts or omissions of such subcontractors. Design-Builder will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated
into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8 Meetings and Reports Design-Builder shall attend all meetings relative to the Services where it is determined to be necessary and as requested by UF Health Jacksonville. Design-Builder shall provide, at a minimum, a monthly report summarizing Design-Builder’s performance. Design-Builder shall provide other periodic reports respecting the Services as UF Health Jacksonville reasonably requests.

3.9 Ownership of Works

a) As used in Sections 3.9 and 3.10, the term “Work” shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative report finding, recommendation, data and memorandum of every description, shared with or delivered to UF Health Jacksonville pursuant to the Contract.

b) With the exception of Design-Builder’s pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, UF Health Jacksonville shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Design-Builder specifically for UF Health Jacksonville in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by UF Health Jacksonville shall not support any claim by Design-Builder for additional compensation.

c) Each Work, and any portion thereof, shall be a "work made for hire" for UF Health Jacksonville pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Design-Builder specifically for other customers of Design-Builder or for the purpose of providing substantially similar services to other Design-Builder customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Design-Builder hereby irrevocably assigns, transfers, and conveys to UF Health Jacksonville, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Design-Builder acknowledges that UF Health Jacksonville shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Design-Builder agrees to execute any documents or take any other actions as may reasonably be necessary, or as UF Health Jacksonville may reasonably request to perfect or evidence UF Health Jacksonville's ownership of the Work.

d) Upon termination of the Contract for any reason prior to the conclusion of specific Services, all Work completed up through and including the date of termination and paid for by UF Health Jacksonville under the terms of this Contract shall become the property of UF Health Jacksonville.

3.10 Intellectual Property

a) Design-Builder grants to UF Health Jacksonville an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to UF Health Jacksonville) Design-Builder’s intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) contained or embedded in, required for the use of, used in the production of, or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable Work.

b) If the Work contains, has embedded in, or requires the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Design-Builder shall secure for UF Health Jacksonville an irrevocable, perpetual, royalty free, and fully paid-up right to use all third party intellectual property. Design-Builder shall secure such right at its expense and prior to incorporating any third party intellectual property
(including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify, and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

c) Should UF Health Jacksonville, or any third party obtaining such Work through UF Health Jacksonville, use the Work or any part thereof for any purpose other than as specified in the Contract, it shall be at UF Health Jacksonville’s and such third party’s sole risk.

3.11 **Software Development Processes and Standards** To the extent any software is developed, modified, or otherwise procured under the Contract, Design-Builder will use commercially-accepted software development and documentation processes and standards.

3.12 **Limitation of Warranty for Owner-Furnished Software** In lieu of any other warranty expressed or implied herein, UF Health Jacksonville represents to the best of its knowledge any programming aids and software packages supplied for Design-Builder use as Owner-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by UF Health Jacksonville from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should UF Health Jacksonville furnish Design-Builder with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Design-Builder shall notify UF Health Jacksonville and supply documentation regarding any defects and their effect on progress on the Contract. UF Health Jacksonville will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by UF Health Jacksonville-furnished property in accordance with the procedures provided for in Section 3.3 above ("Owner’s Right to Make Changes").

3.13 **Loss of Data** If any UF Health Jacksonville data or record is lost or corrupted due to the negligence of Design-Builder or any of its subcontractors or agents, Design-Builder shall, at no additional cost to UF Health Jacksonville, be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of Services. This remedy shall be in addition to any other recourse UF Health Jacksonville may be entitled to by law, ordinance, regulation or Contract.

3.14 **Purchase Orders** If the Contract requires a Service to be ordered by UF Health Jacksonville via purchase order, Design-Builder shall not deliver or furnish the Service until UF Health Jacksonville transmits the purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by UF Health Jacksonville directly with Design-Builder, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Design-Builder’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to UF Health Jacksonville.

3.15 **Invoicing and Payment**

a) Unless otherwise specified in the RFQ, payment to Design-Builder shall be made on a monthly basis for the Services provided by Design-Builder for the preceding month. Invoices shall contain the Contract number, purchase order number, if applicable, and the appropriate vendor identification number. UF Health may require other information from Design-Builder which UF Health deems necessary to verify its obligation to pay under the Contract. Payments will be made to Design-Builder approximately forty-five (45) days after receipt, acceptance of a proper invoice and subject to a ten percent (10%) retainage ("Retainage"). No portion of the Payments due shall be disbursed to Design-Builder unless the Services comply in all material respects with the minimum requirements of the project phase.

Each Disbursement Request from Design-Builder to UF Health Jacksonville shall be for ninety percent (90%) of the amount invoiced by the Design-Builder as approved by UF Health Jacksonville. Upon substantial completion of a project (subject to commercially reasonable punch list items) in accordance with this Contract as certified by the Construction Inspector of the applicable project, Design-Builder will invoice UF Health Jacksonville for the Retainage amount. The Retainage will be remitted with the final Disbursement for the applicable project upon
satisfaction of the Completion Conditions for such project and provided that the amount is necessary to cover the Direct Costs.

a) UF Health Jacksonville does not pay service charges, interest, or late fees unless required by law.

b) To the extent Design-Builder’s fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, of the City of Jacksonville Ordinance Code.

c) UF Health Jacksonville’s obligations to make payment are contingent upon the availability of lawfully appropriated funds received for the Services from the COJ.

3.16 Taxes UF Health Jacksonville is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Design-Builder shall not include any state, local and federal taxes in any prices quoted to UF Health Jacksonville.

3.17 Right of Setoff UF Health Jacksonville may, in addition to other remedies available at law or equity and upon notice to Design-Builder, retain such monies from amounts due Design-Builder as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by UF Health Jacksonville against Design-Builder.

3.18 Retention of Records / Audits

a) Design-Builder must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the “Records”), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

b) Design-Builder must retain all Records for a minimum period of ten (10) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the ten (10) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract at no additional cost to UF Health Jacksonville. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

c) At all reasonable times for so long as the Records are maintained, Design-Builder must allow persons duly authorized by UF Health Jacksonville (including UF Health’s auditor, COJ’s auditor or its representatives), to have full access and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Design-Builder will not charge UF Health Jacksonville for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Design-Builder. UF Health Jacksonville shall be permitted to bring its photocopying equipment if it so desires.

d) Design-Builder must comply with and cooperate in any audits or reports requested by UF Health Jacksonville and must ensure that all related party transactions are disclosed to the auditor.

e) Design-Builder must permit UF Health Jacksonville to interview any of Design-Builder’s employees, subcontractors and subcontractor employees to assure UF Health Jacksonville of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or UF Health Jacksonville is willing to pay for the employee’s reasonable travel expenses, the interviews will be conducted at the employee’s primary place of work. Design-Builder will not charge UF Health Jacksonville for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

f) Following any audit or review, if performance of Design-Builder is deemed deficient, UF Health Jacksonville will deliver to Design-Builder a written report of the deficiencies and request for development of a corrective action plan. Design-Builder hereby agrees to prepare and submit the corrective action plan within ten (10) days of receiving UF Health Jacksonville’s written report. Thereafter, Design-Builder must correct all deficiencies in
within a reasonable timeframe following UF Health Jacksonville’s receipt and approval of the corrective action plan.

g) All reports and other information provided by Design-Builder pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

h) Design-Builder must include the aforementioned audit, inspection, investigation, and record-keeping requirements in all subcontracts and Contract assignments.

i) Design-Builder agrees to reimburse UF Health Jacksonville for the reasonable costs of investigation incurred by UF Health Jacksonville, the COJ or its representatives for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Design-Builder shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.19 Indemnification  See Attachment “E”

3.20 Insurance  See Attachment “E”

3.21 Owner’s Right to Suspend Work  UF Health Jacksonville may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Design-Builder at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Design-Builder, UF Health Jacksonville shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Design-Builder to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Design-Builder shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.22 Owner’s Right to Terminate for Convenience  UF Health Jacksonville reserves the right to terminate the Contract at any time and for any reason by giving written notice to Design-Builder. If the Contract is terminated for convenience as provided herein, UF Health Jacksonville will be relieved of all further obligations other than payment for that amount of Services actually performed up to and including the date of termination. Access to any and all Work papers will be provided to UF Health Jacksonville after the termination of the Contract. The parties understand and agree that Design-Builder shall not have a reciprocal right to terminate the Contract for convenience, it being understood that UF Health Jacksonville’s payment for Services forms the consideration for Design-Builder’s not having this right. In the event of UF Health Jacksonville’s termination of the Contract, UF Health Jacksonville (in its sole discretion) may also require Design-Builder to provide the Transition Services as set forth in Section 3.25 below.

3.23 Owner’s Remedies Upon Design-Builder’s Default  Any one (1) or more of the following events, if not cured within ten (10) calendar days after Design-Builder’s receipt of written notice thereof, shall constitute an “Event of Default” on the part of Design-Builder: (1) Design-Builder fails to perform the Services within the time specified in the Contract or any extension, (2) Design-Builder fails to maintain adequate progress, thus negatively affecting performance of the Contract, (3) Design-Builder fails to honor any other material term of the Contract, or (4) Design-Builder fails to abide by any statutory, regulatory, or licensing requirement. UF Health Jacksonville may extend the ten (10) day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right to cure: (i) Design-Builder is found to have made a false representation or certification in its Response, or (ii) Design-Builder has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an “Event of Default” on the part of Design-Builder, UF Health Jacksonville will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any procurement costs and delay damages. The rights and remedies available to UF Health Jacksonville under the Contract are
distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be
deemed to be in exclusion of any other.

If, after termination, it is determined that Design-BUILDER was not in default, or that the default was excusable, the
rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of
UF Health Jacksonville.

3.24 **Design-BUILDER Remedies Upon Owner’s Default** UF Health Jacksonville shall be in default if it fails to honor
any material term of the Contract and such failure is not cured within forty-five (45) calendar days after receipt of
written notice thereof from Design-BUILDER. In the event of UF Health Jacksonville’s default, Design-BUILDER will
be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems
appropriate. **Except as expressly provided elsewhere in the Contract, Design-BUILDER will not be entitled to
recover any lost profits or consequential damages.** The rights and remedies available to Design-BUILDER under the
Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of
any other.

3.25 **Transition Services** At any time prior to the date the Contract expires or terminates for any reason (the
“Termination Date”), UF Health Jacksonville may request Design-BUILDER to provide reasonable transition
assistance services (“Transition Assistance”). Design-BUILDER shall provide such Transition Assistance until such
time as UF Health Jacksonville notifies Design-BUILDER that it no longer requires such Transition Assistance, but in
no event for more than one hundred eighty (180) days following the Termination Date.

Transition Assistance shall mean the development and implementation of a detailed transition plan incorporating
any services, functions or responsibilities that are ordinarily or customarily provided to ensure the Services
rendered by Design-BUILDER are fully transitioned in a smooth and efficient manner (to either UF Health
Jacksonville itself or a third party contractor). To the extent that Transition Assistance will involve third parties
hired by UF Health Jacksonville, those third parties shall cooperate with Design-BUILDER in its provision of
Transition Assistance and sign any reasonable non-disclosure agreements required by Design-BUILDER.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to UF Health
Jacksonville. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated
by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that
Design-BUILDER charges to government entities for comparable services; provided however, that if UF Health
Jacksonville terminates the Contract because of a breach by Design-BUILDER, then (i) the Transition Assistance shall
be provided at no cost to UF Health Jacksonville, and (ii) UF Health Jacksonville will be entitled to any other
remedies available to it under law. Design-BUILDER may withhold Transition Assistance after the Termination Date
if UF Health Jacksonville does not provide reasonable assurance that the charges for such Transition Assistance
will be paid to Design-BUILDER in accordance with the invoicing and payment provisions of the Contract.

3.26 **Force Majeure, Notice of Delay, and No Damages for Delay** Neither party shall be responsible for delays in
performance if the delay was beyond that party’s control (or the control of its employees, subcontractors or agents).
Design-BUILDER shall notify UF Health Jacksonville in writing of any such delay or potential delay and describe the
cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first
arose, if Design-BUILDER could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably
 foreseeable, within five (5) calendar days after the date Design-BUILDER first had reason to believe that a delay could
result. Based upon such notice, UF Health Jacksonville will give Design-BUILDER a reasonable extension of time to
perform; provided, however, that UF Health Jacksonville may elect to terminate the Contract in whole or in part
if it determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to UF
Health Jacksonville. Providing notice in strict accordance with this paragraph is a condition precedent to such
remedy. **THE FOREGOING SHALL CONSTITUTE DESIGN-BUILDER’S SOLE REMEDY OR EXCUSE WITH
RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against UF
Health Jacksonville. Design-BUILDER shall not be entitled to an increase in the Contract price or payment of any
kind from UF Health Jacksonville for direct, indirect, consequential, impact or other costs, expenses or damages,
including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference,
or hindrance from any cause whatsoever.
3.27 **No Waiver**  The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, UF Health Jacksonville’s payment for the Services shall not release Design-Builder from its obligations under the Contract and shall not be deemed a waiver of UF Health Jacksonville’s right to insist upon strict performance hereof.

3.28 **Qualification of Design-Builder Employees, Subcontractors, and Agents**  All Design-Builder employees, subcontractors, and agents performing work under the Contract shall be properly trained and qualified. Upon request, Design-Builder shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all administrative requirements of UF Health Jacksonville and with all controlling laws and regulations relevant to the Services being provided under the Contract. UF Health Jacksonville may conduct, and Design-Builder shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Design-Builder. UF Health Jacksonville may refuse access to, or require replacement of, any personnel for reasonable cause.

Design-Builder shall take all actions necessary to ensure that Design-Builder's employees, subcontractors, and agents are not considered employees of UF Health Jacksonville. Such actions include, but are not limited to, ensuring that Design-Builder’s employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers’ compensation and unemployment compensation) from an employer other than UF Health Jacksonville. As a condition to providing services to UF Health Jacksonville, Design-Builder (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty (30) days of the effective date of the Contract. Proof of enrollment and participation will be made available to UF Health Jacksonville upon request.

3.29 **Security Procedures**  Design-Builder and its employees, subcontractors, and agents shall comply fully with all generally applicable security procedures of UF Health Jacksonville in performance of the Contract. UF Health Jacksonville agrees that any security procedures imposed specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.30 **Restrictions on the Use or Disclosure of UF Health Jacksonville’s Information**  Design-Builder shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Design-Builder or its agents, subcontractors, or employees, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of UF Health Jacksonville. At UF Health Jacksonville’s request, all information furnished to Design-Builder will be returned to UF Health Jacksonville upon completion of the Services. Design-Builder shall not be required to keep confidential any information that has already been made publicly available through no fault of Design-Builder or developed independently by Design-Builder without relying on UF Health Jacksonville’s information. To ensure confidentiality, Design-Builder shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.31 **Protection of Design-Builder’s Trade Secrets and Other Confidential Information**  Subject to the provisions of Section 2.11, any specific information that Design-Builder claims to be a trade secret must be clearly identified as such by Design-Builder on all copies furnished to UF Health Jacksonville. UF Health Jacksonville agrees to notify Design-Builder of any third-party request to view such information, but it is Design-Builder’s obligation to obtain a court order enjoining disclosure. If Design-Builder fails to obtain a court order enjoining disclosure within five (5) business days of Design-Builder’s receiving notice of the request, UF Health Jacksonville may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Design-Builder’s consent and will not be considered a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property rights.

3.32 **Assignment**  Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Design-Builder shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of an authorized representative of UF Health Jacksonville. In the event of any assignment, Design-Builder shall remain liable for performance of the Contract unless UF Health Jacksonville expressly waives such liability. UF Health
Jacksonville may assign the Contract with prior written notice to Design-Builder. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of UF Health Jacksonville.

3.33 **Notice and Approval of Changes in Ownership** Because the award of the Contract may have been predicated upon Design-Builder’s ownership structure, Design-Builder agrees that any transfer of a substantial interest in Design-Builder by any of its owners shall require UF Health Jacksonville’s prior written approval, which approval shall not be unreasonably withheld or delayed. By execution of the Contract, Design-Builder represents that it has no knowledge of any intent to transfer a substantial interest in Design-Builder. A substantial interest shall mean at least twenty five percent (25%) of the voting shares in Design-Builder. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.34 **Assignment of Antitrust Claims** Design-Builder and UF Health Jacksonville recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by UF Health Jacksonville. Therefore, Design-Builder hereby assigns to UF Health Jacksonville any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.35 **Equal Employment Opportunity** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President’s Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Design-Builder is exempt from any of the above cited terms, written evidence of such exempt status must be provided to UF Health Jacksonville.

3.36 **Other Non-Discrimination Provisions** Design-Builder represents that it has adopted and will maintain throughout the term of this Contract a policy of non-discrimination or non-harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment.

3.37 **Prompt Payment to Subcontractors and Suppliers** The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Design-Builder does not use JSEB subcontractors, as identified below, this Section 3.37 shall not apply:

a) **Generally.** When Design-Builder receives payment from UF Health Jacksonville for labor, services, or materials furnished by subcontractors and suppliers hired by Design-Builder, Design-Builder shall remit payment due (less proper Retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Design-Builder’s receipt of payment from UF Health Jacksonville. Nothing herein shall prohibit Design-Builder from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Design-Builder may dispute the disputed portion of any such payment only after Design-Builder has provided notice to UF Health Jacksonville and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to UF Health Jacksonville and said subcontractor or supplier within ten (10) calendar days after Design-Builder’s receipt of payment from UF Health Jacksonville. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section.

b) **Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.** Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Design-Builder shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises (“JSEB”), as defined therein, their pro rata share of their earned portion of the progress payments made by UF Health Jacksonville under the Contract within seven (7) business days after Design-Builder’s receipt of payment from UF Health Jacksonville (less proper Retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or
services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Design-Builder, Design-Builder shall provide to UF Health Jacksonville, with its requisition for payment, documentation that sufficiently demonstrates that Design-Builder has made proper payments to its certified JSEBs from all prior payments Design-Builder has received from UF Health Jacksonville. Design-Builder shall not unreasonably withhold payments to certified JSEBs if such payments have been made to Design-Builder. If Design-Builder withholds payment to its certified JSEBs, which payment has been made by UF Health Jacksonville to Design-Builder, Design-Builder shall return said payment to UF Health Jacksonville. Design-Builder shall provide notice to UF Health Jacksonville and to the certified JSEBs whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to UF Health Jacksonville and said JSEBs within five (5) calendar days after Design-Builder’s receipt of payment from UF Health Jacksonville. Design-Builder shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to the JSEBs within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice’s being withheld by UF Health Jacksonville, not as a penalty, but as liquidated damages to compensate for the additional contract administration by UF Health Jacksonville.

c) **Third Party Liability.** The Prompt Payment requirements hereunder shall in no way create any contractual relationship, obligation or liability between UF Health Jacksonville and any subcontractor, supplier, JSEB, or any third party or create any UF Health Jacksonville liability for Design-Builder’s failure to make timely payments hereunder. However, Design-Builder’s failure to comply with the Prompt Payment requirements shall constitute a material breach of Design-Builder’s contractual obligations to UF Health Jacksonville. As a result of said breach, UF Health Jacksonville, without waiving any other available remedy it may have against Design-Builder, may: (i) issue joint checks; and (ii) charge Design-Builder a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB’s and in Chapter 218, Florida Statutes, for non-JSEB’s, whichever is greater.

3.38 **Contingent Fees Prohibited**  Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Design-Builder, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Design-Builder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, UF Health Jacksonville shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.39 **Truth in Negotiation Certificate**  The execution of the Contract by Design-Builder shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Design-Builder states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, Design-Builder agrees that the compensation hereunder shall be adjusted to exclude any significant sums where UF Health Jacksonville determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.40 **Compliance with Applicable Laws**  Design-Builder (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);

- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and

- All licensing, regulatory and certification requirements applicable to performing the Services.

3.41 **Warranty of Ability to Perform**  Design-Builder warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Design-Builder’s knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Design-Builder’s ability to satisfy its Contract obligations. Design-Builder shall
immediately notify UF Health Jacksonville in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.42 **Warranty of Authority to Sign Contract** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.43 **Governing State Law/Severability/Venue/Waiver of Jury Trial** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.44 **Construction** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

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SECTION 4
Description of Services and Deliverables

Contents

4.1 Project Scope
4.2 Planning / Programming Phase Services
4.3 Preconstruction Phase Services
4.4 Additional Services
4.5 Construction Phase Services
4.6 Inspection and Acceptance

(Remainder of page intentionally left blank)
4.1 **Project Scope** The scope of work required by the Design-Builder selected for this RFQ shall include all DESIGN, PERMITTING, and CONSTRUCTION elements necessary for facility and infrastructure improvements as part of UF Health Jacksonville’s agreement with the COJ to maintain and modernize COJ Owned Buildings on UF Health Jacksonville’s Downtown Campus. Specific improvements under this RFQ include, but are not limited to, the following Critical Electrical & Systems modernization:

- a) Electrical Infrastructure Replacement
- b) Security and Low Voltage Improvements

4.2 **Planning / Programming Phase Services** The scope of Design-Builder Services will include, but are not limited to:

- a) **Planning & Design**: Work with UF Health Jacksonville in planning and design for all capital improvement and infrastructure projects under the Contract.
- b) **Estimating**: Develop concept-level total project estimated costs, for both construction and soft costs, such as FF&E and IT.
- c) **Funding and Reporting**: Provide cash flow assessments on an individual project basis.
- d) **Scheduling**: Prepare preliminary project schedules, from capital approval request through design and construction, including owner occupancy.
- e) **Prioritization**: Recommend sequencing and phasing of multiple projects to deliver best value and minimize disruption to UF Health Jacksonville operations.
- f) **Procurement**: Assist in selection and procurement of design and other consultants. It is anticipated that UF Health Jacksonville will hold the contracts for design and other consultants, except as would be generally accepted practice for construction management projects.

4.3 **Preconstruction Phase Services** The scope of these Services in the concept and design phases will include, but are not limited to:

- a) **Design**: Conceptual, Schematic and Design Development documents to support the goals of any given project.
- b) **Constructability Analysis**: Review design documents on a continuing basis as the design progresses to identify constructability concerns and provide expert advice regarding the potential resolution of these concerns.
- c) **Cost Estimates**: Provide input and validate conceptual costs estimates. Prepare cost estimate summary reports at conceptual stage, schematic and/or design development, and construction drawing stages for review with UF Health Jacksonville and design team.
- d) **Value Engineering / Analysis**: Undertake a formal review of the design documents to identify, assess, and recommend alternatives which may satisfy the design intent at a lower capital cost, lowering operating cost or on a shorter schedule. Coordinate a Value Engineering Exercise and prepare a summary report for team review.
e) **Total Project Budget:** Assist UF Health Jacksonville in tracking all costs associated with the project including all FF&E, IT, and other soft costs.

f) **Benchmarking Data:** provide construction cost benchmarking data and expertise for projects of similar scope and value.

g) **Background Document Requirements:** review environmental study reports, geotechnical reports, and other supporting documentation to identify missing information or constructability concerns.

h) **Alternative Material(s) Review:** review material and equipment selections and make recommendations for alternatives that offer either better practice methods or satisfy the design intent at a lower total cost-in-use.

i) **Master Project Schedule:** develop a master project schedule with duration estimates for design, site work, and construction.

j) **Review of Construction Documents:** review construction documents prior to issuance to ensure coordination between drawings and specifications.

4.4 **Additional Services** The scope of work of Design-Builder may include but are not limited to the following additional services:

a) **FF&E Selection:** Coordinate the meetings between consultants (furniture, medical equipment, artwork, etc.) and appropriate UF Health Jacksonville staff to generate specifications, quantities, and costs for soft cost items. Ensure all selections are approved by appropriate personnel, and that any deviation from corporate standards or pre-determined budget allocations are also approved at a system level.

b) **Procurement:** Obtain quotations for soft costs as required by UF Health Jacksonville. Coordinate with the purchasing department, as all purchase orders will be issued by UF Health Jacksonville.

c) **Design Phase Management:** Coordinate user group meetings, design phase meetings.

d) **Receiving:** Receive and verify all owner-furnished items for projects.

e) **Installation:** coordinate vendor installation FF&E; coordinate contractor Installation of owner-furnished items which are not installed by vendor.

f) **Accounting / Reporting:** Monitor and update budgets and actual expenditures for all projects; provide reporting to UF Health Jacksonville on a regular basis.

4.5 **Construction Phase Services** The scope of Design-Builder construction services in the construction phases will include, but are not limited to:

a) **Quality Management:** Document and implement a comprehensive quality management program that includes quality assurance and quality control measures.

b) **Bonding Requirements:** Provide advice to UF Health Jacksonville regarding the provision of bonds by trade contractors.

c) **Contracting Methodology:** Provide assessment and recommendations regarding the manner in which the work is to be contracted (i.e. number and contents of trade packages; packages to be advanced early; pre-purchasing; packages to be self-performed by CM).
d) **Public Safety:** Prepare and implement a plan for protecting public and building occupants including interim life safety measures and infection prevention measures.

e) **Inspections:** Coordinate inspections by AHCA and The Joint Commission, as well as local authorities having jurisdiction. Ensure schedules reflect the required timing for all inspections and reviews.

f) **Security:** Manage the temporary and permanent contractor badging and any required site-specific training.

g) **Own Forces Work:** Propose for consideration by UF Health Jacksonville the items to be provided using own forces.

h) **Trade Contractor Management:** Represent UF Health Jacksonville for pre-qualification of bidder, tendering, awarding and administering all construction components associated with the project.

i) **Budget and Cash Flows:** Provide regular cash flow updates and reports for construction work and contracts.

j) **Construction Schedule management:** Develop and maintain the project schedule.

k) **Construction Site Safety:** Initiate and maintain all safety precautions and procedures for the project and assume primary responsibility for site safety.

l) **Superintendence:** Assume responsibility for overall site superintendence and the coordination of all construction trades.

m) **As-Built Documentation:** Prepare and organize all as-built documentation, warranty, and operation and maintenance manuals.

n) **Operation Demonstration and Instruction:** Organize and implement Owner, Architect and Engineer, meetings to demonstrate that all systems and equipment are functioning properly and ensure UF Health Jacksonville has detailed explanations of the operation and maintenance of the equipment and systems.

o) **Commissioning Management:** Organize and implement the plan for commissioning of all building systems as applicable.

4.6 **Inspection and Acceptance**

Upon receipt of the Design-Builder's written notice that the project is ready for Final Inspection and Acceptance, the Architect will make inspections and issue final certificate for payment stating the work has been completed in accordance with the Contract documents.

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ATTACHMENT A
Response Format

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the sections would be helpful.

The SOQ shall be a formal response to the RFQ from the Proposer. The Proposer must submit its SOQ by the time and date as shown in the RFQ Project Schedule (Section 1.16). Each Proposer will clearly indicate within the Cover Letter that the response is for the Critical Electrical and Systems Improvements Design-Build Contract.

The SOQ shall contain no more than forty (40) single-sided double-spaced 8½” by 11” pages, excluding appendices. The font style shall be Arial with a minimum font size of 11 points. A single-page cover letter will not be counted as part of the forty (40) page limit. A cover letter in excess of one (1) page and any other information submitted beyond that noted in the RFQ will be counted as part of the forty (40) page limit. Any SOQ exceeding these formal guidelines will be rejected and returned to a Proposer without being considered by UF Health Jacksonville. Provide proof of insurance, bonding capacity, and licensing. Copies of these documents may be included as appendices and will not be counted against the forty (40) page limit.

1) **Title Page**
   Include RFQ Title, RFQ Number, Proposer’s full name, address, phone number.

2) **Cover Letter**
   - Date of Letter.
   - RFQ Title and Number
   - Proposer’s full name, address and phone number.
   - Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses (including email address) and telephone numbers.
   - Proposer’s Federal Employer ID Number.
   - Acknowledgement that the Response is based on the terms set forth in the RFQ and all amendments.
   - Signature of Proposer’s Authorized Representative.

3) **Required Forms** Attach all forms identified in the RFQ each signed by Proposer’s authorized representative. Examples of the forms required include, but are not limited to:
   - Conflict of Interest Certificate.
   - Business References. (if requested)
   - Equal Business Opportunity Program Forms (if required in Attachment C).
   - Proposal Bond (if applicable).

4) **Proof of Minimum Requirements** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFQ. Proposer must provide clear documentation that it meets the minimum requirements.
5) **Statement of Qualifications.** This portion of the Response will be used to provide the information UF Health Jacksonville needs to evaluate how well the Proposer meets the criteria listed in Attachment B – Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower score and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria.

**ATTACHMENT B**

**Evaluation Criteria**

**General:**

RFQ evaluation, selection and ranking shall be scored on the following evaluation criteria:

I. **EXPERIENCE, COMPETENCE IN, AND APPROACH TO SIMILAR DESIGN-BUILD PROJECTS (ABILITY OF PROFESSIONAL PERSONNEL).** (30 Point Value)

Provide concise information pertaining to professional qualifications, experience, and competence of the Design-Builder team or individual firms of the Design-Builder team as follows:

1. Identify the lead organization and primary members of the Design-Builder team. Name the Design-Builder with whom UF Health Jacksonville will be contracting and identify if this will be a partnership, corporation, joint venture, etc.
2. Provide an organizational chart of the Design-Builder team describing the role and responsibilities of each team member. Identify all team members that are pre-qualified by the COJ as a Jacksonville Small Emerging Business.
3. Provide proof of insurance and bonding capacity adequate to complete projects. (Appendix item)
4. Provide proof of licensing including occupational license tax for all business entities and individual professional members of the Design-Builder team.
5. Identify the key individuals and the business entities (firms) by which those individuals are employed comprising the Design-Builder team in order for the SOQ to be deemed technically responsive. Provide a clear definition of the role and responsibility of each key individual relative to the member firm.
6. Represent the Design-Builder Firm’s design team shall have the necessary equipment and personnel to provide the design plans and specifications in a timely manner.
7. Provide one (1) page resumes of the key individuals and other personnel the Design-Builder considers critical to the successful completion of the Services.
8. Modification to the Design-Builder Firm’s team or key individuals and other personnel listed above is discouraged. UF Health Jacksonville will not approve requests for modification without justification. Examples of justification include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or death of a team member. Replacement team members must be submitted to UF Health Jacksonville for approval demonstrating equivalent experience to the individual being replaced.
9. Provide a list of projects the key individuals have managed in the past. Each list shall consist of a brief description of the projects managed, name of the owner the work was performed for, the owner’s representative’s telephone number, total construction cost, duration of construction, and any unusual features.

II. **PAST PERFORMANCE AND RECORD OF PROFESSIONAL ACCOMPLISHMENTS.** (20 Point Value)

Provide concise information describing:
1. For the Design Builder Firm, including the Design-Build team, provide information demonstrating the firm's qualifications for performing work included in this RFQ. The information shall consist of a list of project experience in the past ten (10) years, including year(s) of design and/or construction experience. Provide a separate list of design and construction projects performed by members of the Design Builder Firm team for UF Health Jacksonville, if applicable. (This information may be included in the appendices and will not be counted against the forty (40) page limit.)

2. For each project listed, provide:
   a. A brief description of the project,
   b. Name of owner for whom the work was performed,
   c. Name, title, and phone numbers of owner’s representatives who can verify and discuss the firm’s participation in these projects.

   (This information may be included in the appendices and will not be counted against the forty (40) page limit.)

3. Provide brief answers and explanations to the following questions:
   a. Has any member of the Design-Build team defaulted and/or been terminated on any project within the last ten (10) years?
   b. In the past ten (10) years, has any member of the Design-Build team been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such action pending against them?
   c. How many contract claims were submitted in the past ten (10) years by members of the DBF team and how were they resolved?
   d. Does any member of the Design-Build team have active projects that are behind schedule? If so, why are the projects behind schedule?
   e. Has any member of the Design-Build team been assessed erosion and sediment control violations and/or fines within the last ten (10) years?
   f. Within the last ten (10) years, how many projects were constructed by the Design-Build’s team that were completed three (3) or more months before the target completion date of these projects? Provide details.

4. Provide the current National Council on Compensation Insurance (NCCI) Experience Modification Rate (EMR) for each DBF team member and all major sub-contractors. Note that the minimum acceptable EMR rating cannot exceed 1.0. If the EMR rating submitted is more than 1.0, the respondent will be regarded as nonresponsive.

5. Provide Design-Build Firm safety goals for the Project.

III. AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT, AND FACILITIES. (10 Point Value)

   Provide concise information pertaining to the Design-Build team’s ability to provide adequate personnel, equipment, and facilities in order to provide required design, construction, and quality control services for the Project:
   • Provide the Design-Build team Organizational Chart listing available personnel, equipment, and facilities in the design, construction, and quality control activities.
   • Demonstrate the Design-Build team’s ability to commit necessary resources to successfully complete the Project.
   • Demonstrate Design-Build team’s leadership capability and relevant management experience for the design, construction, and quality control requirements of the Project.

IV. RECENT, CURRENT AND PROJECTED WORKLOAD. (10 Point Value)

   Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.
V. OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECTS. (10 Point Value)

In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates a Proposer include statements and references demonstrating the Proposer met both time and budget requirements on projects of similar size and scope completed by the Proposer within the past ten (10) years and where the Proposer is meeting both time and budget requirements on projects of similar size and scope currently being performed (“Reference Projects”). As part of its response to this evaluation criterion, the Proposer:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and

2. should submit, without limitation, project narratives, schedules, design and construction cost and fee summaries and owner references for any Reference Projects. Any Reference Project which has been completed or for which construction is underway will segregate and identify any design-related schedule or budget impacts. Design schedule and budget information will include both the original and the current or completed schedule and cost data.

During contract negotiations, successful Proposers will be required to provide a Schedule of Proposed Rates on the forms provided as “Form 2”. Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except - at the sole discretion of UF Health Jacksonville - such rates may be adjusted when an amendment to the original Contract is being negotiated; provided any increases in rates shall not exceed actual increases in the appropriate index (CPI or PPI) for the service being provided since the date of the original Contract. Any allowable rate adjustments for subconsultants shall also follow this procedure.

VI. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR UF HEALTH JACKSONVILLE (5 Point Value)

Provide a list of all projects on which Design-Build has been awarded fees by UF Health Jacksonville during the past ten (10) years. Include only those projects on which Design-Build was the Prime Contractor (do not delete fees paid to subcontractors or others). Design-Build shall indicate whether it is currently under contract for any UF Health Jacksonville related work, including any COJ funded improvements.

VII. FINANCIAL RESPONSIBILITY. (10 Point Value)

Provide concise information pertaining to the Design-Build team’s financial responsibility:

- Indicate the Design-Build’s form of business, e.g., corporation, partnership, joint venture, or sole proprietor. Provide information about years in business, change in ownership, bank references, and any other information the Design-Build may wish to submit to allow UF Health Jacksonville to verify financial responsibility of each member of the Design-Build team.

- Provide the latest Design-Build’s Dunn & Bradstreet rating, and financial statement including current balance sheet, and a bank letter indicating the status of all accounts for each principle entity in the Design Builder team.

- For a joint venture, provide pertinent complete financial information for each joint venture partner.

- Disclose any unpaid judgments in excess of $100,000.

- Disclose any disputed or un-adjudicated claims in excess of $500,000.
• If the Design-Builder or a Partner in the Joint Venture requires any financial information to be held in confidence, such information shall be submitted in sealed envelopes.

• Provide evidence the Design-Builder’s current bonding capacity is at least $6,000,000. This evidence shall be in the form of a commitment letter from a licensed bonding company (surety).

• The Design-Builder (and joint venture partners) shall provide a comparison of the anticipated gross monthly billings for the next twelve (12) months for uncompleted work presently under contract, with monthly gross billings for design and construction over the past twenty four (24)

VIII. LOCATION (5 Point Value).

Document the location of Design-Builder’s corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Design-Builder’s corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Design-Builder’s branch office(s), if any, located in and/or are closest to Jacksonville, Florida, the number of employee assigned thereto and the period of continuous existence thereof. Additionally, Design-Builders are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

IX. QUALITY CONTROL PLAN (DESIGN & CONSTRUCTION) (5 Point Value)

The Quality Control Program is a critical component of the design and construction of the Project. It represents assurances to UF Health Jacksonville the Design-Builder is executing in accordance with the contract documents. UF Health Jacksonville shall negotiate the provisions of an acceptable Quality Control Program and finalize it prior to contract award.

Provide concise information with regards to how the Design-Builder approaches quality control and how it proposes to incorporate the UF Health Jacksonville’s quality assurance requirements into their Quality Control Program.

X. SOQ POINT VALUE FOR EACH EVALUATION CRITERION

The maximum number of points as shown below may be awarded by UF Health Jacksonville’s selection committee based on verifiable information provided in the SOQ for each evaluation category listed and described herein.

Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Statement of Qualification as non-responsive.

The responses to each of the criterion will be evaluated relative to other responses received and awarded a score as listed in the table below.

<table>
<thead>
<tr>
<th>Item in Attach B</th>
<th>Item’s Title</th>
<th>Maximum Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Experience, competence in and approach to the design and construction of various similar design-build projects</td>
<td>30</td>
</tr>
<tr>
<td>II</td>
<td>Past professional accomplishments and performance</td>
<td>20</td>
</tr>
<tr>
<td>III</td>
<td>Availability of adequate personnel, equipment, and facilities</td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Current Workload</td>
<td>5</td>
</tr>
<tr>
<td>V</td>
<td>Overall willingness to meet time and budget requirements for the projects</td>
<td>10</td>
</tr>
</tbody>
</table>
XI. IN-PERSON INTERVIEWS

The In-person Interviews will have an additional value of thirty (30) points which will be added to the Design-Builder Score from the evaluation of the SOQ. The three (3) top-ranked Design-Builders from the SOQ Evaluation Process will be provided the criteria and scheduling information for the In-person Interviews. Final Ranking of the top three (3) Design-Builders will be based upon the combination of scores combined from the SOQ Evaluation and the evaluation of the In-person Interviews.

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ATTACHMENT C
Equal Business Opportunity Program Requirements

EQUAL BUSINESS OPPORTUNITY PROGRAM
PARTICIPATION PERCENTAGE PLAN FOR
JACKSONVILLE SMALL AND EMERGING BUSINESSES

A. POLICY
Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, UF Health Jacksonville supports the COJ’s efforts in the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is UF Health Jacksonville’s intent in supporting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, in order to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code, AT THE TIME OF BID OPENING.

In the event Proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (JSEB Form 4). This is outlined in the Good Faith Effort category in Section J.

B. JSEB OBLIGATION
Proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Proposers shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY
1. To be considered eligible for contract award, the Proposer shall include with the bid/proposal an original Form 1(Schedule of Subcontractor/Subconsultant Participation), showing:
   a. Total percentage of JSEB work or procurement that the Prime Contractor intends to award;
   b. The identification of the JSEB as being a subcontractor, service organization, manufacturer, or supplier;

2. In addition, each certified JSEB must submit to the prime contractor a Letter of Intent to perform a specific task related to the project for which he or she is licensed to perform and has been certified by the City in that category. The Letter of Intent must include the JSEB subcontractor’s name, the scope of work and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the Proposer’s Schedule of Subcontractor/Subconsultant Participation). Copies (or faxes) of the original Letters of Intent signed by the JSEB subcontractors or suppliers may be submitted at the time of the scheduled bid opening but must be submitted within 48 hours after the scheduled bid opening to UF Health Jacksonville’s Contact Person. Failure to submit the Letter(s) of Intent within 48 hours after the scheduled bid opening may result in the bid in question being rejected as non-responsive.
   a. All JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.
D. **COMPLIANCE**

All Proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by UF Health Jacksonville. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, will apply.

E. **PARTICIPATION GOALS**

The following goals apply to this Contract and submissions of a bid by a prospective Proposer shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective Proposer’s bid proposal.

The attainment of JSEB participation goals established for this Contract will be: (i) based upon JSEBs certified AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the Contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the Design-Builder is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded. The goal established for this Contract is:

**TWENTY PERCENT (20%) TO BE PERFORMED BY COJ CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)**

F. **CONTRACT AWARD**

UF Health Jacksonville proposes to award the contract to the responsive, responsible Proposer submitting a reasonable bid, provided: (i) the Proposer has met the goals for JSEB participation; or (ii) if unable to meet the goals, the Proposer has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Proposers are advised UF Health Jacksonville has sole discretion and authority to determine if any Proposer has made a “Good Faith Effort.” UF Health Jacksonville reserves the right to reject any or all bids submitted. UF Health Jacksonville will have discretion to reject any bid or exclude a prospective Proposer from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by UF Health Jacksonville. Rejections hereunder may be timely protested pursuant to the Protest Procedures, a copy of which is included as part of these bid documents.

G. **SUBCONTRACT CLAUSE**

1. All Proposers hereby agree to incorporate the JSEB participation, policy, goals, conditions and instructions in all agreements that offer JSEB participation subcontracting opportunities.

2. If a change order presents further subcontracting opportunity beyond current subcontracting, the Proposer shall make positive efforts to further include JSEB participation.

3. The JSEB Proposer shall perform at least forty percent (40%) of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB Proposer of its full responsibility for the proper and timely performance and for its selection of Subcontractor(s).

H. **POST AWARD REQUIREMENTS**

After the award of the Contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on JSEB Form 1, may put the Proposer in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

I. **PAYMENT OF SUBCONTRACTORS**

Proposer shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any Retainage) as a condition precedent to prior to receipt of
any further progress payments. Proposers shall be obligated to pay subcontractors within three (3) days of receipt from UF Health Jacksonville of funds, and must confirm payment to UF Health Jacksonville. Proposer shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on the project at the direction of the Proposer and for which amount Proposer includes in its request or application for payment it submits to UF Health Jacksonville in order to induce payment for the same; otherwise, within ten (10) business days after receiving written notice from UF Health Jacksonville, Proposer shall return to UF Health Jacksonville any and all amounts it has been paid by UF Health Jacksonville and failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by Proposer. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon Proposer, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

J. **GOOD FAITH EFFORTS**
Proposers who are unable to meet the stated JSEB participation goals set forth herein are required to submit to UF Health Jacksonville’s Contact Person: (i) a Notice of Intent to Submit a Good Faith Effort Statement at the time of bid opening; and (ii) a completed Good Faith Effort Form (JSEB Form 4) and all supporting documentation within forty eight (48) hours after the scheduled bid opening, that demonstrate all of the bidder’s efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.613 and 126.614.

Failure to submit the Good Faith Effort Statement and supporting documentation within forty eight (48) hours after the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

NOTE: UF Health Jacksonville will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other Proposers in their attempt to meet the participation goals defined herein.

K. **EXCLUSIONARY AGREEMENTS**
Agreements between any Proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other Proposers are prohibited, and may result in both the Proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

L. **SUBSTITUTIONS**
1. The Proposer cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of UF Health Jacksonville following consultation with the COJ. Unauthorized changes or substitutions shall be a violation of this section, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Proposer to contract penalties or other sanctions.

2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to UF Health Jacksonville’s Contact Person in writing, and shall clearly and fully set forth the basis for the request. A Proposer shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the substitution has been approved by UF Health Jacksonville in writing after consultation with the COJ. A Proposer shall not allow a substituted subcontractor to begin work until the substitution has been approved in writing by UF Health Jacksonville following consultation with the COJ.

3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited.

4. UF Health Jacksonville’s final decision whether to permit or deny the proposed substitution, and the basis therefore, will be communicated to the parties in writing.

5. If UF Health Jacksonville requires the substitution of a subcontractor listed in the Schedule of Participation, the Proposer shall undertake Good Faith Efforts to fulfill the Schedule of Participation if
the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Proposer may substitute with non-JSEBs.

6. If a Proposer plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the Proposer shall obtain the approval of UF Health Jacksonville to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.

7. Changes to the scopes of work shall be documented by UF Health Jacksonville at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT
A completed JSEB Monthly Report (See JSEB Form 3) will be included with each pay request. Proposer is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION
1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.

2. If a certified JSEB bidder bids as a Proposer, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as Proposers are encouraged to make every attempt to subcontract with other JSEBs.

3. UF Health Jacksonville will accept participation from JSEB companies certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.

4. UF Health Jacksonville will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES
Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state and local laws statutes, ordinances, rules and regulations.

(Remainder of page intentionally left blank)
JSEB FORM 1

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>PROJECT TITLE</th>
<th>BID NUMBER</th>
<th>TOTAL BASE BID AMOUNT</th>
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*Please list all JSEBs

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<tr>
<th>NAME OF SUB FIRM</th>
<th>ADDRESS OF FIRM</th>
<th>TYPE OF SUB (if certified)</th>
<th>TYPE OF WORK TO BE PERFORMED</th>
<th>TOTAL CONTRACT VALUE</th>
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The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the COJ, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with UF Health Jacksonville. Under penalties of perjury, I declare I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and belief.

Signature: ___________________________ Title: __________________ Date: ________
Signature of Proposer

Print Name: ______________________________

Attach additional list of subcontractors/sub-consultants as needed
JSEB FORM 2
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

(Name of JSEB Supplier/Consultant/Subcontractor)

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<tr>
<th>NAME OF PROJECT</th>
<th>BID NO</th>
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I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to UF Health Jacksonville bid requirements. All work must meet UF Health Jacksonville bid specifications.

*Scope of Work

*Total Price of work to be performed or materials to be supplied including Sales Tax

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Signature of JSEB Supplier/Consultant/Subcontractor  Title  Date

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.
JSEB FORM 3

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES
PROGRAM FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR’S MONTHLY REPORT

PRIME CONTRACTOR NAME: ____________________________
PROJECT TITLE: ____________________________

PROFESSIONAL SERVICES NO. ____________________________ - OR -
UF HEALTH JACKSONVILLE BID NO. ____________________________

CURRENT CONTRACT TOTAL AMOUNT $__________________________
UF HEALTH JACKSONVILLE CONTRACT NO. ____________________________

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<td>FOR PERIOD ENDING</td>
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<td>JSEB/MBE: $</td>
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<td>PRIOR MONTH CUMULATIVE NON-JSEB/MBE: $</td>
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<td>CUMULATIVE JSEB/MBE $:</td>
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<tr>
<th>JSEB/MBE SUBCONTRACTORS TO BE PAID FROM THIS INVOICE</th>
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<tr>
<td>COMPANY NAME</td>
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FOR CITY OF JACKSONVILLE USE ONLY

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Notes:
1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Proposer shall attach to this form a typewritten explanation of any differences in JSEB/MBE participation from original contract commitment
The intent of this form is to document the good faith effort attempts made by the apparent low Proposer in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived and the Proposer must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low Proposer must submit the form as follows:
1 available JSEB – must contact 1 JSEB
2-5 available JSEB – must contact 3 JSEBs minimum
6-7 available JSEBs – must contact 4 JSEBs minimum
8-9 available JSEBs – must contact 5 JSEBs minimum
10 or more available JSEBs – must contact 6 JSEBs minimum

All information submitted on this form is subject to audit by UF Health Jacksonville.

Date Submitted: ____________  Bid Number: ____________  Agency: ____________

Contractor Name: ___________________________  Company Address: ___________________________

City: ____________  State: ____________  Zip code: ____________  Phone: ____________

Goal Percentage: ______  Commitment Percentage: ______  Unattained Percentage: ______

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Proposer/Authorized Representative Signature: ____________________________

Authorized Representative Title: ____________ Date: ____________

Witness: ____________________________ Date: ____________
## JSEB FORM 4 (Cont.)

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM
GOOD FAITH EFFORT DOCUMENTATION

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Comments:
GOOD FAITH EFFORT DOCUMENTATION

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section “J” are required to submit with their proposal all efforts that would demonstrate a “Good Faith Effort” in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given, if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the COJ.

NOTE: UF Health Jacksonville will investigate and verify information submitted in determining Good Faith Effort, and will compare the same with the performance of other Proposers’ attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the Contract. The Proposer should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The Proposer should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Proposers are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

(Remainder of page intentionally left blank)
ATTACHMENT D

DESIGN-BUILD CONTRACT
BETWEEN
SHANDS JACKSONVILLE MEDICAL CENTER, INC.
DBA
UF HEALTH JACKSONVILLE
AND
INSERT CORPORATE NAME OF DESIGN-BUILDER
FOR
Critical Electrical & Systems Improvements
UF Health Jacksonville’s Downtown Campus

THIS CONTRACT, made and entered into this _ day of 201_ (the "Effective Date"), by and between SHANDS JACKSONVILLE MEDICAL CENTER, INC. ("UF HEALTH JACKSONVILLE"), and __________________________(the "DESIGN-BUILDER"), a ____________ corporation authorized to transact business in Florida and with its principal offices at __________________________.

WHEREAS, UF HEALTH JACKSONVILLE issued a Request for Qualifications No. 001 - 19 (the "RFQ") for certain services described in the RFQ (the "Services"); and

WHEREAS, based on DESIGN-BUILDER’S response to the RFQ dated ________, consisting of _______ pages (the "Response"), UF HEALTH JACKSONVILLE has negotiated and awarded this Contract to DESIGN-BUILDER;

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

1. **Performance of Services.** The Services will be performed by DESIGN-BUILDER as specified in the RFQ and the Response.

2. **Compensation and Retainage.** DESIGN-BUILDER will be paid by UF HEALTH JACKSONVILLE for the Services [as follows: ______________________] or [as specified on the Price Sheets attached as Exhibit______].

   UF HEALTH JACKSONVILLE shall be entitled to retain and accumulate ten percent (10%) of all Disbursements ("Retainage") for each phase of the Services under construction until such time as Substantial Completion (subject to commercially reasonable punch list items) in accordance with this Contract as certified by a City of Jacksonville Inspector of the applicable phase of the Services. The Retainage amount will be disbursed with the final Disbursement for the applicable phase of the Services upon satisfaction of the Completion Conditions for such phase.

3. **Maximum Indebtedness.** UF HEALTH JACKSONVILLE’s maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ____________$___________________.

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on _______ _____________ unless sooner terminated by either party in accordance with the terms of the RFQ. This Contract may be renewed for up to ______ additional one (1) year periods by (i) UF HEALTH JACKSONVILLE in its sole discretion, upon written notice to DESIGN-BUILDER at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of authorized representatives of the parties.
5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:
   - This document, as modified by any subsequent signed amendments
   - The General Contract Conditions (Section 3 of the RFQ)
   - The Capital Maintenance and Capital Improvements Costs Disbursement Agreement
   - Any amendments to the RFQ
   - The RFQ
   - Any Purchase Order under the Contract
   - The Response, provided that any terms in the Response that are prohibited under the RFQ shall not be included in this Contract.

6. **Warranty and Guarantee of Services.** DESIGN-BUILDER warrants to UF HEALTH JACKSONVILLE all Services will be of good quality, and substantially in compliance with this Contract and its requirements. All Services not in conformance to the requirements of this Contract, including substitutions not properly approved and authorized, may be considered defective. If required by UF HEALTH JACKSONVILLE, DESIGN-BUILDER shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in this Contract.

   If, within one (1) year of acceptance of any portion of the Services by UF HEALTH JACKSONVILLE, or within such longer period of time prescribed by law or by the terms of any special warranty provision of this Agreement, any of the Services is found to be defective or not in conformance with this Contract, DESIGN-BUILDER shall correct it promptly after notice of such defect or nonconformance. Corrective Services during the warranty period shall also be warranted for a period of one (1) year, with each corrective effort in turn being warranted for a period of one (1) year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Contract. UF HEALTH JACKSONVILLE shall give notice to DESIGN-BUILDER promptly after discovery of the condition.

   DESIGN-BUILDER shall bear the cost of correcting or removing all defective or nonconforming Services, including the cost for correcting any damage caused to equipment, materials or other Services by such defect or the correcting thereof.

   DESIGN-BUILDER shall correct any defective or nonconforming Services to the reasonable satisfaction of UF HEALTH JACKSONVILLE, and any of the equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should DESIGN-BUILDER fail to timely correct defective or non-conforming Services under warranty, UF HEALTH JACKSONVILLE, or a third party contractor on behalf of UF HEALTH JACKSONVILLE, may correct such Services itself. DESIGN-BUILDER shall reimburse UF HEALTH JACKSONVILLE for the costs of such corrective Services promptly and no later than thirty (30) days after receipt of an invoice from UF HEALTH JACKSONVILLE pertaining to such corrective Services undertaken by UF HEALTH JACKSONVILLE. If DESIGN-BUILDER fails to correct the nonconforming or defective Services, DESIGN-BUILDER will be in default hereunder.

   Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which DESIGN-BUILDER may have under this Contract. The establishment of the time period of one (1) year after the date of substantial completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by this Agreement, relates only to the specific obligation of DESIGN-BUILDER to correct the Services and has no relationship to the time within which its obligation to comply with this Contract may be sought to be enforced, nor the time within which proceedings may be commenced to establish DESIGN BUILDER’S liability with respect to its obligations other than specifically to correct the Services.
7. **Notices.** Any and all notices required or permitted pursuant to this Agreement will be made in writing and sent to the parties at the addresses set forth herein. Such notices will be deemed sufficiently made and received by the other party upon receipt if (i) personally delivered; (ii) sent by registered or certified mail, return receipt requested; or (iii) sent by a nationally recognized overnight courier service (i.e. Federal Express, UPS or other similar service).

As to UF HEALTH JACKSONVILLE:

Shands Jacksonville Medical Center, Inc.  
UF Health North  
15255 Max Leggett Parkway  
Jacksonville, FL 32218  
Attn: Jack Griego  
Director of Facilities

With a required copy to:

Shands Jacksonville Medical Center, Inc.  
655 West 8th Street  
Jacksonville, FL 32209  
Attn: Office of Contract Administration

As to the DESIGN-BUILDER:


8. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, UF Health Jacksonville's Contract Manager is: Jack Griego, Director of Facilities, Shands Jacksonville Medical Center, Inc., 15255 Max Leggett Parkway, Jacksonville, FL 32218 and the DESIGN-BUILDER's Contract Manager is [Insert Name and Address]. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

9. ** Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the DESIGN-BUILDER. 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. DESIGN-BUILDER may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to UF Health Jacksonville (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. DESIGN-BUILDER acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. ** 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 hereto.
11. **Counterparts.** This Contract, 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 (1) and the same instrument.

12. **Representations and Warranties of Non-Exclusion from Federal Programs.** (a) DESIGN-BUILDER represents and warrants to UF HEALTH JACKSONVILLE neither DESIGN-BUILDER nor any of its owners, officers, directors, employees, independent contractors or agents (“DESIGN-BUILDER Representatives”) is an Ineligible Person. For purposes of the representations and warranties contained herein, an “Ineligible Person” is an individual or entity who (i) is currently excluded, debarred, suspended or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or in federal procurement or non-procurement programs (the “Federal Health Care Programs”); or (ii) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in the Federal Health Care Programs. DESIGN-BUILDER further represents and warrants to UF HEALTH JACKSONVILLE, to the best of its’ knowledge, neither DESIGN-BUILDER nor any DESIGN-BUILDER Representative is under investigation or otherwise engaged in conduct which may result in DESIGN-BUILDER or DESIGN-BUILDER’s Representative becoming an Ineligible Person.

The foregoing representations and warranties shall be ongoing during the term of this Contract. DESIGN-BUILDER shall immediately notify UF HEALTH JACKSONVILLE of any change in its’ status. Any breach of the representations and warranties herein shall give UF HEALTH JACKSONVILLE the right to terminate this Contract for cause as of the date of breach or at such other subsequent time as UF HEALTH JACKSONVILLE may elect.

13. **Access to Books and Records.** To the extent required by valid regulations promulgated pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, DESIGN-BUILDER shall, until the expiration of four (4) years following the furnishing of Services pursuant to this Contract, make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement, and books, documents and records necessary to verify the nature and extent of costs incurred by reason of activities of DESIGN-BUILDER under this Contract. Any subcontracts entered into hereunto by DESIGN-BUILDER with a related organization for provision of the Services contracted for herein, if otherwise allowed by this Contract, with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, shall contain this clause imposing the same obligations upon each subcontractor.

**SIGNATURE PAGE IMMEDIATELY FollowS**
IN WITNESS WHEREOF, authorized representatives of the parties have executed this Design Build Contract as of the Effective Date as evidenced by each party’s signature below.

**ATTEST:**

SHANDS JACKSONVILLE MEDICAL CENTER, INC.:

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<thead>
<tr>
<th>By ______________________</th>
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<tr>
<td>Name _____________________</td>
<td>Name _____________________</td>
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<tr>
<td>Title ____________________</td>
<td>Title ____________________</td>
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<tr>
<td>Date _____________________</td>
<td>Date _____________________</td>
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</table>

**ATTEST:**

INSERT NAME OF DESIGN-BUILDER:

<table>
<thead>
<tr>
<th>By ______________________</th>
<th>By ______________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name _____________________</td>
<td>Name _____________________</td>
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<tr>
<td>Title ____________________</td>
<td>Title ____________________</td>
</tr>
<tr>
<td>Date _____________________</td>
<td>Date _____________________</td>
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</tbody>
</table>
ATTACHMENT E

Indemnification- Shands Jacksonville Medical Center, Inc.

Design-Builder shall hold harmless, indemnify, and defend Shands Jacksonville Medical Center, Inc., and its officers, directors, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, including reasonable attorneys’ fees, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Design-Builder or its subcontractors, sub-subcontractors, materialmen, or agents or any tier of their respective employees (collectively, the “Indemnifying Parties”) that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Contract, operations, services or work performed hereunder (the “Services”); and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Indemnified Parties, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The Indemnifying Party will not admit fault on behalf of Indemnified Parties without the Indemnified Parties’ prior written consent. The defense of any Indemnified Party insured by the University of Florida J. Hillis Miller Health Center Self-Insurance Program (“UFSIP”) shall be controlled and managed by UFSIP, and nothing herein shall be construed as a waiver by the Indemnified Parties of Section 768.28 of the Florida Statutes. The terms of indemnity shall survive the expiration or termination of the Contract.

To the extent required by Section 725.06 of the Florida Statutes, the indemnifications set forth herein shall be limited to the greater of five times the value of the Contract or the insurance coverage limits required by the Contract, but in no event less than $1 million per occurrence, which limits the Indemnifying Parties agree bears a reasonable commercial relationship to the Contract and is part of the project specifications or bid documents. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.
Indemnification- City of Jacksonville

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City’s members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any product generated by the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes. The City is an intended third-party beneficiary of the indemnifications set forth herein, which indemnifications shall survive the expiration or earlier termination of contractors’ agreement with Shands Jacksonville Medical Center, Inc. or its contractors and consultants.
ATTACHMENT E (Continued)
Insurance Requirements

Design-Builder shall at all times during the term of this Contract procure prior to commencement of Services and maintain at its sole expense during the life of this Contract (and Design-Builder shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

### Insurance Coverages

<table>
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<tr>
<th>Schedule</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td><strong>Worker's Compensation</strong></td>
<td>Florida Statutory Coverage</td>
</tr>
<tr>
<td><strong>Employer's Liability</strong></td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease Policy Limit</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Each Employee/Disease</td>
</tr>
</tbody>
</table>

This insurance shall cover UF Health Jacksonville and the COJ (and, to the extent they are not otherwise insured, their Contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

**Commercial General Liability**

<table>
<thead>
<tr>
<th>Limits</th>
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<tbody>
<tr>
<td>$3,000,000 General Aggregate</td>
</tr>
<tr>
<td>$3,000,000 Products &amp; Comp. Ops. Agg.</td>
</tr>
<tr>
<td>$1,000,000 Personal/Advertising Injury</td>
</tr>
<tr>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td>$50,000 Fire Damage</td>
</tr>
<tr>
<td>$5,000 Medical Expenses</td>
</tr>
</tbody>
</table>

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Services via a form no more restrictive than the most recent version of ISO Form CG 2503.

Design-Builder shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the Project. The amount of products/completed operations coverage maintained during the ten (10) year period shall be not less than the combined limits of Products/Completed Operations coverage required to be maintained by Design-Builder in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Services.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by UF Health Jacksonville.
Automobile Liability $1,000,000 Combined Single Limit

Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability $5,000,000 per Claim $10,000,000 Aggregate

Any entity hired to perform professional services as a part of this Contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk 100% Completed Value of the Project

Such insurance shall be on a form acceptable to UF Health Jacksonville. The Builder’s Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder’s Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the Project. Named insured’s shall be: UF Health Jacksonville, Design-Builder, the COJ, and respective members, officials, officers, employees and agents and the Engineer, and the Program Management Firms(s) (when program management services are provided). The COJ, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability $5,000,000 per Loss $5,000,000 Annual Aggregate

Any entity hired to perform services as part of this Contract for environmental or pollution related concerns shall maintain Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the Design-Builder including transportation.

Pollution Legal Liability $5,000,000 per Loss $5,000,000 Aggregate

Any entity hired to perform services as a part of this Contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Contract.
Umbrella Liability  $10,000,000 Each Occurrence/ Aggregate.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above.

In the event that any part of the work to be performed hereunder shall require Design-Builder or Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, Design-Builder shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to UF Health Jacksonville, the COJ, and their respective members, officials, officers, employee and agents, Engineer, and Program Management Firm(s) (when program management services are provided).

Design-Builder shall not be permitted to enter upon or perform any work on COJ Parcels until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the COJ, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker’s Compensation and Professional Liability shall be endorsed to name UF Health Jacksonville, the COJ and their members, officials, officers, directors, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of UF Health Jacksonville, the COJ and their members, officials, officers, directors, employees and agents.

C. Design-Builder’s Insurance Primary. The insurance provided by Design-Builder shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by UF Health Jacksonville, the COJ or their members, officials, officers, employees or agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will UF Health Jacksonville, the COJ or their members, officers, officials, directors, employees or agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Design-Builder, Subcontractors, employees or agents to UF Health Jacksonville, the COJ or others. Any remedy provided to UF Health Jacksonville, the COJ or their members, officials, officers, directors, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by UF Health Jacksonville or the COJ nor failure to disapprove the insurance furnished by Design-Builder shall relieve Design-Builder of its full responsibility to provide insurance as required under this Contract.
G. Certificates of Insurance. Design-Builder shall provide UF Health Jacksonville AND the COJ Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to UF Health Jacksonville pursuant to the Notice requirements under the Contract and to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. Design-Builder shall provide an endorsement issued by the insurer to provide UF Health Jacksonville and the COJ thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Design-Builder shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Design-Builder shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, UF Health Jacksonville or the COJ may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require UF Health Jacksonville or the COJ also be named as an additional insured.

L. Special Provisions: Prior to executing this Contract, D BUILDER shall present this Contract and this Attachment E to its Insurance Agent affirming: 1) The Agent has personally reviewed the insurance requirements of the Project Documents, and(2) The Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Design-Builder.

**Bonds and Other Performance Security.** Design-Builder shall not perform or commence any construction services for any Phase of the Services until the following performance bond and labor and material payment bond or other performance security have been delivered to UF Health Jacksonville and the COJ: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to UF Health Jacksonville and the COJ on forms furnished by the COJ, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Phase of the Services performed under this Contract, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the construction of the Improvements no qualification or modifications to the Bond forms are permitted.

To be acceptable to UF Health Jacksonville as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. 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.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this Contract.

5. If the Contract Award Amount exceeds $200,000, the Surety Company shall also comply with the following provisions:

   a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best’s Key Rating Guide.

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<tr>
<th>CONTRACT AMOUNT</th>
<th>RATING</th>
<th>RATING</th>
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<tbody>
<tr>
<td>$500,000 TO $1,000,000</td>
<td>A-</td>
<td>CLASS IV</td>
</tr>
<tr>
<td>$1,000,000 TO $2,500,000</td>
<td>A-</td>
<td>CLASS V</td>
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<tr>
<td>$2,500,000 TO $5,000,000</td>
<td>A-</td>
<td>CLASS VI</td>
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<tr>
<td>$5,000,000 TO $10,000,000</td>
<td>A-</td>
<td>CLASS VII</td>
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<tr>
<td>$10,000,000 TO $25,000,000</td>
<td>A-</td>
<td>CLASS VIII</td>
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<tr>
<td>$25,000,000 TO $50,000,000</td>
<td>A-</td>
<td>CLASS IX</td>
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<tr>
<td>$50,000,000 TO $75,000,000</td>
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<td>CLASS X</td>
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</table>

   b. 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 have 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.
ATTACHMENT F
CAPITAL MAINTENANCE AND CAPITAL IMPROVEMENTS COSTS
DISBURSEMENT AGREEMENT

Immediately Follows
CAPITAL MAINTENANCE AND CAPITAL IMPROVEMENTS COSTS
DISBURSEMENT AGREEMENT

THIS CAPITAL MAINTENANCE AND CAPITAL IMPROVEMENTS COSTS
DISBURSEMENT AGREEMENT ("Agreement") is made and entered into this 20th day of
February, 2019 (the "Effective Date") between the CITY OF JACKSONVILLE, a municipal
corporation and a political subdivision of the State of Florida ("City"), and SHANDS
JACKSONVILLE MEDICAL CENTER, INC., a Florida not for corporation ("Shands").

ARTICLE 1
PRELIMINARY STATEMENTS

1.1 Background, the Improvements.

1.1.1 City and Shands have previously entered into that certain Amended and
Restated Lease Agreement dated December 15, 1987 (as subsequently amended from time to time,
the "Lease"), pursuant to which Shands has leased from the City certain real property, including
but not limited to the buildings, improvements and equipment as described in the Lease and located
in the Jefferson Street / 8th Street vicinity of Jacksonville, Florida, as more particularly described
in the Lease, upon which Shands operates, in part, certain hospital facilities (the "Hospital
Complex") as generally described on Exhibit A attached hereto. The Hospital Complex includes
facilities owned and operated by Shands and other third parties, as well as City-owned buildings
and related facilities.

1.1.2 Shands has requested and the City has agreed for Shands to make certain
capital improvements and capital repairs to the City owned land, buildings and facilities within the
Hospital Complex in accordance with the terms and conditions of this Agreement (collectively,
the "Improvements"). Subject to appropriation of funds by City Council, the Improvements are
anticipated to occur over a 6 year period in accordance with this Agreement. A general description
of the Improvements are set forth on Exhibit B attached hereto. Each year, on or before June 30,
Shands shall provide to City for its review and approval its Plans and Specifications for the portion
of the Improvements to be undertaken in any such year (as to each such year, a "Phase" of the
Improvements). Each Phase will commence on October 1st and end on September 30th of each
subsequent year. The parties recognize that Improvements committed or commenced during a
Phase may not be completed during that same Phase.

1.1.3 The City has determined that the design, permitting, construction and
inspection of the Improvements can most efficiently and inexpensively be completed by Shands
as a part of its project. Shands is willing to design, permit, construct and inspect the Improvements
(following the City's procurement rules) provided the City contributes to the cost of such
improvements as provided herein.

1.1.4 City has requested and Shands has agreed that Shands will design,
permit, construct and inspect the initial Phase of the Improvements as specifically described and
depicted on Exhibit B attached hereto and incorporated herein by this reference. The final Plans
and Specifications for the initial Phase shall be incorporated into Exhibit B as set forth below.
City has agreed to fund the design construction and inspection of the initial Phase of the Improvements in the maximum, up to amount of the lesser of: (i) the actual Verified Direct Costs for the construction of the Improvements; or (ii) FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00), with the balance, if any, being funded by Shands. Shands will oversee all aspects involving the design, permitting construction and inspection of each Phase of the Improvements. City has agreed to reimburse Shands up to $15,000,000 on a reimbursement basis for approved work performed and paid for by Shands for the initial Phase of the Improvements in accordance with the terms and conditions of this Agreement.

1.2 Design, Construction Budget. The total estimated design and construction costs of the initial Phase of the Improvements are estimated to be up to $15,000,000. A final budget setting forth the costs of the 2018-2019 Improvements shall be submitted to the City for its review and approval prior to Shands entering into any contracts for such work, and the final, approved budget for the 2018-2019 Improvements shall be attached hereto as Exhibit C. The City will provide such approvals within ten (10) business days of receiving the final budget.

1.3 Jacksonville Small and Emerging Businesses. It is important to the economic health of the community that whenever a person receives incentives for construction, that person and its contractors use good faith efforts to provide contracting opportunities to small and emerging business enterprises in Duval County, pursuant to Section 6.22 hereof, that are determined by Shands to be qualified and experienced in the design and construction of applicable Improvements for hospital buildings and facilities (including experience with the Agency for Health Care Administration and the Centers for Medicare and Medicaid Services).

1.4 Maximum Indebtedness. The total maximum indebtedness of City for the 2018-2019 Phase of the Improvements is FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00), with an anticipated 6-year cumulative funding amount, inclusive of all other fees or costs pursuant to this Agreement of ONE HUNDRED TWENTY MILLION AND NO/100 DOLLARS ($120,000,000.00). In order to remain eligible for each subsequent annual appropriation to this Agreement, Shands must demonstrate it has entered into binding design, construction, inspection and related contracts for the prior Phase of the Improvements committing at least 75% of the previously authorized funds to such agreements and be diligently pursuing the construction and improvements as authorized hereby. The parties agree that any uncommitted funds from a Phase will be carried over and available for commitment in subsequent Phases.

1.5 Availability of Funds. Notwithstanding anything to the contrary herein, all of City’s financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for the Improvements and this Agreement. The funds to cover the first Phase are available and lawfully appropriated.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein of City and Shands, and for Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and Shands agree that the above preliminary statements are true and correct, and the parties represent, warrant, covenant, and agree as follows:
ARTICLE 2
DEFINITIONS

The foregoing preliminary statements are true and correct and are hereby incorporated herein by this reference. As used in this Agreement, the following terms shall have the following meanings.

2.1 "Budget" means the line item budget of Direct Costs for each Phase of the Improvements attached hereto as Exhibit C, and showing the total costs for each line item, as the same may be revised from time to time with the written approval of the City's Director of Public Works subject to the restrictions and limitations contained herein. Annually on or before June 30, Shands shall submit its Budget (along with its Plans and Specifications, defined below) for each Phase of the Improvements to the City to be undertaken by Shands, which shall be subject to the review and approval by the City in its reasonable discretion. Subject to appropriation of funds therefore by City Council, Exhibit C shall be amended each year to incorporate the Budget for each Phase of the Improvements as may be authorized by the City in accordance with this Agreement.

2.2 "Commence Construction" The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing any Phase of the Improvements or any portion thereof means the date when Shands (i) has obtained all Federal, State or local permits as required for the construction of such portion of the Improvements, and (ii) has begun physical, material construction (e.g., pouring concrete foundations or such other evidence of commencement of construction as may be approved by the City in its reasonable discretion) of such Phase of the Improvements on an ongoing basis without any Impermissible Delays.

2.3 "Completion of Construction" The terms "Complete Construction" or "Completion of Construction" as used herein when referencing any Phase of the Improvements means Substantial Completion (as defined below in this Article 2) of such Improvements.

2.4 "Completion Date" The term "Completion Date" as used herein means the applicable completion date described in Exhibit D (as the same is amended to incorporate each Phase of the Improvements) with respect to each Phase of the Improvements.

2.5 "Construction Contract" means any contract between Shands and a General Contractor for the construction of any Phase of the Improvements entered into after the Effective Date and in accordance with the terms and conditions of this Agreement, and any amendments or modifications thereto approved by City and Shands.

2.6 "Construction Documents" means the Design Professional’s Contract(s), the Construction Contract, all construction, engineering, architectural or other design professional contracts and subcontracts, all change orders, all government approvals, the Plans and Specifications, and all other drawings, budgets, and agreements relating to the construction of any Phase of the Improvements.

2.7 "Construction Inspector" has the meaning ascribed in Section 3.9.
2.8 "Construction Management Fees" has the meaning ascribed in Section 3.6.

2.9 "Design Professional" means engineers, architects, or other professional consultants providing technical advice in accordance with the terms of this Agreement.

2.10 "Design Professional's Contract(s)" means any contracts between Shands and a Design Professional for the design or construction inspection of any Phase or portion of the Improvements, and any amendments or modification thereto.

2.11 "Direct Costs" means direct design and construction costs incurred by Shands incurred after the Effective Date of this Agreement, in connection with the design, construction and construction inspection of each Phase of the Improvements, including soft costs associated with the design of each Phase of the Improvements, surveys, geotechnical, environmental and construction testing, removal of unsuitable soils and also including the Construction Management Fees and Construction Inspector's fees, as itemized in the Budget, as the same may be revised from time to time with the written approval of the City's Director of Public Works, not exceeding the applicable Maximum Improvements Disbursement Amount for the approved Phase of the Improvements. Direct Costs shall not include any Construction Management Fees or other project management or construction fees of Shands.

2.12 "Disbursement(s)" means disbursements to Shands of sums equivalent to Shands' Direct Costs for a portion of the Improvements as approved by the City pursuant to this Agreement for the design, engineering, permitting and construction of any Phase of the Improvements, not to exceed the applicable Maximum Public Infrastructure Disbursement Amount. The Disbursements will be made at the times and subject to the conditions set forth in this Agreement. No portion of the amounts allocated for the Improvements as shown in the Budget shall be disbursed to Shands unless such improvements comply in all material respects with the minimum requirements of the Budget for the applicable Phase described on attached Exhibit B (which Scope of Work may be modified from time to time pursuant to the terms of this Agreement), as reasonably determined by the Director of Public Works or his or her designee.

2.13 "General Contractor" means the person or entity licensed as a general contractor under Florida law, providing construction management of any Phase or portion of the Improvements.

2.14 "Impermissible Delay" means, subject to the provisions of Section 9.2, failure to proceed with reasonable diligence with the construction of any Phase of the Improvements in the reasonable judgment of the City or Construction Inspector, or if the City or Construction Inspector is of the reasonable opinion that the Phase of the Improvements at issue cannot be Completed by the Completion Date for such improvements, or abandonment of or cessation of work on any portion or Phase of the Improvements at any time prior to the Completion of any Improvements for a period of more than thirty (30) consecutive business days, except in the case of strikes, acts of God, hurricane, fire or other casualty which are not the result of Shands' negligence, or other causes beyond Shands' control, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days.
2.15 "Improvements" means any Phase or portion of the Improvements or other related improvements described herein as determined by the context of the usage of such term.

2.16 "Improvements Costs" means, depending upon the context of the usage of the term, the Direct Costs of the design, permitting and construction of the applicable Phase of the Improvements to be undertaken by Shands.

2.17 "Improvements Documents" means this Agreement and any other documents executed in connection herewith between the parties hereto.

2.18 "Maximum Improvements Disbursement Amount" means the applicable maximum disbursement to Shands for any Phase of the Improvements as approved by the City of sums equivalent to Shands’ Direct Costs for the applicable Phase of the Improvements for the design and construction of a Phase of the Improvements. The Maximum Improvements Disbursement Amount for the 2018-2019 Phase of the Improvements shall be the lesser of the Verified Direct Costs for the 2018-2019 Phase of the Improvements, or $15,000,000. The Disbursements will be made on a work performed and invoiced, reimbursement basis.

2.19 "Payment Bond" and "Performance Bond" have the meanings ascribed in Section 6.22.

2.20 "Plans and Specifications" means the final plans and specifications, including without limitation all maps, sketches, diagrams, surveys, drawings and lists of materials, for the construction of a Phase of the Improvements or any portion thereof, prepared by the Design Professional and approved by the City, and any and all modifications thereof made with the written approval of the City. The Plans and Specifications for each Phase of the Improvements shall be submitted annually to the City for approval simultaneously with the Budget.

2.21 "Retainage" has the meaning ascribed in Section 3.5.

2.22 "Substantial Completion" means the satisfaction of the Improvements Completion Conditions applicable to the particular Phase of the Improvements, as described in Section 6.14. The date of Substantial Completion of any Phase of the Improvement is the date of a letter from the City stating that such improvements are substantially complete and such letter is referred to herein as the "Substantial Completion Letter". The one year warranty as described herein on the Improvements begins on the respective Substantial Completion dates of each phase or portion of the Improvements.

2.23 "Verified Direct Costs" means the Direct Costs actually incurred by Shands for Work in place as part of any Phase of the Improvements, as certified by the Construction Inspector, not more frequently than twice monthly, pursuant to the provisions of this Agreement.

2.24 "Work" means workmanship, materials and equipment necessary to this Agreement, and any and all obligations, duties and responsibilities necessary to the successful completion of the Improvements and any Phase thereof undertaken by Shands under this Agreement, including the furnishing of all labor, materials, and equipment, and any other construction services related thereto.
ARTICLE 3
DISBURSEMENT OF FUNDS BY CITY

3.1 Terms of Disbursement. Subject to an appropriation of funds therefore, City agrees to reimburse Shands for its Verified Direct Costs incurred and paid for the design and construction of each approved Phase of the Improvements on the terms and conditions hereinafter set forth. For the 2018-2019 initial Phase of the Improvements, the disbursement amount shall be up to the maximum amount of $15,000,000. Shands shall be responsible for all costs beyond such amount for the 2018-2019 initial Phase of the Improvements. Should the total Verified Direct Costs incurred by Shands applicable to a Phase of the Improvements amount to a sum less than the applicable Maximum Improvements Disbursement Amount, City shall only be liable for the actual amount of the Verified Direct Costs for such Phase. After Substantial Completion of any Phase of the Improvements, any costs savings may be applied by the City to any subsequent authorized Phase of the Improvements.

3.2 Use of Proceeds. All funding authorized pursuant to this Agreement shall be expended solely for the purpose of reimbursing Shands for the Verified Direct Costs for any portion of the Improvements on City-owned facilities as authorized by this Agreement and for no other purpose. Upon Substantial Completion of any Phase of the Improvements, any excess funds budgeted for such Phase will be retained by the City, and in the City's sole discretion may be applied to any other Phase of the Improvements.

3.3 Disbursements Directly to Contractors and Vendors. Notwithstanding anything herein, the City may at its option upon the occurrence of an Event of Default, which is not cured within the applicable cure period after notice, and in accordance with the disbursement procedures described in this Article III, and in Article IV and Article V, disburse directly to the Design Professionals, General Contractor, subcontractors, suppliers, and vendors whom Shands has engaged in connection with any Phase of the Improvements, the reasonable amounts charged by such persons, upon submission to the City of invoices, receipts or other documents required by the City showing that the services rendered pertain to a Phase of the Improvements and are included in the Direct Costs. In the event the City makes any Disbursement direct as described in this Section 3.4, City shall, upon request of Shands, deliver to Shands a complete copy of any Disbursement documentation for Shands' records.

3.4 Deficiency in Maximum Improvements Disbursement Amount: Shands Obligation for any Shortfall in any Phase of the Improvements Budgeted Costs. If, prior to any Disbursement, the City reasonably determines that the actual cost to complete construction of the applicable Phase of the Improvements exceeds the aggregate undisbursed balance of the Maximum Improvements Disbursement Amount applicable to the applicable Phase of the Improvements, the City shall provide written notice of such to Shands. Shands, the City, the General Contractor and the Design Professionals shall meet and determine how to make adjustments to the Plans and Specifications for such Phase, and Shands shall be responsible for the payment of any amounts in excess of the undisbursed balance of the Maximum Improvements Disbursement Amount. In no event will the City be responsible for any shortfall in the amounts necessary to Complete Construction of any Phase of the Improvements. If Shands fails to continue such construction at its own cost, or fails to timely complete such construction due to such shortfall or for any other reason, the City in its
sole discretion may choose to terminate the City's additional obligations hereunder, and/or complete the remaining portion of the applicable Phase of the Improvements (on its own or through a third party contractor or developer and in compliance with the Plans and Specifications). If the City completes any Phase of the Improvements, Shands shall be liable to the City for the costs thereof in excess of the amount allocated for such Phase as shown on Exhibit C, and such repayment obligation of Shands shall survive any termination or expiration of the City's obligations hereunder.

3.5 Retainage. Each Disbursement Request from Shands to the City shall be for ninety percent (90%) of the amount invoiced by the General Contractor as approved by Shands. Upon substantial completion of a project (subject to commercially reasonable punch list items) in accordance with this Agreement as certified by the Construction Inspector of the applicable project, Shands will invoice the City for the final ten percent (10%) of the amount invoiced by the General Contractor ("Retainage"). The Retainage amount will be disbursed with the final Disbursement for the applicable project upon satisfaction of the applicable Completion Conditions for such project and provided that the amount is necessary to cover the Direct Costs.

3.6 Project Management Fees/Construction Management Fees. No development fees or project management fees or other fees of Shands (collectively, the "Project Management Fees") shall be paid to Shands under this Agreement. Nor are any such fees owed to Shands as of the Effective Date. Any construction management fees to be paid to the General Contractor ("Construction Management Fees") shall be paid only after all conditions to a Disbursement have otherwise been satisfied, and such fees shall be made pro rata (other than fees for preconstruction work) with the progress of the applicable Phase of the Improvements as determined by Construction Inspector and upon approval of the amount of such fees by the City. All requests for Construction Management Fees must be included in a Disbursement Request as a separate line item, and the aggregate amount of such fees shall be set forth in the General Contractor's contract, which is subject to the City's approval.

3.7 Procedures for Payment. All Disbursements shall be made from time to time as construction progresses upon written application of Shands pursuant to a Disbursement Request in the form of attached Exhibit F and as defined in Section 4.1. Shands shall file Disbursement Requests with the City no more frequently than twice per month, covering Work performed since the prior Disbursement Request. Disbursements shall be made on a reimbursement basis for work performed, invoiced and paid basis. Each Disbursement Request shall constitute a representation by Shands that the Work done and the materials supplied to the date thereof are in accordance with the Plans and Specifications for the applicable Phase; that the Work and materials for which payment is requested have been physically incorporated into the applicable Phase of the Improvements (except with respect to Stored Materials, which shall be physically incorporated into the applicable Phase of the Improvements in accordance with Section 3.8 below); that any stored materials for which payment is requested have been secured in accordance with Section 3.9; that the value is as stated; that the Work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction; that such Disbursement Request is consistent with the Budget; that the proceeds of the previous Disbursement have been actually paid by Shands in accordance with the approved Disbursement Request for such previous Disbursement; and that no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.
3.8 **Stored Materials.** The City shall not be required to make Disbursements for costs incurred by Shands with respect to materials stored on or off the Hospital Complex unless the following conditions shall have been satisfied: (a) copies of all invoices relating to such stored materials and a stored materials inventory sheet shall be submitted with the Disbursement Request; (b) with respect to materials stored on the Hospital Complex, such materials shall be adequately secured, as determined by Construction Inspector; and (c) with respect to materials stored off the Hospital Complex, such materials must be (i) adequately protected from damage by the elements and from theft, (ii) insured for the full cost thereof under a builder's risk policy acceptable to the City and naming the City as an additional insured, (iii) subject to a first priority lien held by the City, and (iv) subject to inspection by Construction Inspector. With respect to any Disbursement hereunder for stored materials, all such stored materials must be incorporated into the applicable Phase of the Improvements within a reasonable period of time not to exceed one hundred twenty (120) days of Shands' Disbursement Request regarding such materials. Notwithstanding any provisions to the contrary herein, Shands may not request as part of a Disbursement for costs incurred by Shands on materials stored on property owned by Shands or its affiliates.

3.9 **Construction Inspector.** The Construction Inspector shall be a building construction consultant approved by the City and engaged by Shands for standard inspections of each Phase of the Improvements as provided herein, and all fees for the Construction Inspector are included in the Budget, and shall be deemed a part of the Direct Costs. The Construction Inspector will inspect the construction of each Phase of the Improvements as provided herein, review and advise Shands and the City jointly with respect to the Construction Documents, and other matters related to the construction, operation and use of each Phase of the Improvements, monitor the progress of construction, and review Disbursement Requests and change orders submitted hereunder. Shands shall make Shands' construction management facilities located on or around the Hospital Complex available for the City and Construction Inspector for the inspection of each Phase of the Improvements, and Shands shall afford full and free access by City and Construction Inspector to all Construction Documents. City shall be granted access to the Hospital Complex at all reasonable times to inspect the Work in progress and upon Substantial Completion.

Shands acknowledges that (a) Construction Inspector shall in no event have any power or authority to make any decision or to give any approval or consent or to do any other thing which is binding upon the City and any such purported decision, approval, consent or act by Construction Inspector on behalf of the City shall be void and of no force or effect, (b) the City reserves the right to make any and all decisions required to be made by the City under this Agreement, in its reasonable discretion, without in any instance being bound or limited in any manner whatsoever by any opinion expressed or not expressed by Construction Inspector to the City or any other person with respect thereto, and (c) the City reserves the right in its sole and absolute discretion to replace Construction Inspector with another inspector at any time and with reasonable prior notice to Shands.

3.10 **No Third Party Beneficiaries.** The parties hereto do not intend the benefits of this Agreement to inure to any third party. Notwithstanding anything contained herein or any conduct or course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against City or any of their respective officers, agents, or
employees, in favor of any contractor, subcontractor, supplier of labor, materials or services, or any of their respective creditors, or any other person or entity other than Shands.

3.11 Performance Schedule. Shands and City shall jointly establish dates for the performance of Shands' obligations under this Agreement, as set forth on Exhibit D attached hereto and incorporated herein by this reference (the "Performance Schedule"). For each authorized Phase of the Improvements, the parties shall amend Exhibit D attached hereto to incorporate the additional performance schedule for each additional Phase of the Improvements, if approved by the City.

3.12 Progress Reports. During the period of construction of any Phase of or other portion of the Improvements, Shands shall provide to the City on a monthly basis (not later than fifteen (15) days after the close of each calendar month) progress reports of the status of construction of any Phase or other portion of the Improvements, which shall include (i) certification by Shands' engineer of (a) the total dollars spent to date, and (b) the percentage of completion of the applicable Phase or other portion of the Improvements, as well as the estimates of the remaining cost to complete such construction; and (ii) evidence of full payment (less Retainage) of all invoices or draw requests, to include copies of checks for payment and invoice draw requests, submitted for payment as to such Phase or portion of the Improvements during such monthly reporting period. In addition, on a monthly basis Shands shall provide to the City copies of its internally generated monitoring reports and related documentation as to construction of the Phase or portion of the Improvements within fifteen (15) days after the close of the month.

3.13 Pre-Construction Meetings: Critical Path Diagram. The City and Shands shall meet no later than ten (10) days prior to the applicable Commencement Date for each Phase of the Improvements. At such meeting, Shands shall provide to the City a logical network diagram describing all components of the construction of such Phase of the Improvements to be constructed, in a critical path format (the "Critical Path Diagram"), in accordance with the Performance Schedule. Shands shall update the Critical Path Diagram monthly and submit the updated diagram to the City with each Disbursement Request. Additionally, at such meeting Shands shall submit a complete schedule of values for the construction of the applicable Phase of the Improvements and a projected cash flow statement for the remaining time period of such Phase (collectively, the "Schedule of Values"), which Shands shall also update monthly to show all items completed and provide the updated version to the City with each Disbursement Request.

3.14 No Warranty by City. Nothing contained in this Agreement or any other Improvements Document shall constitute or create any duty or warranty by City regarding (a) the accuracy or reasonableness of the Budget or (b) the competence or qualifications of the General Contractor or Design Professional or any other party furnishing labor or materials in connection with the construction of the Improvements. Shands acknowledges that Shands has not relied and will not rely upon any experience, awareness or expertise of City regarding the aforesaid matters.

ARTICLE 4
CONDITIONS TO DISBURSEMENTS
4.1 General Conditions. Each Phase of the Improvements will be constructed at different times and the provisions of this Agreement apply to the construction of each such Phase of the Improvements. Subject to compliance by Shands with the terms and conditions of this Agreement, the City shall make Disbursements to Shands for reimbursement of the Verified Direct Costs of each Phase of the Improvements during the period of construction of such Phase, up to the applicable Maximum Improvements Disbursement Amount applicable to each Phase of the Improvements, subject to the Retainage described in Section 3.5, until Completion of Construction of the applicable Phase; provided, however, that in no event shall the City be obligated to make Disbursements in excess of the sum of Verified Direct Costs applicable to each Phase of the Improvements. Notwithstanding anything to the contrary herein, the only Disbursements to Shands on or after the Effective Date shall be payment for the costs of the design, permitting, construction and inspection of an approved Phase of the Improvements. The City will have no obligation to make any Disbursement (a) unless City is satisfied, in its reasonable discretion, that the conditions precedent to the making of such Disbursement have been satisfied; or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing. Each Disbursement Request shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic’s and materialmen’s liens obtained for payments made by Shands on account of Direct Costs as of the date of the Disbursement Request, (ii) A1A Forms G702 and G703 certified by the General Contractor and Design Professional for the completed CRA Infrastructure Improvements under construction, and (iii) the updated Critical Path Diagram and Schedule of Values as described in Section 3.16 (collectively, the “Supporting Documentation”). The City shall pay to Shands the amount of each Disbursement Request submitted by Shands in accordance with the applicable requirements of this Agreement, within thirty (30) calendar days of the City’s receipt of such Disbursement Request, provided, however, that if the City reasonably disputes any portion of the Disbursement Request, the City shall provide written notice to Shands of such dispute within ten (10) business days of the City’s receipt of such Disbursement Request. Thereafter, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding the City’s rights to dispute a Disbursement Request as set forth herein, in the event of such a dispute, the City shall, within such original fifteen (15) business day period, disburse to Shands the non-disputed portion of the funds requested pursuant to such Disbursement Request. Each Disbursement Request shall be accompanied by a certification by Shands’ Design Professional of (a) updated budgets showing the amount of expenditures for the applicable Phase of the Improvements and the improvements made to date, (b) the percentage of completion of the applicable Phase of the Improvements and (c) estimates of the remaining costs to complete the applicable Phase of the Improvements. Shands shall also promptly furnish to City such other information concerning the Improvements as City may from time to time reasonably request.

4.2 Conditions to Initial Disbursement. The City’s obligation hereunder to make the initial Disbursement with respect to any Phase of the Improvements is conditioned upon the City’s receipt of the following, each in form and substance satisfactory to the City:

4.2.1 each of the Project Documents for the applicable Phase of the Improvements duly executed as necessary to be enforceable against the parties thereto, and Shands shall not be in default under any of the Project Documents for any Phase of the Improvements;
4.2.2 if improvements have been constructed, a satisfactory inspection report with respect to the applicable portion of the Phase of the Improvements from the Construction Inspector, which shall be delivered by Construction Inspector with the initial Disbursement Request (such inspection report will not be required or applicable to an initial disbursement request for design or engineering or other pre-construction costs incurred prior to commencing actual physical construction (collectively, the “Pre-Construction Costs”);

4.2.3 additional supporting documentation as reasonably requested by the City;

4.3 Conditions to Subsequent Disbursements. The City’s obligations hereunder to make any subsequent Disbursements with respect to each Phase of the Improvements are conditioned upon City’s receipt of the following, as to the applicable Phase of the Improvements, each in form and substance reasonably satisfactory to the City:

4.3.1 a Disbursement Request, together with all required supporting documentation;

4.3.2 Except for Subsequent Disbursements for Pre-Construction Costs, evidence that Shands has obtained all Governmental Approvals or, after construction has commenced, a satisfactory inspection report with respect to the applicable Phase of the Improvements from the Construction Inspector, which shall be delivered by the Construction Inspector with the applicable Disbursement Request; and

4.3.3 an updated Budget (showing the amount of money spent or incurred to date on particular items and the remaining Improvements Costs for the applicable Phase of the Improvements under construction).

Additionally, prior to any Disbursement hereunder for the costs of construction of any Phase or other portion of the Improvements, the City must be satisfied that all necessary approvals from governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District) having jurisdiction over the Improvements, including but not limited to street openings or closings, zonings and use and occupancy permits, sewer permits, stormwater drainage permits, and environmental permits and approvals (the “Governmental Approvals”), have been obtained for the applicable Phase of Improvements under construction, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

4.4 Conditions to Final Disbursement. The City’s obligation hereunder to make the final Disbursement for any Phase of the Improvements is conditioned upon City’s receipt, as applicable, of the following, each in form and substance reasonably satisfactory to City:

4.4.1 each of the items set forth in Section 4.3 hereof, except as otherwise provided herein;

4.4.2 a final as-built survey showing all of the applicable Phase of the Improvements and applicable easements in compliance with the requirements of Section 6.8; and
4.4.3 each of the items set forth in the Improvements Completion Conditions set forth in Section 6.14 below.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

Shands represents and warrants to City that, to its knowledge:

5.1 Authority: Enforceability. (a) The execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents of Shands; (b) this Agreement and any documents executed in connection herewith do not violate any of the terms or conditions of such governing documents and this Agreement is binding upon Shands and enforceable against it in accordance with its terms; (c) the person(s) executing this Agreement on behalf of Shands is (are) duly authorized and fully empowered to execute the same for and on behalf of Shands; and (d) Shands is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida.

5.2 Survival. All of the representations and warranties of Shands, as set forth in this Agreement, shall survive the making of this Agreement and shall be continuing for a period of one year after the last of the respective Completion Dates as set forth herein.

ARTICLE 6
COVENANTS

6.1 Construction of the Improvements. Subject to the provisions of Section 9.2 and unless otherwise agreed in writing by City, ongoing physical construction of each authorized Phase of the Improvements shall commence by the respective Commencement Dates as established pursuant to Section 3.11 and shall be carried on diligently without delay or interruption for more than thirty (30) consecutive business days.

6.2 Manner of Construction of the Improvements. The Improvements and any Phase thereof shall be constructed in a good and workmanlike manner, in substantial accordance with the applicable Plans and Specifications and in compliance with all state, federal and local laws.

6.3 Plans and Specifications for the Improvements. Prior to the Commencement of Construction of any Phase of the Improvements and prior to entering into any constructions contracts for the same, the City shall have received and approved in its reasonable discretion the Plans and Specifications and Budget (for the purposes of this Article 6, collectively, the "Plans") prepared by Shands' design team for the applicable Phase of the Improvements. The Plans (i) will comply with all applicable city/state/federal standards, and with provisions of this Agreement, (ii) shall be reviewed by the City within thirty (30) days of submission in form acceptable to the City, and (iii) shall be subject to the City's approval. Shands shall use the approved Plans and Specifications to solicit proposals for the construction of such Improvements. City representatives shall have access to any portion of the Improvements during construction to confirm such Improvements are constructed consistent with the approved Plans.

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6.4 Pre-Construction Surveys and Proof of Ownership. On or before any Phase Commencement Date, Shands shall, as applicable, deliver to the City surveys (meeting Florida minimum technical standards) and legal descriptions, which will cover such improvements as well as the location of utility and drainage easements and utility sites. The form and content of the surveys and legal descriptions shall be reasonably satisfactory to City which shall indicate their approval in writing after approving of such form and content in accordance with their respective standard practices. Such surveys and other title documents to be provided by Shands shall establish that ownership of the real property and facilities thereon on which any portion of any Phase of the Improvements will be made is in the City of Jacksonville.

6.5 Shands Responsibilities: Dedication of Improvements. After the Effective Date, Shands shall be responsible for overseeing the design, permitting and construction of the Improvements under the terms and conditions of this Agreement. Upon completion of any Phase or portion thereof of the Improvements, Shands is responsible for overseeing the dedication and acceptance of such improvements to and by the City, which shall take title to all or any portion of the Improvements. Shands shall thereafter be responsible for all maintenance, repairs, and operations of all and any portion of the Improvements subject to the Lease. This Section 6.5 shall survive the expiration or earlier termination of this Agreement.

6.6 Award of Design Professional's Contract(s) and Construction Contract(s).

6.6.1 Shands shall be responsible for competitively and publicly soliciting design professionals and other contractors to conduct the Work, including design-build firms. Competitive solicitation of all professional services, construction services and/or other equipment and materials for the construction of the Improvements and any portion thereof shall be in substantial compliance with Chapter 126 of the City's Ordinance Code, as implemented by Shands. All potential bidders shall be prequalified to do business with the City pursuant to the requirements and procedures set forth by the Chief of Procurement and the Ordinance Code of the City of Jacksonville. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the City. Notwithstanding anything to the contrary herein, the bidding and contract award procedures must comply with the procurement requirements of Florida law for public construction projects. If a design-build firm is selected, references in this Agreement to “General Contractor” and “Design Professional” shall mean the design-build firm, and references in this Agreement to “Construction Contract” and “Design Professional’s Contract” shall mean any contract between Shands and the design-build firm for the design, construction, or construction inspection of any Phase of the Improvements entered into after the Effective Date and in accordance with the terms and conditions of this Agreement, and any amendments or modifications thereto approved by City and Shands.

6.6.2 After awarding the Construction Contract for a Phase or any portion of the Improvements, Shands shall in a timely manner notify the General Contractor to proceed with the Work of constructing such portion of the Improvements. No notice to proceed shall be given until, and the parties' obligations hereunder shall be conditioned upon, satisfaction of the following conditions:
(a) The City shall have received evidence reasonably satisfactory to it that the Improvements Costs applicable to the Phase of the Improvements to be constructed will not exceed the amount set forth in the Budget for such Phase, and that such Phase of the Improvements will be completed by the Completion Date applicable to such Phase of the Improvements;

(b) Shands shall provide to City the payment and performance bonds in form and content acceptable to the City in accordance with this Agreement as set forth in Section 6.21 below and Exhibit E attached hereto;

(c) The City shall have received such assurances as may reasonably be required that all necessary permits and other governmental requirements for construction of the applicable Phase of the Improvements have been received and satisfied or can be received and satisfied in due course;

(d) The parties have complied with the Pre-Construction Meeting requirements of Section 3.13.

(e) The parties shall revise the line items of the Budget to be consistent with the bids, but in no event shall the Budget exceed the applicable Maximum Improvements Disbursement Amount.

6.6.3 Shands, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering periodic reports to the City on the progress of each authorized Phase of the Improvements in compliance with procedures reasonably satisfactory to the City. The City shall be entitled to review and approve the General Contractor's (or construction manager's) draw requests (to be submitted in a City approved format).

6.7 Prosecution of Work. Shands, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering periodic reports to City on the progress of the Improvements if requested by City. Shands shall work diligently to complete construction of the Improvements in a timely and reasonable manner.

6.8 Liens and Lien Waivers. Shands shall take all action necessary to have any mechanic’s and materialmen’s liens, judgment liens or other liens or encumbrances related to the Improvements released or transferred to bond within ten business (10) days of the date Shands receives notice of the filing of such lines or encumbrances. City shall not be responsible for any lien or encumbrance related to the Improvements but City shall work cooperatively with Shands for Shands to bond over or remove any such lien or encumbrance. Shands shall be responsible for assuring compliance in all respects whatsoever with the applicable mechanic’s and materialmen’s lien laws.

6.9 As-Built and Other Surveys. If applicable, Shands shall deliver to City, in compliance with City’s survey requirements, an as-built survey of each Phase of the Improvements
within thirty (30) days after Substantial Completion of construction of such Phase, and additional surveys reasonably requested by the City relating to this Agreement.

6.10 Compliance with Laws and Restrictions. All construction of any portion of the Improvements shall be performed in accordance with all applicable statutes, ordinances, codes, regulations and restrictions. All contractors, subcontractors, mechanics or laborers or other persons providing labor or material in construction of any portion of the Improvements shall have or be covered by worker’s compensation insurance, if required by applicable law.

6.11 Ownership of Construction Documents. As security for the obligations of Shands under this Agreement, Shands hereby grants, transfers and assigns to City all of Shands’ right, title, interest (free of any security interests of third parties) and benefits in or under the Construction Documents, including any copyrights thereto. Shands represents and warrants that is has permission and authority to convey ownership of the Construction Documents as set forth herein.

6.12 Authority of City to Monitor Compliance. During all periods of design and construction, Shands shall permit the City’s Director of Public Works or his respective designated personnel, to monitor compliance by Shands with the provisions of this Agreement and the Improvements Documents. During the period of construction and with prior notice to Shands, representatives of City shall have the right of access to Shands’ records and employees, as they relate to Improvements, during normal business hours, provided, however, that Shands shall have the right to have a representative of Shands present during any such inspection.

6.13 Completion of the Improvements. Subject to the terms of this Agreement, Shands shall Complete Construction of each authorized Phase of the Improvements by no later than the applicable Completion Date. For purposes of this Agreement, completion of a Phase of the Improvements shall be deemed to have occurred only when the following conditions (the “Improvements Completion Conditions”) shall have been satisfied as to an authorized Phase of the Improvements:

6.13.1 Shands shall furnish to City such permits and/or certificates (including a certificate of substantial completion from the Design Professional) as shall be required to establish to City’s satisfaction that the Improvements have been properly completed and are not subject to any violations or uncorrected conditions noted or filed in any municipal department, and that such improvements are ready for immediate use;

6.13.2 Upon Completion of a Phase of the Improvements, Shands shall submit to City a proper contractor’s final affidavit and releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to City, confirming that payment has been made for all materials supplied and labor furnished in connection with such Improvements through the date of Work reflected in the final Disbursement Request;

6.13.3 The applicable Phase of the Improvements shall have been finally completed in all material respects in substantial accordance with the applicable Plans and Specifications, as verified by a final inspection report satisfactory to City from Shands’ Construction Inspector, certifying that the applicable Phase of the Improvements have been
constructed in a good and workmanlike manner and are in satisfactory condition and are ready for immediate use;

6.13.4 The City shall have issued the Substantial Completion Letter as to the applicable Phase of the Improvements stating that the applicable Phase of the Improvements are Substantially Complete and may be used for their intended purpose; and

6.13.5 The Completion of any portion of the Improvements is subject to Shands' one year warranty on all Completed Improvements as described herein.

6.14 Change Orders. In connection with any Phase or other portion of the Improvements, no material amendment shall be made to the Plans and Specifications, the Design Professional's Contract or to the Construction Contract, nor shall any change orders be made thereunder, without the prior written consent of City in its reasonable discretion. Shands shall notify the City in writing of any requested changed condition/change order, which shall describe the changed scope of work, all related costs and any necessary delay in the applicable Completion Date ("Shands Change Order Request"). Within five business days after receipt of Shands Change Order Request, the City will determine if Shands Change Order Request is justified and will respond to Shands in writing as to whether or not the City determines that Shands Change Order Request is justified and that the City is willing to fund the added scope of work, related costs and permitted delay in the Completion Date set forth therein. If the City does not believe Shands Change Order Request is justified, the City will have an additional 10 business days to evaluate and respond to Shands in writing. Once Shands Change Order Request has been agreed upon by Shands and the City, the formal Change Order, describing the agreed scope of work, all related costs and applicable extension of the Completion Dates, will be executed by both parties within 10 business days ("Approved Change Order"). The parties acknowledge that the Work that is the subject of the Shands Change Order Request will not proceed during the City change order response period, but other Work that will not affect or be affected by the Work that is the subject of the Shands Change Order Request will not be stopped during the City change order response period. Notwithstanding anything herein, the increased costs resulting from any and all Approved Change Orders during any Phase of construction of the Improvements must not exceed the Maximum Disbursement Amount for the particular Phase of Improvements then under construction, and any change order amounts exceeding such Maximum Disbursement Amounts shall require an amendment to this Agreement approved by City Council.

6.15 Subcontractors. Shands agrees that it will not engage or permit the General Contractor to engage or continue to employ any contractor, subcontractor or materialman who may be reasonably objectionable to City. If requested by City, Shands shall deliver to City a fully executed copy of each of the agreements between Shands and such contractors and between the General Contractor and its subcontractors, each of which shall be in form and substance reasonably satisfactory to City. City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder, (b) the contractor or subcontractor is of recognized standing in the trade, and is otherwise reasonably acceptable to City, and (c) approval of the City's Procurement Department based on its standard prequalification criteria for construction work on City property, provided such contractors or subcontractors are determined by Shands to be qualified and experienced in the design and construction of applicable Improvements for hospital
buildings and facilities (including experience with the Agency for Health Care Administration and the Centers for Medicare and Medicaid Services).

6.16 **Discrimination.** Shands shall not discriminate against any person, or group of persons on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or any part of the Improvements nor shall Shands or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with the reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees thereof.

6.17 **Sovereign Immunity/Responsibility.** Shands is a not-for-profit corporation primarily acting as an instrumentality of the State of Florida, and therefore is a state agency pursuant to Section 768.28(2), Florida Statutes. General liability protection is provided through the University of Florida J. Hillis Miller Health Center Self-Insurance Program (“UFSIP”). The UFSIP is a self-insurance program created pursuant to Section 1004.24, Florida Statutes. The UFSIP provides ongoing occurrence protection with no expiration date for general liability. As such, to the extent to which sovereign immunity is waived under Section 768.28, Florida Statutes in tort claims involving the negligent acts or omissions of Shands employees and agents, Shands shall not be liable to pay a claim or judgment by any one person which exceeds Two Hundred Thousand Dollars ($200,000.00), or any claim, or portions thereof, which, when totaled with all other claims or judgments paid arising out of the same incident or occurrence exceeds the sum of Three Hundred Thousand Dollars ($300,000.00). Pursuant to Section 768.28, Florida Statutes, employees and agents of Shands are not personally liable for acts or omission of action while in the scope of their employment or function.

6.18 **Insurance Requirements.** See Exhibit E attached hereto and incorporated herein by this reference for the insurance requirements of the General Contractor.

6.19 **Materials and Workmanship.** All workmanship, equipment, materials and articles incorporated in the Work are to be new and in accordance with City’s Standards, Specification and Details to be provided by City. Shands shall furnish Construction Inspector certified copies of test results made of the materials or articles which are to be incorporated in the Work for approval. When so directed, samples of materials shall be submitted for approval. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection, removal and replacement at Shands’ expense. If not otherwise provided, material or Work called for in this Agreement shall be furnished and performed in accordance with the manufacturer’s instructions and established practice and standards recognized by architects, engineers and the trade.

6.20 **Warranty and Guarantee of Work.**

6.20.1 Shands warrants to the City that all Work will be of good quality, and substantially in compliance with this Agreement and in accordance with the provisions of Section 6.20. All Work not in conformance to the requirements of this Agreement, including substitutions not properly approved and authorized, may be considered defective. If required by City, Shands shall provide satisfactory evidence as to the quality, type and kind of equipment and materials...
furnished. This warranty is not limited by, nor limits any other warranty-related provision in this Agreement.

6.20.2 If, within one year of acceptance of any portion of the Improvements by City, or within such longer period of time prescribed by law or by the terms of any special warranty provision of this Agreement, any of the Work is found to be defective or not in conformance with this Agreement, Shands shall correct it promptly after notice of such defect or nonconformance. Corrective Work during the warranty period shall also be warranted for a period of one year, with each corrective effort in turn being warranted for a period of one year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Agreement. City shall give notice to Shands promptly after discovery of the condition.

6.20.3 Shands shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment, materials or other Work by such defect or the correcting thereof.

6.20.4 Shands shall correct any defective or nonconforming Work to the reasonable satisfaction of City, and any of the Work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should Shands fail to timely correct defective or non-conforming Work under warranty, City, or a third party contractor on behalf of City, may correct such Work itself and Shands shall reimburse City for the costs of such corrective Work promptly and no later than 30 days after receipt of an invoice from City pertaining to such corrective Work undertaken by City. If Shands fails to correct the nonconforming or defective Work, Shands will be in default hereunder.

6.20.5 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Shands may have under this Agreement. The establishment of the time period of one year after the date of substantial completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by this Agreement, relates only to the specific obligation of Shands to correct the Work and has no relationship to the time within which its obligation to comply with this Agreement may be sought to be enforced, nor the time within which proceedings may be commenced to establish Shands' liability with respect to its obligations other than specifically to correct the Work.

6.21 Payment and Performance Bonds.

6.21.1 Shands shall cause the General Contractor to furnish Performance and Payment Bonds as security for its faithful performance under this Agreement for projects exceeding $200,000. The Bonds shall be in an amount at least equal to the amount of the Direct Costs for the construction of the applicable Phase of the Improvements. The Bonds shall be in a form acceptable to the City, and with a surety that is acceptable to the City's Division of Insurance and Risk Management. The cost thereof shall be included in the applicable Budget.

6.21.2 The Performance and Payment Bonds for the applicable Phase of the Improvements shall accompany the applicable Phase Budget and Plans and Specifications for
submitted to the City for approval for each Phase of the Improvements. The Performance and Payment Bonds shall be delivered prior to commencement of each Phase of the Improvements.

6.21.3 If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to the City, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the City, Shands shall, at its own expense, promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the Work contemplated by this Agreement and as permitted in the Budget.

6.22 Jacksonville Small and Emerging Businesses (JSEB) Program.

Shands, in further recognition of and consideration for the public funds provided to assist Shands pursuant to this Agreement, hereby acknowledges the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services ("Opportunity"). Therefore, Shands hereby agrees as follows:

6.22.1 Shands shall obtain from City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall, in accordance with Municipal Ordinance Code ("Code") Sections 126.601 et seq., use good faith efforts to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of twenty (20%) of the total Verified Direct Costs of the construction of the authorized Phases of the Improvements, as determined in accordance with Code Section 126.611, of the applicable portion of City's maximum contribution to the Improvements provided such JSEBs are determined by Shands to be qualified and experienced in the design and construction of applicable Improvements for hospital buildings and facilities (including experience with the Agency for Health Care Administration and the Centers for Medicare and Medicaid Services).

6.22.2 Shands shall submit JSEB report(s) regarding Shands' actual use of City certified JSEBs on the Improvements. The JSEB report(s) shall be submitted on a quarterly basis until Completion of Construction of the Improvements. The form of the report to be used for the purposes of this Section is attached hereto as Exhibit G (the "JSEB Reporting Form").

6.23 Indemnification by Contractors.

Shands agrees to include the indemnification provisions set forth on Exhibit H attached hereto and incorporated herein in all contracts with contractors, subcontractors, consultants, and subconsultants who perform work in connection with this Agreement.

ARTICLE 7
NO ASSIGNMENT OR CONVEYANCE;
RESTRICTIONS ON ENCUMBRANCE

7.1 Assignment: Limitation on Conveyance. Shands agrees that, until Completion of Construction of the Improvements, it shall not, without the prior written consent of City (except for assignment to affiliates of Shands of which Shands has a managing interest) assign, transfer
or convey this Agreement or the Improvements Documents or any provision hereof or thereof. The provisions of this section shall not apply to any assignment, transfer or conveyance as collateral or to the sale or conveyance to the holder of any mortgage encumbering all or any portion of Shands' property. Any such sale, assignment or conveyance in violation of this section shall constitute a default hereunder, and City may continue to look to Shands to enforce all of the terms and conditions of this Agreement as if such purported sale, assignment or conveyance had not occurred. Any authorized assignment hereunder shall be pursuant to an assignment and assumption agreement in form and content acceptable to the City in its reasonable discretion.

ARTICLE 8
EVENTS OF DEFAULT AND REMEDIES

8.1 Event of Default. The following shall constitute an event of default (each, an "Event of Default") hereunder:

8.1.1 A breach by any party of any other term, covenant, condition, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to such party, provided, however, that if such breach is not reasonably susceptible to cure within thirty (30) days, then the time to cure such breach shall be extended to ninety (90) days so long as the defaulting party is diligently and in good faith pursuing such cure;

8.1.2 Any representation or warranty made by any party in this Agreement or the Improvements Documents shall prove to be false, incorrect or misleading in any material respect as of the Effective Date, which is not cured as provided in Section 8.1.1;

8.1.3 A continuing default after any applicable cure period under the Improvements Documents;

8.1.4 The termination of, or default under, the Construction Contract by Shands or the General Contractor, provided, however, that in the event the Construction Contract is terminated, Shands shall have up to ninety (90) days in which to enter into a replacement Construction Contract, on such terms and with such other General Contractor as shall be reasonably acceptable to City;

8.1.5 Failure of Shands to complete the Improvements in accordance with the Plans and Specifications which, in the reasonable judgment of the City Director of Public Works, results in a Improvements which will not adequately serve the hospital;

8.1.6 Failure of Shands to Complete Construction of the Improvements, or abandonment of or cessation of Work on any portion of the Improvements at any time prior to completion for a period of more than thirty (30) consecutive business days, except on account of Force Majeure, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days;

8.1.7 The entry of a decree or order by a court having jurisdiction in the premises adjudging the defaulting party bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the
such party under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of such party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuation of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

8.1.8 The institution by any party of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of such party of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

8.2 Disbursements. Upon or at any time after the occurrence of an Event of Default, subject to the notice and cure requirements set forth in Section 8.1.1, the City may refuse to make any further Disbursements hereunder and terminate City's commitment to make any subsequent Disbursements hereunder.

8.2.1 In the event Shands' action giving rise to an Event of Default relates directly to the failure of Shands to use the entirety of the Disbursements in accordance with Section 3.2 of this Agreement, the City shall have the right to declare immediately due and payable the amount of any Disbursement which was not so used, and the City may exercise any right, power or remedy permitted by law or as set forth in this Agreement.

8.2.2 In the event Shands' action giving rise to an Event of Default pertains to any failure by Shands to commence with or complete construction of any Phase of the Improvements within the time periods required herein, the City shall be entitled (but not obligated) to (i) complete the applicable Phase of the Improvements, and (ii) terminate the City's obligation to pay for any other Improvements Costs hereunder. Shands shall remain obligated to the City for any amounts owed by Shands hereunder as a result of such default.

(a) Provided however, if the Event of Default and failure of Shands to cure described above is caused by unforeseen events, Force Majeure (as set forth in Section 9.2) or third party actions which are outside the control of Shands, then in such event the City shall meet with Shands to consider alternative resolutions and shall use reasonable efforts and reasonably cooperate with Shands to reach a mutually acceptable amendment to this Agreement. If any Force Majeure event delays the construction of any Phase of the Improvements beyond 180 days, then the City may terminate the City's obligations hereunder.

(b) In the event that the Event of Default and failure of Shands to cure is caused by Shands' acts or omissions, then upon termination the City may use an alternative general contractor or development manager selected in its sole discretion provided however such general contractor or development manager shall
complete the Improvements in accordance with the terms and conditions of this Agreement and all Exhibits hereto.

8.2.3 Shands agrees that an Event of Default under this Agreement shall constitute a default under the Project Documents as to which no additional notice or right to cure shall apply.

8.2.4 Notwithstanding anything herein, upon any breach by the City hereunder, Shands’ maximum damages hereunder (including prejudgment interest) shall be limited to the undisbursed Direct Costs required for the completion of the construction of the Phase of the Improvements previously Commenced and then under construction in accordance with this Agreement. Any such damages amount will be used by Shands only for the construction of the Phase of the Improvements then under construction in accordance with the costs in the Budget and pursuant to the Plans and Specifications, and shall be disbursed periodically in partial amounts by the City pursuant to the Disbursement terms and conditions of this Agreement so that a particular Disbursement will only be made after receipt by the City of a Disbursement Request and the completion by Shands of the portion of the Phase of the Improvements to which such Disbursement Request applies.

ARTICLE 9
GENERAL PROVISIONS

9.1 Non-Liability. No member, official or employee of City shall be personally liable to Shands or to any person with whom Shands shall have entered into any contract, or to any other person in the event of any default or breach of City or for any amount which may become due to Shands or any other person under the terms of this Agreement.

No director, officer or employee of Shands shall be personally liable to City or to any person with whom City shall have entered into any contract, or to any other person in the event of any default or breach of Shands, or for any amount which may become due to City or any other person under the terms of this Agreement.

9.2 Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, declared state of emergency, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party (collectively, a “Force Majeure Event”); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay. A party affected by a Force Majeure Event (the “Affected Party”) shall immediately notify the other party (“Non-Affected Party”) in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. In no event shall any of the foregoing excuse any financial liability of a party.
9.3 **Notices.** All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or courier service, except that notice of a change in address shall be effective only upon receipt.

9.3.1 **City:**

City of Jacksonville  
Department of Public Works  
214 N. Hogan Street, 10th Floor  
Jacksonville, FL 32202  
Attn: __________________________

With a copy to:

General Counsel  
Office of the General Counsel  
City Hall – St. James Building  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

9.3.2 **Shands:**

Shands Jacksonville Medical Center, Inc.  
655 West 8th Street  
Jacksonville, Florida 32209  
Attn: Chief Executive Officer

With a copy to:

Shands Jacksonville Medical Center, Inc.  
655 West 8th Street  
Jacksonville, Florida 32209  
Attn: Vice President and Senior Counsel

9.4 **Time is of the Essence.** Time is of the essence in the performance by any party of its obligations hereunder.

9.5 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.
9.6 Amendment. No amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment of modification is in writing, signed by an authorized officer of the party claimed to be bound and delivered to the other party.

9.7 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by the other party.

9.8 Severability. The invalidity, illegality or inability to enforce any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid illegal or unenforceable provision had never been contained herein.

9.9 Independent Contractor. In the performance of this Agreement, Shands will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or association of City. Shands and its employees or agents or contractors shall be solely responsible for the means, method, technique, sequences and procedures utilized by Shands in performance of this Agreement.

9.10 Exemption of City. Neither this Agreement nor the obligations imposed upon City hereunder shall be or constitute an indebtedness of City within the meaning of any constitutional, statutory or charter provisions requiring City to levy ad valorem taxes nor a lien upon any properties of City.

9.11 Parties to Agreement. This is an agreement solely between City and Shands. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than and the permitted successors or assigns of City and Shands. This Agreement shall be binding upon Shands, and Shands’ successors and assigns, and shall inure to the benefit of City, and its successors and assigns; provided, however, Shands shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, except in accordance with the terms and conditions of Section 7.1 above.

9.12 Venue; Applicable Law; Attorneys’ Fees. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for its own attorneys’ fees and costs related to this Agreement and the Improvements Documents.

9.13 Contract Administration. City’s Director of Public Works, or his respective designees, shall act as the designated representatives of City to coordinate communications
between City and Shands regarding the administration of this Agreement and to otherwise coordinate and facilitate the performance of the obligations of City under this Agreement.

9.14 Further Authorizations. The Mayor, or his designee, and the Corporation Secretary, are authorized to execute any and all contracts and documents and otherwise take all necessary or appropriate actions in connection with this Agreement, and to negotiate and execute all necessary and appropriate changes and amendments and supplements to this Agreement and other contracts and documents in furtherance of the Improvements, without further City Council action, provided any such changes and amendments are limited to "technical amendments" and do not change the total financial commitments or the performance schedule, and further provided that all such amendments and changes shall be subject to legal review by the Office of General Counsel and by all other appropriate official action required by law. The term "technical amendments" as used herein includes, without limitation, changes in legal descriptions and surveys, description of infrastructure improvements and/or Improvements, ingress and egress and utility easements and rights of way, design standards, vehicle access and site plans, to the extent the same have no material financial impact, and to the extent that the Office of General Counsel concurs that no further City Council action would be required to effect such technical amendment.

9.15 Civil Rights. Shands agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of City Ordinance Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

9.16 Further Assurances. Shands will, on request of City: (a) promptly correct any defect, error or omission in this Agreement or any of the Improvements Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by City to carry out the purposes of such Improvements Documents and to identify and subject to the liens of the Improvements Documents and to identify and subject to the liens of the Improvements Documents any property intended to be covered thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by City to protect the liens or the security interest under the Improvements Documents against the right or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits or other instruments and do such further acts deemed necessary, desirable or proper by City to carry out the purposes of the Improvements Documents.

9.17 Exhibits. In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

9.18 Construction. All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Shands further acknowledges that it has had ample time to review this Agreement and related documents with counsel of choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective on the Effective Date.

ATTEST:

By: James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

IN COMPLIANCE WITH the Ordinance Code of the City of Jacksonville, I do certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

Signed, sealed and delivered in the presence of:

Greg Miller
LINDA E. EDWARDS

SHANDS JACKSONVILLE MEDICAL CENTER, INC., a Florida not for profit corporation

By: [Signature]
Name: [Signature]
Its: [Signature]
### LIST OF EXHIBITS

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<tr>
<td>A</td>
<td>Description of Project Parcel</td>
</tr>
<tr>
<td>B</td>
<td>Description of Improvements</td>
</tr>
<tr>
<td>C</td>
<td>Budget for Improvements</td>
</tr>
<tr>
<td>D</td>
<td>Performance Schedules (updated periodically as to each additional Phase authorized)</td>
</tr>
<tr>
<td>E</td>
<td>Insurance and Bond Requirements</td>
</tr>
<tr>
<td>F</td>
<td>Disbursement Request Form</td>
</tr>
<tr>
<td>G</td>
<td>JSEB Reporting Form</td>
</tr>
<tr>
<td>H</td>
<td>Indemnification Requirements of Contractors</td>
</tr>
</tbody>
</table>
EXHIBIT A

Description of Project Parcel
EXHIBIT B

Description of Improvements
Exhibit B

Year 1 Project Scope

A) Includes replacement of five (5) – 700 kW Caterpillar generators and associated paralleling switchgear, with three (3) new 1750 kW diesel engine generator sets. Also includes code upgrades including rooms with HVAC and Fire Protection to house the new generators and switchgear.

B) Replace North garage generator, which serves the garage and ACC building.

C) Replace Clinical Center east roof at each drop down well. Replace ICU tower stair, elevator, and mechanical room roofs. Replace 4th Level East Addition roof.

D) Replace fire pumps in North and South Garage.

E) Replace two (2) AHUs in the UDC Building. Replace one (1) AHU #37 on the 6th Floor Clinical Center. Replace one (1) AHU over Bed Repairs/Laundry area in Clinical Center

F) Replace the Medical Air Compressor and Vacuum Pump in the ICU Tower.
EXHIBIT C

Improvements Budget Estimate
(To include all design and construction costs for each Phase)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>See attached</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

|     | Subtotal    | $    |
|     | Contingency (10%) | $    |

<p>| TOTAL BUDGET | $    |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Infrastructure Replacement</td>
<td>$9,739,000</td>
</tr>
<tr>
<td>Roof Replacement</td>
<td>$3,955,000</td>
</tr>
<tr>
<td>HVAC Equipment Replacement</td>
<td>$215,000</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>$212,000</td>
</tr>
<tr>
<td>Medical Gas Upgrades</td>
<td>$1,450,000</td>
</tr>
<tr>
<td>AC Compressors</td>
<td></td>
</tr>
<tr>
<td>Heat Exchangers</td>
<td></td>
</tr>
<tr>
<td>Steam Hot Water Heaters</td>
<td></td>
</tr>
<tr>
<td>Pumps</td>
<td></td>
</tr>
<tr>
<td>Building Automation System Upgrades</td>
<td></td>
</tr>
<tr>
<td>Clinical Center</td>
<td></td>
</tr>
<tr>
<td>New Main Feeds to CC Distribution Pans</td>
<td></td>
</tr>
<tr>
<td>New Main and New Service</td>
<td></td>
</tr>
<tr>
<td>Electrical Distribution Gear</td>
<td></td>
</tr>
<tr>
<td>Electrical Switchgear</td>
<td></td>
</tr>
<tr>
<td>Generators</td>
<td></td>
</tr>
<tr>
<td>Medical Gas Outlets</td>
<td></td>
</tr>
<tr>
<td>Isolation Valves</td>
<td></td>
</tr>
<tr>
<td>System Back Feed for Isolation (avoid facility shutdowns)</td>
<td></td>
</tr>
<tr>
<td>Modulating Patient Room Outlets</td>
<td></td>
</tr>
</tbody>
</table>

Total Infrastructure Upgrades: $15,000,000
EXHIBIT D

Performance Schedule
<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. UF Health/COJ Capital Improvements - Year One</td>
<td>431 days</td>
<td>Mon 4/1/19</td>
<td>Mon 11/23/20</td>
</tr>
<tr>
<td>2. RFQ #1 - Critical Electrical &amp; System Improvements</td>
<td>431 days</td>
<td>Mon 4/1/19</td>
<td>Mon 11/23/20</td>
</tr>
<tr>
<td>3. Advertise RFQ #1</td>
<td>23 days</td>
<td>Mon 4/1/19</td>
<td>Wed 5/1/19</td>
</tr>
<tr>
<td>4. Evaluate Responses / Award Design Build Contract</td>
<td>15 days</td>
<td>Thu 5/2/19</td>
<td>Wed 5/22/19</td>
</tr>
<tr>
<td>5. Electrical Infrastructure</td>
<td>393 days Thu 5/23/19</td>
<td>Mon 11/23/20</td>
<td></td>
</tr>
<tr>
<td>6. Design</td>
<td>45 days</td>
<td>Thu 5/23/19</td>
<td>Wed 7/24/19</td>
</tr>
<tr>
<td>7. Procurement</td>
<td>23 days Thu 7/25/19</td>
<td>Mon 8/26/19</td>
<td></td>
</tr>
<tr>
<td>8. Construction</td>
<td>325 days Tue 8/27/19</td>
<td>Mon 11/23/20</td>
<td></td>
</tr>
<tr>
<td>9. North Garage Generator</td>
<td>168 days Thu 5/30/19</td>
<td>Mon 1/20/20</td>
<td></td>
</tr>
<tr>
<td>10. Design</td>
<td>15 days</td>
<td>Thu 5/30/19</td>
<td>Wed 6/19/19</td>
</tr>
<tr>
<td>11. Procurement</td>
<td>51 days</td>
<td>Thu 6/10/19</td>
<td>Thu 8/29/19</td>
</tr>
<tr>
<td>12. Construction</td>
<td>102 days Fri 8/30/19</td>
<td>Mon 1/20/20</td>
<td></td>
</tr>
<tr>
<td>13. RFQ #2 - Plumbing, Mechanical &amp; Elevator Modernization</td>
<td>328 days</td>
<td>Mon 4/8/19</td>
<td>Wed 7/8/20</td>
</tr>
<tr>
<td>15. Evaluate Responses / Award Design Build Contract</td>
<td>15 days</td>
<td>Thu 5/9/19</td>
<td>Wed 5/29/19</td>
</tr>
<tr>
<td>16. North &amp; South Garage Fire Pumps</td>
<td>67 days</td>
<td>Thu 5/30/19</td>
<td>Fri 8/30/19</td>
</tr>
<tr>
<td>17. Design</td>
<td>10 days</td>
<td>Thu 5/30/19</td>
<td>Wed 6/12/19</td>
</tr>
<tr>
<td>18. Procurement</td>
<td>25 days</td>
<td>Thu 6/13/19</td>
<td>Wed 7/17/19</td>
</tr>
<tr>
<td>19. Construction</td>
<td>32 days Thu 7/18/19</td>
<td>Fri 8/30/19</td>
<td></td>
</tr>
<tr>
<td>20. AHU Replacements</td>
<td>176 days Thu 6/6/19</td>
<td>Thu 2/8/20</td>
<td></td>
</tr>
<tr>
<td>21. Design</td>
<td>30 days</td>
<td>Thu 6/6/19</td>
<td>Wed 7/17/19</td>
</tr>
<tr>
<td>22. Procurement</td>
<td>45 days</td>
<td>Thu 7/18/19</td>
<td>Wed 9/18/19</td>
</tr>
<tr>
<td>23. Construction</td>
<td>101 days Thu 9/19/19</td>
<td>Thu 2/6/20</td>
<td></td>
</tr>
<tr>
<td>24. Replace Med Air Compressor and Vacuum Pump in ICU Tower</td>
<td>280 days</td>
<td>Thu 6/6/19</td>
<td>Wed 7/28/19</td>
</tr>
<tr>
<td>25. Design</td>
<td>45 days</td>
<td>Thu 6/13/19</td>
<td>Wed 8/14/19</td>
</tr>
<tr>
<td>26. Procurement</td>
<td>21 days</td>
<td>Thu 8/15/19</td>
<td>Thu 9/12/19</td>
</tr>
<tr>
<td>27. Construction</td>
<td>214 days Fri 9/13/19</td>
<td>Wed 7/8/20</td>
<td></td>
</tr>
<tr>
<td>28. RFQ #3 - Envelope and Miscellaneous Improvements</td>
<td>256 days</td>
<td>Mon 4/15/19</td>
<td>Mon 4/6/20</td>
</tr>
<tr>
<td>29. Advertise RFQ #3</td>
<td>23 days</td>
<td>Mon 4/15/19</td>
<td>Wed 5/15/19</td>
</tr>
<tr>
<td>30. Evaluate Responses / Award Design Build Contract</td>
<td>15 days</td>
<td>Thu 5/16/19</td>
<td>Wed 6/5/19</td>
</tr>
<tr>
<td>31. Clinical Center, ICU Tower and East Addition Roofs</td>
<td>218 days Thu 6/6/19</td>
<td>Mon 4/6/20</td>
<td></td>
</tr>
<tr>
<td>32. Design</td>
<td>15 days</td>
<td>Thu 6/6/19</td>
<td>Wed 6/26/19</td>
</tr>
<tr>
<td>33. Procurement</td>
<td>25 days</td>
<td>Thu 6/27/19</td>
<td>Thu 7/31/19</td>
</tr>
<tr>
<td>34. Construction</td>
<td>178 days Thu 8/1/19</td>
<td>Mon 4/6/20</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT E

Insurance Requirements

The General Contractor (for this Exhibit E, the “Contractor”) shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

<table>
<thead>
<tr>
<th>Insurance Coverages</th>
<th>Schedule</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Statutory Coverage</td>
<td></td>
<td>Florida Statutory Coverage</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td></td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td></td>
<td>$1,000,000 Disease Policy Limit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,000,000 Each Employee/Disease</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$3,000,000 General Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$3,000,000 Products &amp; Comp. Ops. Agg.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,000,000 Personal/Advertising Injury</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$50,000 Fire Damage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$5,000 Medical Expenses</td>
</tr>
</tbody>
</table>

This insurance shall cover the City and Shands (and, to the extent they are not otherwise insured, their Contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Contractor shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.
Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Insurance and Risk Management.

**Automobile Liability**

$1,000,000 Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Design Professional Liability**

$5,000,000 per Claim

$10,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

**Builders Risk**

%100 Completed Value of the Project

Such insurance shall be on a form acceptable to the City’s Office of Insurance and Risk Management. The Builder’s Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGE. The Builder’s Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured’s shall be: Shands, Contractor, the City, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

**Pollution Liability**

$5,000,000 per Loss

$5,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor’s Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

-33-
Pollution Legal Liability $5,000,000 per Loss
$5,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.

Umbrella Liability $10,000,000 Each Occurrence/Aggregate.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above.

In the event that any part of the work to be performed hereunder shall require Contractor or Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the City, and their respective members, officials, officers, employee and agents, Engineer, and Program Management Firm(s) (when program management services are provided).

The Contractor shall not be permitted to enter upon or perform any work on the City Parcels until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker’s Compensation and Professional Liability shall be endorsed to name the City of Jacksonville, Shands and their respective members, officials, officers, directors, employees, representatives and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City of Jacksonville, Shands and their respective members, officials, officers, directors, employees, representatives and agents.

C. Contractors’ Insurance Primary. The insurance provided by Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City, Shands or any of their respective members, officials, officers, directors, employees, representatives and agents.

-34-
D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will the City of Jacksonville, Shands and their respective members, officials, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractors, Subcontractors, employees or agents to the City, Shands or others. Any remedy provided to City, Shands or City of Jacksonville, Shands and their respective members, officials, officers, directors, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. Waiver/Estoppel. Neither approval by City nor Shands nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. Contractor shall provide the City and Shands Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202 and to Shands Jacksonville Medical Center, Inc. (Attention: Director of Construction Services), 655 W. 8th Street, Jacksonville, Florida 32209.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City and Shands thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Contractor shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City or Shands may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City and Shands also be named as an additional insured.
L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Agreement and this Exhibit F to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Project Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Bonds and Other Performance Security. Contractor shall not perform or commence any construction services for any Phase of the Improvements until the following performance bond and labor and material payment bond or other performance security have been delivered to City and Shands: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to City on forms furnished by the City, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Phase of the Improvements performed under this Agreement, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the construction of the Improvements no qualification or modifications to the Bond forms are 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:

1. 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.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.

5. If the Contract Award Amount exceeds $200,000, the Surety Company shall also comply with the following provisions:

a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

<table>
<thead>
<tr>
<th>CONTRACT AMOUNT</th>
<th>RATING</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000 TO $1,000,000</td>
<td>A-</td>
<td>CLASS IV</td>
</tr>
<tr>
<td>$1,000,000 TO $2,500,000</td>
<td>A-</td>
<td>CLASS V</td>
</tr>
<tr>
<td>$2,500,000 TO $5,000,000</td>
<td>A-</td>
<td>CLASS VI</td>
</tr>
<tr>
<td>$5,000,000 TO $10,000,000</td>
<td>A-</td>
<td>CLASS VII</td>
</tr>
<tr>
<td>$10,000,000 TO $25,000,000</td>
<td>A-</td>
<td>CLASS VIII</td>
</tr>
<tr>
<td>$25,000,000 TO $50,000,000</td>
<td>A-</td>
<td>CLASS IX</td>
</tr>
<tr>
<td>$50,000,000 TO $75,000,000</td>
<td>A-</td>
<td>CLASS X</td>
</tr>
</tbody>
</table>
b. 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 have 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.
EXHIBIT F

Form of Disbursement Request

CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO._____

<table>
<thead>
<tr>
<th>PROJECT NO.</th>
<th>BID NO.</th>
<th>CONTRACT NO.</th>
</tr>
</thead>
</table>

For Work accomplished through the date of ________________________________.

A. Contract and Change Orders

1. Contract Amount

2. Executed Change Orders

3. Total Contract (1) + (2)...

B. Work Accomplished

4. Work performed on Contract Amount (1)...

5. Work performed on Change Orders (2)

6. Materials stored

7. Total Completed & Stored (4) - (5) + (6)... 

8. Retainage 10% of Item (7)

9. Less Previous Payments Made (or) Invoiced

10. Payment Amount Due this Application (7) — (8) — (10)

(*) This application for payment shall be supported with the Contractor's pay request and supporting documentation.

[Developer certification and signatures on following page]
DEVELOPER'S CERTIFICATION

The undersigned certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from the City on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Shands incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to City at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) Shands has complied with Section 6.22 of the Agreement.

Dated ____________, 20__

__________________________________________
Shands Signature

By: _______________________________________
Name Printed: ______________________________

__________________________________________
Notary Public

Date Approvals

__________________________________________
Construction Inspector

__________________________________________
Project Manager

__________________________________________
City Engineer
EXHIBIT G
JSEB Reporting Form

Business:
Goal: $
Contact:
Date:

<table>
<thead>
<tr>
<th>Date Contract Awarded</th>
<th>Contractor Name</th>
<th>Ethnicity (1)</th>
<th>Scope of Work (2)</th>
<th>Contract Amount</th>
<th>Amount Paid to Date</th>
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(1) AA – African American
(2) Examples: Masonry
HANA – Hispanic, Asian, Native American
WBE – Women
C - Caucasian

-40-
EXHIBIT H

Indemnification by Contractors

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. **General Tort Liability**, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. **Environmental Liability**, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. **Intellectual Property Liability**, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes. The City is an intended third-party beneficiary of the indemnifications set forth herein, which indemnifications shall survive the expiration or earlier termination of contractors' agreement with Shands Jacksonville Medical Center, Inc. or its contractors and consultants.
Form 1 – CONFLICT OF INTEREST CERTIFICATE

Proposer must execute either Section I or Section II hereunder relative to Section 126.201, Ordinance Code, and Section 112.313(12), Florida Statutes. Failure to execute either Section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of UF Health Jacksonville or the City of Jacksonville or independent agency 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 UF Health Jacksonville or City of Jacksonville official(s) and employee(s) or independent agency having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

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<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
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_________________________________                            _________________________________
Signature                                                                 Company Name

_________________________________                                                                
Name of Official (Type or Print)

_________________________________                                                                
Business Address

_________________________________                                                                
City, State, Zip Code
PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable.

Public Official

________________________________________

Position Held:

________________________________________

Position or Relationship with Bidder: ________________________________
Form 2 – Price Sheet

DO NOT SUBMIT WITH YOUR PROPOSAL

NAME OF FIRM _______________________

Proposal Number ___________________

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Fee Structure:

_____ % Project Value $0 - $500,000

_____ % Project Value $500,001 - $2,000,000

_____ % Project Value $2,000,001 and above

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

   Principal (Partner or Senior Officer): $___________ hr.
   Project Manager (Responsible Professional): $___________ hr.
   Registered Professional Engineer $___________ hr.
   Senior Inspector $___________ hr.
   Inspector $___________ hr.
   Engineering Technician $___________ hr.
   Clerical $___________ hr.

3. Other Direct Project Costs per Unit (please specify)

   4. Estimated percentage of total fee to be performed by sub-contractors ____________ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

   ________________________________________________________________
   ________________________________________________________________